

RECORDING REQUESTED AND
WHEN RECORDED MAIL TO:

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**FIFTH AMENDMENT TO DECLARATION OF ESTABLISHMENT
OF PROTECTIVE COVENANTS AND RESTRICTIONS
ON MEADOWLARK RANCHES, SANTA YNEZ, CALIFORNIA**

We, the Ranch Committee of Meadowlark Ranches, declare that at a special meeting duly called, noticed and held on July 27, 1984, by a unanimous vote of said committee, the following Amendments were adopted to the Declaration of Establishment of Protective Covenants and Restrictions on Meadowlark Ranches, herein called the Restrictions), to supercede all previous provisions of that Declaration, which Restrictions were recorded at Book 1747, Page 433, and re-recorded on August 15, 1960, at Book 1770, Page 438, in the Official Records, Office of the County Recorder, Santa Barbara County, California, and amended on February 26, 1977, and recorded May 17, 1977, as Instrument 77-24010 in Official Records, Office of the County Recorder Santa Barbara County, California (herein called said Official Records) and amended on February 20, 1982, and recorded on October 8, 1982, as Instrument 82-42504 in Official Records; and amended on May 21, 1983, and recorded on October 7, 1983, as Instrument 83-54001 in Official Records; and amended on September 24, 1983, and recorded March 8, 1984, as Instrument 84-12357 in Official Records; and further declare that these Amendments were adopted pursuant to Article IV, Section 2 of the Restrictions, as follows:

FIRST: All provisions of the previous Declaration following the introductory paragraph are replaced; and

SECOND: The following provisions are added to supercede the previous Declaration.

MEADOWLARK RANCHES

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INTRODUCTION

Pursuant to Article IV, Section 2, of the previous Restrictions, the Meadowlark Ranch Committee Association and owners have amended the Restrictions in its entirety to clarify the various provisions and to make the document more readable.

The Meadowlark Ranch Association and the owners do hereby declare, for the purpose of reestablishing and clarifying the general plan for the development of residential ranches in the area described in Exhibit "A," that all such property shall be held, occupied, sold, and conveyed subject to the following easements, restrictions, covenants, conditions, liens, and charges set forth in those Restrictions, all of which shall run with the property described in Exhibit "A" and shall be binding on any and all parties having any right, title, or interest therein or in any part of that property, their heirs, successors, and assigns, and which shall inure to the benefit of each owner of property within Meadowlark Ranches and every part of it as a servitude in favor of each and every parcel and the dominant tenement or tenement and may be enforced by each owner (as defined), its successors and assigns, or by the association (as defined), its successors and assigns, including those through merger, consolidation, or reorganization.

ARTICLE I

DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases, when used in the Meadowlark Ranches Restrictions, shall have the meanings hereinafter specified:

- 1.1 Architectural committee shall mean the committee created pursuant to Article 111, and the terms "architectural committee" and "architectural control committee" may be used interchangeably herein.
- 1.2 Architectural Committee rules shall mean the rules which have been or shall be adopted by the Architectural Committee and amended from time to time.
- 1.3 Assessments shall mean assessments of the association pursuant to those Restrictions.
- 1.4 Association shall mean and refer to Meadowlark Ranch Association, its successors, and assigns through merger, consolidation, or other reorganization, which may be incorporated under the laws of the State of California, for the purpose of exercising the powers and functions of the association, as hereinafter provided.
- 1.5 Lot shall mean a portion of Meadowlark Ranches which is a legally described parcel of real property or is designated as a lot on any recorded subdivision tract map, regardless of size of the lot. The term "lot" shall not include any property classified as "association property," "common area," or "private road." The terms "lot" and "ranch lot" may be used interchangeably herein.
- 1.6 Meadowlark Ranch Restrictions shall mean this Declaration, together with any amendments and the Meadowlark Ranches rules from time to time in effect.
- 1.7 (Reserved)
- 1.8 Declaration shall mean this instrument as it may, from time to time, be amended.

- 1.9 Guesthouse shall mean and refer to a structure defined as a Guest House-Cottage by the County of Santa Barbara Zoning Ordinance Presently or hereafter applicable to a Lot.” **(Added 3/18/2005 – Eighth Amendment)**
- 1.10 Meadowlark Ranches means the real property described on Exhibit "A," attached to, and incorporated in the Restrictions and in this amendment thereto.
(Amended 3/18/2005 – Eighth Amendment)
- 1.11 Member shall mean any person who is a member of the association pursuant to the provisions of Article 11 hereof. The terms "member" and "regular member" may be used interchangeably. **(Amended 3/18/2005 – Eighth Amendment)**
- 1.12 Mortgage shall mean any mortgage or deed of trust or other conveyance of a lot, or any interest therein, including, but not limited to, the improvements developed thereon to secure the performance of an obligation, which obligation will be reconveyed upon completion of such performance. **(Amended 3/18/2005 – Eighth Amendment)**
- 1.13 Mortgagee shall mean and include mortgagees, trustees, beneficiaries, and holders of deeds of trust, and the holders of any indebtedness secured by mortgages.
(Amended 3/18/2005 – Eighth Amendment)
- 1.14 Mortgagor shall mean and include mortgagors and trustors under deeds of trust.
(Amended 3/18/2005 – Eighth Amendment)
- 1.15 Notice and hearing shall mean thirty (30) days prior written notice in a public hearing before the board at which the owner concerned shall have an opportunity to be heard in person or by counsel at owner's request.
(Amended 3/18/2005 – Eighth Amendment)
- 1.16 Owner shall mean any person or persons being either (i) the grantee or grantees, as the case may be, of the fee simple estate by conveyance in a lot and their successors and assigns; or (ii) the purchasers, under any executory contract of sale, in a lot within Meadowlark Ranches. **(Amended 3/18/2005 – Eighth Amendment)**

- 1.17 Person shall mean the natural individual or any other entity with the legal right to hold title to real property. **(Amended 3/18/2005 – Eighth Amendment)**
- 1.18 Private roads shall mean those roads shown on the map attached to the Restrictions, and more particularly described in three (3) parcels in that certain deed to SECURITY TITLE INSURANCE COMPANY, dated June 1, 1960, and recorded June 21, 1960, as Instrument No. 19599 in Book 1775, Pages 285-290 of official Records of Santa Barbara County. **(Amended 3/18/2005 – Eighth Amendment)**
- 1.19 Record, recorded, and recordation shall mean, with respect to any document, the recordation of such documents in the office of the County Recorder of Santa Barbara County, California (which may also be referred to herein as "file" or "filed").
(Amended 3/18/2005 – Eighth Amendment)
- 1.20 Restrictions shall mean this instrument as it may from time to time be amended.
(Amended 3/18/2005 – Eighth Amendment)
(Added 3/25/2019 – Ninth Amendment)
- 1.21 Second Residential Unit shall mean and refer to a structure defined as either an “attached Residential Second Unit” or a “Detached Second Residential Unit” by the County of Santa Barbara Zoning Ordinance presently or hereafter applicable to a Lot except that such units shall not exceed one thousand square feet in gross floor area”
(Added 3/18/2005 – Eighth Amendment)
- 1.22 Subdivision shall mean a parcel of real property which has been divided or separated into lots, shown on a recorded subdivision map. The term "tract" and "subdivision" may be used interchangeably herein. **(Amended 3/18/2005 – Eighth Amendment)**
- 1.23 Unit shall mean and refer to any single-family residential dwelling located on a ranch lot and designed for occupation by not more than one (1) family. "Residence" and "dwelling" may be used interchangeably. **(Amended 3/18/2005 – Eighth Amendment)**

ARTICLE II

MEADOWLARK RANCH ASSOCIATION

2.1 The Association. The association is an unincorporated association which may be a nonprofit California corporation charged with the duties and invested with the powers prescribed by law and set forth in this Declaration.

2.2 Membership.

(a) Qualifications. Each owner of a ranch lot (included within the real property described in Exhibit "A"), by virtue of being such an owner and for so long as he or she is such an owner, shall be deemed a member of the association. Ownership of such lot shall be the sole qualification for membership.

(b) Transfer of Membership. The association membership of each owner and the right to vote shall be appurtenant to said lot and shall not be transferred, pledged, or alienated in any way except upon the conveyance or sale of a lot, and then only to the conveyee or purchaser of said lot as the new owner thereof. Any attempt to make a prohibited transfer shall be void. Any transfer of title to said lot shall operate automatically to transfer said membership to the new owner thereof.

2.3 Voting.

(a) Number of Votes. Only memberships shall have voting power. Members shall be all of the owners and shall be entitled to five (5) votes plus one (1) vote for each full acre over five (5) acres owned by that member. After assigning votes for each full acre, if a fractional portion of an acre remains, one (1) additional vote shall be assigned, provided that fractional portion is one-half (1/2) acre or greater. The owner of each ranch lot in Meadowlark Ranches may, by notice to the association, designate a person (who need not be an owner) to appear at meetings and to exercise the vote for such lot. Said designation shall be revocable at any time by notice to the association by the owner, and shall

automatically terminate on conveyance of the lot. Such powers of designation and revocation may be exercised by the guardian of an owner's estate or by his conservator, or in the case of a minor having no guardian, by the parent entitled to his custody, or during the administration of an owner's estate, by his executor or administrator where the latter's interest in said property is subject to administration in his estate; or, in the case of a corporate owner, by the president or by any vice president thereof, or by any officer, or by any other person authorized by its board of directors.

- (b) Joint Owner Disputes. The vote for each such lot shall, if at all, be cast as a single vote, and fractional votes shall not be allowed. In the event that joint owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any owner casts a vote representing a certain lot, it will thereafter be conclusively presumed for all purposes that he or she or they were acting with the authority and consent of all other owners of the' same lot.
- (c) Meetings of Members. There shall be an annual meeting of the members of the association on the first Saturday in March of each year, at such place within Meadowlark Ranches or within the County of Santa Barbara, State of California, or at such other reasonable time (not more than thirty (30) days before or after such date), as may be designated by written notice of the board given to the members not less than ten (10) days, nor more than Sixty (60) days prior to the date fixed for said meeting, specifying the date, time, and place thereof. A special meeting of the members of the association shall be promptly called at any reasonable time and place by written notice of the board of the association upon (i) the vote for such meeting by a quorum of the board of the association; or (ii) upon receipt of a written request therefor signed by members representing not

less than twenty percent (20%) of the total voting power of the association, and specifying the date, time, and place thereof, and the nature of the business to be undertaken.

- (1) Quorum. The presence at any meeting, in person or by proxy, of the members entitled to vote at least fifty percent (50%) of the total votes shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the members present, either in person or by proxy, may, as otherwise provided by law, adjourn the meeting to a time not less than five (5) days, nor more than thirty (30) days, from the time the original meeting was called, at which meeting the quorum requirement shall be the members entitled to vote at least twenty-five percent (25%) of the total votes.
- (2) Chair. The chair of the association (or any vice chair in his or her absence) shall act as chair of all meetings of the members, and the secretary of the association (or an assistant secretary thereof in his or her absence) shall act as secretary of all such meetings.
- (d) Suspension of Voting Rights. During any period in which a member is in default in the payment of any annual or special assessment levied by the association, the voting rights of such member shall be suspended. At each meeting of the association members, a list of these members whose voting rights are suspended as of that meeting date shall be available for inspection by the members.
- (e) Voting Rights. The voting rights of all members shall be subject to the restrictions and limitations provided in this Declaration.

2.4 Officers of the Association.

- (a) Officers. The association shall have the following officers: a chair, vice chair, secretary, treasurer, and member-at-large, which officers shall cumulatively constitute the membership of the Ranch Committee.
- (b) Election of Officers. The officers shall be elected by the members of the association at each annual meeting of members.
- (c) Term of Office. The officers shall be elected annually and each shall hold office for one (1) year or until his resignation, removal, the election of his or her successor, or until he or she otherwise ceases or becomes unable to serve. Any officer may resign his or her office at any time by giving written notice to the chair or the secretary of the Ranch Committee. Such resignation shall take effect on the date of receipt of such notice, or at any later time specified in the notice of resignation.
- (d) Removal. Any officer of the association may be removed by a majority of the eligible votes of the association; provided, however, that unless all officers are removed, an individual member shall not be removed if the number of votes cast against his or her removal exceeds the quotient arrived at when the total number of votes cast is divided by one (1) plus the authorized number of officers of the association.
- (e) Vacancies. In the event of a vacancy in any office of the association caused by any reason other than the removal of an association officer by a vote of the members of the association, a majority of the remaining association officers shall fill the vacancy at a special meeting called for that purpose. Any vacancy created by the removal of an association officer shall be filled by a vote of the members at the same meeting in which said association officer is removed. Any successor so appointed or elected shall serve for the balance of the term held by his or her predecessor.

- (f) Multiple Offices. No one shall simultaneously hold the offices of chair and any other office.
- (g) Duties. The duties of the officers are as follows:
- (1) Chair. The chair shall preside at all meetings of the Ranch Committee. He or she shall see that orders and resolutions of the Ranch Committee are carried out; he or she shall sign all leases, contracts, deeds, and other written instruments, and shall co-sign all checks and promissory notes entered by the association.
 - (2) Vice Chair. The vice chair shall act in the place and stead of the chair in the event of the latter's absence, inability, or refusal to act, shall act as chair of the Architectural Committee, and shall exercise and discharge such other duties as may be required of him or her by the Ranch Committee.
 - (3) Secretary. The secretary shall keep the minutes and record the votes taken at all meetings of the Ranch Committee and of the members; shall serve the notices of meetings of the Ranch Committee and of the members as required by these restrictions as amended; shall keep appropriate current records showing the identity of members of the association, their addresses, and the identity of the ranch lot or lots they own; and shall send a copy of the minutes of each annual meeting to each member at such addresses within ten (10) days after such meeting.
 - (4) Treasurer. The treasurer shall receive and deposit in an account with any reputable bank all monies of the association; shall disburse such funds as directed by resolution of the Ranch Committee; shall co-sign all checks and promissory notes of the association; shall keep proper books of account; and prepare an annual statement of income and expenditures

for the preceding year, to be presented to the members at the regular annual meeting.

- (5) Member-at-Large. The member-at-large shall serve as a member of the Ranch Committee.

2.5 Meetings of the Ranch Committee.

- (a) Regular Meetings. Regular meetings of the Ranch Committee shall be held quarterly without notice at such place and hour as shall be fixed from time to time by resolution of the Ranch Committee.
- (b) Special Meetings. Special meetings of the Ranch Committee may be called by the chair or any two (2) members thereof on three (3) days notice to each member of the Ranch Committee. Such notices may be by mail, in person, or by telephone or telegraph, and shall state the time, place, and purpose of the meeting.
- (c) Waiver of Notice. Before or at any meeting of the Ranch Committee, any member of the Ranch Committee may waive notice of such meeting in writing. Such waiver shall be deemed equivalent to the giving of the notice required to be given under these restrictions as amended. If all Ranch Committee members are present at any meeting, no notice shall be required, and any business may be trans acted at such meeting. Attendance at any meeting of the Ranch Committee by any member of the Ranch Committee shall be waiver of notice to him or her of the time and place thereof.
- (d) Ranch Committee Acting Without a Meeting. Any action required or permitted to be taken by the Ranch Committee may be taken without a meeting, if all members of the Ranch Committee consent in writing to such action. Such written consent shall be filed with the minutes of the Ranch Committee proceedings. Actions taken by such written consent shall have the same force

and effect as a unanimous vote of the Ranch Committee taken at a meeting duly called and held.

- (e) Quorum. At all meetings of the Ranch Committee, a majority of the Ranch Committee members shall constitute a quorum for the transaction of business. The acts of the majority of the Ranch Committee present at a meeting at which a quorum is present shall be the acts of the Ranch Committee.
- (f) Compensation. Neither Ranch Committee members nor officers shall receive any compensation for their services as Ranch Committee members; provided, however, that any Ranch Committee member may be entitled to reimbursement for actual expenses incurred in performing his or her duties.

2.6 Duties of the Association. The Ranch Committee, as the governing body of the association, shall have the obligation, subject to and in accordance with the Meadowlark Ranches Restrictions, to perform each of the following duties for the benefit of the owners of each ranch lot within Meadowlark Ranches as follows:

- (a) Record of Actions. Keep a record of its acts and affairs and to present the record to the annual meeting of the members or at any special meeting of the members when such statement is requested in writing by members entitled to cast one-fourth (1/4) of the total eligible votes.
- (b) Notice of Assessment. Send a written notice of the annual assessment not later than thirty (30) days after the annual meeting of members to each member in accordance with the procedures set forth in those Restrictions; but failure to send such notice within such period shall not invalidate the assessment nor excuse payment by any member.
- (c) Operation and Maintenance of Private Roads. To operate and maintain, or provide for the operation and maintenance of all private roads, and to keep all

improvements of whatever kind and for whatever purpose from time to time located thereon in good order and repair.

To provide for the installation and maintenance of speed bumps of such design and at such locations on the Private Roads as are reasonably necessary to cause vehicular traffic on the Private Roads to comply with the speed limit signs posted on such Private Roads. Notwithstanding the foregoing, those speed bumps existing as of the date of this amendment shall be maintained by the Ranch Committee unless and until a professional traffic engineering report prepared at the direction of the Ranch Committee shall recommend a different speed bump installation pattern on the Private Roads. From and after the effective date of this Amendment, neither the installation of any additional speed bump nor the future removal of any speed bump shall occur without the prior written approval of two-thirds (2/3) of the total eligible votes of members of the Association. Such written approval shall be obtained in a manner identical to that specified in Paragraph 8.7 of this Declaration.

To provide for the installation and maintenance of traffic safety improvements including but not limited to traffic signs, speed limit signs, road striping and speed bumps on the Private Roads as are reasonably necessary to cause vehicular traffic on the Private Roads to comply with the speed limit signs posted on such Private Roads.

(Last Two Paragraphs Added 11/17/1993 – Seventh Amendment)

- (d) Insurance. To obtain and maintain in force adequate public liability, hazard, and Worker's Compensation insurance, and any other insurance the board deems necessary. The liability insurance referred to above shall name as separately protected insureds the association, the boards, the Architectural Committee, and their representatives, members and employees, with respect to any liability

arising out of the maintenance or use of any property owned or maintained by the association. Every policy of insurance obtained by the association shall contain an express waiver, if available, against the board, the Architectural Committee, and their representatives, members, and employees.

- (e) Rule Making. To make, establish, promulgate, amend, and repeal the association rules.
- (f) Architectural Committee. To appoint and remove members of the Architectural Committee as provided in Article III, and to insure that at all reasonable times there is available a duly constituted and appointed Architectural Committee.
- (g) Enforcement of Restrictions and Rules. To perform such other act, whether or not expressly authorized by the Meadowlark Ranches Restrictions, as may be reasonably necessary to enforce any of the provisions of the Meadowlark Ranches Restrictions and the Architectural Committee rules.
- (h) Other. To carry out the duties of the association set forth in the Meadowlark Ranches Restrictions.

2.7 Powers and Authority of Association. The Ranch Committee, as the governing body of the association, shall have the power to do any and all lawful things which may be authorized, required, or permitted to be done by the association under and by virtue of the Restrictions of Meadowlark Ranches, and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the association. Without in any way limiting the generality of any of the foregoing provisions, the association shall have the power and authority, without the obligation, at any time, to do the following:

- (a) Management. Conduct, manage, and control the affairs of the association.
- (b) Authority. Exercise for the association powers, duties, and authority vested in the association and not reserved to the membership by the Restrictions as amended.

- (c) Employment. To employ and remove at pleasure all agents and employees of the association, including independent contractors or such other employees that the Ranch Committee deems necessary; to prescribe the duties of the agents and employees, to fix their compensation and to require of them such security or fidelity bonds as the Ranch Committee may deem reasonable.
- (d) Assessments. Subject to the provisions of these Restrictions, to levy regular assessments against the owners of lots and, if necessary, to collect amounts so assessed against the owners of lots, or any of them; further, to levy special assessments against owners of lots and to enforce payment of any such assessments against the owners utilizing the procedures set forth in these Restrictions.
- (e) Right of Entry and Enforcement.
 - (1) After twenty-four (24) hours written notice, to enter without being liable to any owner upon any lot owned by any owner for the purpose of enforcing by peaceful means the Meadowlark Ranches Restrictions; provided that if the Ranch Committee makes a good faith determination that an emergency endangering life or property exists, no notice shall be necessary, but the owners shall be notified thereafter within a reasonable time.
 - (2) The association shall also have the power and authority from time to time, in its own name and on its own behalf or on behalf of any owner or owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Meadowlark Ranches Restrictions and to enforce, by mandatory injunctions or otherwise, all of the provisions of the Meadowlark Ranches Restrictions.

- (3) The association shall be entitled to immediate reimbursement by the owners who or which are in violation of any provisions of the Meadowlark Ranches Restrictions, to the full extent of any costs or expenses, including, but not limited to, reasonable attorney's fees incurred by the association in enforcing said provisions as provided for in this section. In the alternative, the association shall be entitled to levy assessments against defaulting owners in advance of actually performing corrective work, which assessments shall be equal in amount to the anticipated cost of performing the corrective work. The assessments and lien procedures provided for in these Restrictions hereof shall be available to the association for the purpose of collecting the amounts becoming due to it as contemplated under this section.
- (4) In addition to the foregoing remedies, the association shall have the right to suspend the voting privileges for violation of association rules, adopted thereunder; provided, however, that any such suspension may not exceed a period of thirty (30) days for any one (1) violation except nonpayment of assessments, in which case the suspension may be effective until the amounts due are paid in full.

Each owner suspended for any reason other than nonpayment of assessments shall have the right to appeal the action of the board by filing with the board written notice of his or her intention to appeal to the members. The action by the board imposing the fine or suspension shall thereupon become ineffective until the suspension is thereafter approved by a majority of the members at a duly called and held regular or special meeting, and the owner to be fined or suspended shall have the right to appear and to be heard at such regular or special meeting.

~~(f) Easement and Rights-of-Way. To grant and convey to the extent of its interest therein and subject to the approval of two-thirds (2/3) of the total eligible votes of members (in the same manner as Section 8.7) to any person, easements, rights-of-way, parcels or strip of land, in, on, over, or under any association proper for the purpose of constructing, erecting, operating, or maintaining thereon, therein, and thereunder:~~

~~(1) Roads, streets, walks, driveways accessways, parkways, and park areas;~~

~~(2) Underground lines, cables, wires, conduits, or other devices for the transmission of electricity for lighting, power, telephone, and other purposes.~~

~~(3) Sewers, storm water drains and pipes, water systems, sprinkling systems, water, heating, and gas lines or pipes; and~~

~~(4) Any similar improvements or facilities~~

(f) Easement and Rights-of-Way. To grant and convey subject to the approval of two-thirds (2/3) of the total eligible votes of members (in the same manner as provided in section 8.7) to any person, easements, rights-of-way, parcels or strips of land, in, on, over, or under the Private roads and any association property for the purpose of constructing, erecting, operating, or maintaining thereon, therein, and thereunder:

(1) Roads, streets, walks, driveways, accessways, parkways, and park areas;

(2) Underground lines, cables, wires, conduits, or other devices for the transmission of electricity for lighting, heating, power, telephone, and other purposes.

(3) Sewers, storm water drains and pipes, water systems, sprinkling systems, water, heating, and gas lines or pipes; and

(4) Any similar improvements or facilities.

(Amended 6/12/1989 – Sixth Amendment)

- (g) Repair and maintenance of Roads. To maintain and repair the private road areas and all improvements thereto.
- (h) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the association property, enforcement of the Meadowlark Ranches Restrictions, or in performing any of the other duties or rights of the association.
- (i) Association Property Services. To obtain and pay for legal and accounting services necessary or proper in the operation of the property owned or managed by the association, enforcement of the Meadowlark Ranches Restrictions, or in performing any of the other duties or rights of the association.

2.8 Liability of Ranch Committee. No member of the Ranch Committee shall be personally liable to any owner or to any other party for any damage, loss, or prejudice suffered or claimed on account of any act or omission of the association, the Ranch Committee, or any other agents, representatives, or employees of the association, or the Architectural Committee, provided that such Ranch Committee member or other person has, upon the basis of such information as may be possessed by him or her, acted in good faith.

2.8.1. Indemnification. The Association shall indemnify any agent of the Association who was a party to any proceeding by reason of the fact that the person is or was an agent of the Association against expenses actually and reasonable incurred in any proceeding to the extent that the agent was successful on the merits in defense of the proceeding or in defense of any claim, issue, or matter therein. Expenses shall include any attorney's fees and any other expenses of establishing a right to indemnification.

The Association may indemnify any agent of the Association who was or is a party or is threatened to be made a party to any proceeding by reason of the fact that

such person is or was an agent of the Association, against expenses actually and reasonable incurred in connection with such proceeding provided the approval requirements described in Section 2.8.2 of these Restrictions have been satisfied.

For purposes of Sections 2.8.1 - 2.8.4 of these Restrictions, the term "agent" means any present or former director, officer, employee, or other agent of the association; the term "proceeding" means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative, and the term "expenses" includes judgments, fines, or settlements occurring in any proceeding other than a proceeding brought by or on behalf of the Association.

2.8.2. Indemnification Approval. Unless indemnification is required as provided in Section 2.8.1 of these Restrictions, indemnification shall be made only if authorized in the specific case on a determination that indemnification is proper in the circumstances because the agent satisfied the appropriate standard of care described in Section 2.8.3 of these Restrictions. The determination must be made by one of the following methods:

- (j) A majority vote of a quorum of the Ranch Committee consisting of members who are not parties to the proceeding.
- (ii) The affirmative vote of a majority of the voting power of the members entitled to vote at a duly held members' meeting in which a quorum was present or the approval by written ballot provided that if the agent to be indemnified is a member, the agent shall not be entitled to vote.
- (iii) The court in which such proceeding is or was pending on application made by the Association or the agent or the attorney or other person rendering services in connection with the defense, whether or not the application is opposed by the Association.

Notwithstanding the foregoing, any indemnification in any proceeding brought by or on behalf of the Association shall be subject to the restrictions contained in California Corporation Code Section 7237(c).

2.8.3 Standard of Care. In any proceeding brought by or on behalf of the Association, the applicable standard of care shall require that the agent acted in good faith, in a manner the agent believed to be in the best interests of the Association and with the care, including reasonable inquiry, that an ordinarily prudent person in a like position would use under similar circumstances. In all other proceedings, the agent must have acted in good faith, in a matter the agent believed to be in best interests of the Association and, in the case of a criminal proceeding, had no reasonable cause to believe that his or her conduct was unlawful.

2.8.4 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of its agents, against any liability asserted against or incurred by any agent in such capacity or arising out of the agent's status as such whether or not the Association would have the power to indemnify the agent against such liability under Sections 2.8.1 through 2.8.3 of these Restrictions.

(Sections 2.8.1, 2.8.2, 2.8.3, 2.8.4 - Added 11/17/1993 – Seventh Amendment)

2.9 Inspection of Records. The books and records of the association (including the Ranch Committee) shall be open for inspection by any member of the association at all reasonable times and places.

ARTICLE III

ARCHITECTURAL COMMITTEE

3.1 Architectural Approval. No building, wall, or other structure, or exterior addition to or change or alteration thereof, or any cutting, filling, or grading (except "fine grading" for landscape purposes) shall be commenced, constructed, erected, placed, altered, maintained, or permitted to remain on the ranch lots until plans and specifications shall have been submitted to and approved in writing by an Architectural Committee composed of the vice chair and two (2) persons to be appointed by a majority of the Ranch Committee to serve at their pleasure. Plans and specifications shall show plot layout and all exterior elevations, with materials and colors therefor and structural design and landscaping, except in the case of cutting, filling, or grading, in which case the Architectural Committee may, by rule, designate reasonable plans required.

All such plans and specifications shall be submitted in writing over the signature of the owner of the property or its authorized agent. Approval shall be based upon compliance with the requirements of this Declaration.

The committee shall preserve all applications and record decisions and conditions imposed, if any, which records shall be open to any member at all reasonable times and places.

3.2 Failure to Approve or Disapprove Plans and Specifications. In the event the Architectural Committee, or its designated representative, fails to either approve or disapprove such plans and specifications within forty-five (45) days after the same have been submitted to it, it shall be conclusively presumed that the Architectural Committee has approved such plans and specifications. All improvement work approved by the Architectural Committee shall be diligently completed within nine (9) months of the date of approval.

3.3 No Liability. Neither the association nor the Architectural Committee, nor the members thereof, shall be liable in damages to anyone submitting plans or specifications to them for approval, or to any owner of property affected by these Restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications to the Architectural Committee for approval agrees, by submission of such plans and specifications, and every owner of any said property agrees that he or she will not bring any action or suit against the association, the Architectural Committee, or any of the members thereof to recover any such damages.

3.4 Notice of Noncompliance or Noncompletion. Notwithstanding anything to the contrary contained herein, after the expiration of two (2) years from the date of issuance of a building permit by municipal or other governmental authority for any improvement, said improvement shall, for the benefit of purchasers and encumbrancers in good faith and for value, be deemed to be in compliance with all provisions of this Article III, unless actual notice of such noncompliance or noncompletion, executed by the Architectural committee or its designated representatives, shall appear of record in the Office of the County Recorder of Santa Barbara County, California, or unless legal proceedings shall have been instituted to enforce compliance or completion.

3.5 Variances.

(a) Basis. Where circumstances, such as topography, location of property lines, location of trees, or other matters require, the Architectural Committee, by the vote or written consent of a majority of the members thereof, may allow reasonable variances as to any of the covenants, conditions, or restrictions contained in this Declaration under the jurisdiction of such committee, on such terms and conditions as it shall require; provided, however, that the approval of

such variances shall not be construed to waive any of the terms and provisions of this Declaration except as specifically provided in the variance itself.

- (b) Procedure. Each application for a variance shall be accompanied by a Fifty Dollar (\$50.00) fee. Upon receipt, notice of the application shall be sent by the committee to all Meadowlark Ranch owners, and no decision shall issue until twenty (20) days after the mailing to permit comments and opposition.
- (c) Effective Date. Any variance shall be effective upon recordation in the office of the Santa Barbara County Recorder.

ARTICLE IV

COVENANT FOR ASSESSMENTS

- 4.1** Creation of the Lien and Personal Obligations of Assessments. Each owner of any ranch lot within the property by acceptance of a deed or other conveyance therefor, whether or not it shall be so expressed in their deed or other conveyance, is and shall be deemed to covenant and agree to pay to the association assessments, including regular assessments and special assessments as may be fixed, established, and collected from time to time as provided in this Declaration. The assessments, together with such interest thereon and costs of collection, as provided below, shall be a charge on the lot and shall be a continuing lien upon the lot against which each such assessment is made. The lien shall become effective upon recordation of a notice of claim of lien in accordance with the provisions of these Restrictions. Each assessment, together with such interest and costs, shall also be the personal obligation of the person or entity who was the owner of such lot at the time when the assessment or any portion thereof fell due and shall bind his or her heirs, devisees, personal representatives, successors and assigns. However, the personal obligation shall not pass to his-successors in title unless expressly assumed by them.
- 4.2** Purpose of Assessments. The regular assessments levied by the association shall be collected, accumulated, and used exclusively for the purpose of providing for the health, safety, and welfare of the members of the association, including the improvement and maintenance of the private road areas and facilities thereon devoted to this purpose.
- 4.3** Assessments.
- (a) Annual Assessments. The basic annual assessment shall be paid on an annual basis, all due and payable within thirty (30) days after the date of mailing written notice thereof. The annual assessment shall be a charge against each acre within the subject property, excepting those acres within the Santa Ynez River

bottom, provided that regardless of actual acreage, the minimum annual assessment shall be five (5) times the charge per acre. At the annual meeting of association members, the annual assessment shall be determined, based upon the estimated costs to be incurred during the succeeding year for the improvement, maintenance, and preservation of the road system, together with all other proper and reasonable association expenses in order to carry out the duties and functions of the association as set forth in this Declaration. Approval of the annual assessment shall be by majority of the total eligible votes of members present in person or by proxy.

- (b) Special Assessments. If the Ranch Committee determines that additional funds are required for extraordinary improvement, preservation, repair, maintenance, capital improvements, or any other proper and reasonable association expenses in order to carry out the duties and functions of the association, as set forth in this Declaration, a special assessment may be levied in accordance with this section.

The Ranch Committee shall determine the amount of the proposed assessment and the manner by which such proposed assessment is to be levied against the membership:

- (1) Acreage Basis. In a manner identical to that utilized for the annual assessments, except that approval of such special assessment shall be by at least two-thirds (2/3) of the total eligible votes of members present in person or by proxy at a special meeting duly called for the purpose of voting on the special assessment.
- (2) Per Member Basis. In a manner whereby each member eligible to vote possesses a vote equal to every other member, irrespective of acreage owned, and requiring for approval of such special assessment, at least two-thirds (2/3) vote of all eligible members in person or by proxy at a

special meeting duly called for the purpose of voting on the special assessment.

Written notice setting forth the time, place, and purpose of the meeting, shall be sent to all members not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting.

Any special assessment shall be applicable for only the year in which it is enacted, and shall be due and payable within thirty (30) days after the date of mailing of written notice of the assessment.

- (c) Default in Payment of Assessments. Each regular assessment and each special assessment shall be separate, distinct, and personal debts and obligations of the owner or owners of the ranch lot against whom they are assessed. No owner may waive or otherwise avoid liability for the assessments made in accordance with these restrictions as amended, by nonuse of the private roads, or by abandonment of his or her ranch lot. Each annual assessment and any special assessment shall be delinquent if it is not paid by the tenth (10th) day following the date such payment is due.

- 4.4** Certificate of Payment. Upon demand, the association shall furnish to any owner liable for annual or special assessments a certificate in writing, signed by an officer of the association, setting forth whether said assessments or any portion thereof have been paid. Such certificate shall be conclusive evidence of payment of any assessments or portion thereof therein stated to have been paid. A reasonable charge may be made by the board for issuance of such certificate.

ARTICLE V

NONPAYMENT OF ASSESSMENTS

5.1 Delinquency and Remedies of Association. If any assessment, regular or special, or any portion thereof, is not paid on the date when due, then such assessment or portion thereof shall become delinquent and shall, together with interest and costs of collection as provided below, thereupon become a continuing lien on the lot against which such assessment was made, as more particularly described in Article IV above. If the assessment or any portion thereof is not paid within ten (10) days, if a regular assessment, or thirty (30) days, if a special assessment after the delinquency date, it shall bear interest from the date of delinquency at the then legal rate and, in addition to all other legal and equitable rights or remedies, the association may, in its name, at its option, bring an action at law against -the owner personally obligated to pay the same; or, upon compliance with the notice provisions set forth in Section 5.2 below, to foreclose the lien against the lot, and there shall be added to the amount of such assessment or any portion thereof, all costs of collection and interest. In either case, the prevailing party shall be entitled to all costs and expenses, including reasonable attorney's fees incurred by the association in collecting the delinquent assessment. In lieu of judicially foreclosing the lien, the association, at its option, may foreclose such lien by proceeding under a power of sale as provided below in Section 5.3, such a power of sale being given to the association as to each and every lot for the purpose of collecting delinquent assessments, and shall be entitled to all costs of collection, including attorney's fees incurred by the association, and interest. Each owner vests in the association, its successors, or assigns, the right and power to bring all actions of law or lien foreclosures against such owner or other owners for purposes of collecting delinquent assessments.

- 5.2** Notice of Claim of Lien. No action shall be brought to foreclose the lien or to proceed under the power of sale less than thirty (30) days after the date a notice of claim of lien, executed by a duly authorized representative of the association, is recorded with the Santa Barbara County Recorder, said notice stating the amount claimed (which may include interest and costs of collection, including reasonable attorney's fees), a good and sufficient legal description of the lot being assessed, the name of the record owner or reputed owner thereof, and the name and address of the association as claimant. A copy of said notice of claim shall be deposited with postage thereon fully prepaid, to the owner of the lot.
- 5.3** Foreclosure Sale. Any such sale provided for above shall be conducted in accordance with the provisions of §2924, 2924(b) and 2924(c) of the Civil Code of the State of California, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted or provided by law. The association, through its duly authorized agents, shall have the power to bid on the lot at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same.
- 5.4** Curing of Default. Upon the timely curing of any default for which a notice of claim of lien was recorded by the association, the officers of the association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting owner of a fee to be determined by the association, but not to exceed Twenty-five Dollars (\$25.00), to cover the costs of preparing and filing or recording such release, together with the payment of such other costs, interest, or fees as shall have been incurred.
- 5.5** Cumulative Remedies. The assessment lien and the rights to foreclose and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the association and its assigns may have hereunder and by law or in equity.

5.6 Mortgage Protection. Notwithstanding all other provisions hereof, a lien created hereunder upon a given ranch lot shall be subject and subordinate to, and shall not effect the rights of the holder of the indebtedness occurred by any recorded mortgage upon such given ranch lot which is made in good faith and for value, and which is of record at the time the lien created hereunder attaches to the particular ranch lot involved; provided, that after the foreclosure of any such mortgage may be a lien created pursuant to this Article on the interest of the purchaser at such foreclosure sale to secure all assessments, whether regular or special, assessed hereunder to such predecessor as an owner after the date of such foreclosure sale, which lien shall have the same effect and be enforced in the same manner as provided above.

5.7 Rights of Mortgagee.

- (a) Default. In the event that a notice of default is recorded by any institutional lender against the owner of any ranch lot, the rights of the owner of such ranch lot to vote as a member of the association shall be transferred to the lender recording the notice of default. Such right shall remain in such lender until the default is cured.
- (b) Breach. No breach of any of the covenants, conditions, or restrictions contained herein shall defeat or render invalid the lien of any mortgage made in good faith or 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 or trustee's sale or otherwise.

ARTICLE VI

RESTRICTIONS ON USE

- 6.1** Residential - Ranch Use. No lot now existing, or any lot or parcel created after the effective date of these Restrictions shall be used for any purpose other than for agricultural and incidental single family residential uses.
- 6.2** No Commercial Use. Except as expressly provided herein, no part or parcel of the property shall ever be used, directly or indirectly, for any commercial or industrial purpose, or for any other purposes inconsistent with the use of the property as a residential ranch community; provided, however, that home occupations customary and incidental to residential use and permitted under the zoning laws of Santa Barbara County for the parcel in question shall not be prohibited by this article.
- 6.3** Mining, Gravel Excavation, 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 of 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, pines, and utilities. Cutting, filling, or grading (except fine grading" for landscaping purposes) shall be subject to prior approval of the Architectural 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.
- 6.4** Permitted Structures. ~~No structure shall be erected or maintained on any lot other than one (1) single family residence and a private garage, and one (1) guesthouse, none of which may be rented or sold separately from the main residential structure, or used for any purpose whatsoever except residential ranch use. The Architectural Committee may permit construction of utility sheds, barns, or other structures reasonably necessary for and incidental to residential ranch use; provided, however, that no quonset hut type~~

~~structures or unpainted metal structures shall be permitted~~ No structure shall be erected or maintained on any Lot other than one (1) single family residence with a private garage, and either one (1) guest house or one (1) second residential unit; neither any guest house nor any second residential unit may be sold separately from the main single family residence, or used of any purpose whatsoever except residential ranch use. The Architectural Committee may permit construction of utility sheds, barns, or other structures reasonably necessary for, and incidental to, residential ranch use, provided that no Quonset hut-type structures or unpainted metal structures shall be permitted. No single-family residence shall be rented or leased for a term less than thirty (30) consecutive days. **(Last Sentence Added 3/25/2019 – Ninth Amendment)**

A guest house shall comply in all respects with the requirements of the Santa Barbara County Zoning Ordinance and may be occupied on a temporary basis only by the occupants of the main dwelling or their non-paying guests. A guest house will not be rented or let out, whether the compensation is paid directly or indirectly in money, goods, wares, merchandise or services. "Temporary" is defined as occupying the guest house for no more than one hundred twenty (120) days in any twelve (12) month period.

A Second residential Unit shall comply in all respects with the requirements of the Santa Barbara County Zoning Ordinance, as modified by the Ranch Committee. The Ranch Committee may have restrictions in addition to those imposed by the County, as enumerated in this document and its amendments. Residential second units are exclusively intended to provide non-commercial residential housing opportunities for the varying needs of extended family members and those who provide services to the family (such as domestic assistants, care givers for the elderly, and childcare providers). The intent is also to ensure a safe and attractive residential environment by promoting high standards of site development. No second residential unit shall be rented or leased for a

term less than thirty (30) consecutive days.

(Last Sentence Added 3/25/2019 – Ninth Amendment)

If the second residential unit is to be occupied, then the owner of the lot shall reside on said lot, in either the main dwelling or in the second residential unit, except when disability or infirmity require institutionalizations of the owner, or the Ranch Committee or its designee approves in writing the owner's written request for a temporary absence due to illness, temporary employment relocation, sabbatical, extended travels, or other good cause.

Consistent with Article VI, Section 6.1 and 6.2 of these Restrictions, no commercial use is allowed in guest houses or second residential units. Limitations include, but are not limited to, operation of a commercial business from these units.

Construction of any guest house or second residential unit shall require the approval of the Architectural Committee consistent with procedures outlined in Article III of these Restrictions.”

(Added / Amended 3/18/2005 – Eighth Amendment)

(Added 3/25/2019 – Ninth Amendment)

6.5 House Trailers or Mobile Homes. No house trailers or mobile homes shall be permitted on any lot for any purpose whatsoever. These provisions do not apply to travel trailers, horse trailers, recreational vehicles, or boat trailers.

6.6 Moving of Buildings Prohibited. No structure other than a prefabricated utility shed or other structure reasonably necessary for and incidental to residential ranch use, as approved by the Architectural Committee, may be moved onto or from any ranch lot.

6.7 Construction Diligently to be Prosecuted and New Materials to be 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 Architectural Committee limited amounts of old materials may be utilized for artistic effects, such as used brick for

fireplaces or chimneys. All structures shall be completed within nine (9) months from the time work is started thereon.

6.8 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 guesthouse, shall ever be lived in or used for dwelling purposes, including tents, shacks, trailers, mobile homes, vehicles, outbuildings, garages, or other structures.

6.9 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.

6.10 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 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 to prevent odors or other nuisances to adjacent neighbors. In the event of any such odor or nuisance, the Ranch Committee may, upon ten (10) days notice to owner, cause said nuisance to be corrected and eliminated, charging costs to owner failing to respond to aforesaid notice.

6.11 No Nuisances.

(a) In General. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any lot within the property, and no odors shall be permitted to

raise therefrom so as to render any such property or any portion thereof unsanitary, unsightly, offensive, or detrimental to any other property in the vicinity thereof or to its occupants. Rubbish or debris, and the receptacles containing them, shall be at all times shielded from view from any road or adjacent properties. No nuisance shall be permitted to exist or operate upon any such property so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants. Without limiting the generality of the foregoing provisions, no exterior speakers, horns, whistles, bells, or other sound devices, except security devices used exclusively for security purposes, shall be located, used, or placed on the property, nor shall any motor vehicle, or any off highway motor vehicle, be operated on any lot or private road which does not comply with the noise limitations of the California Vehicle Code (§27150 through 27160, inclusive, §27200 through 27207, inclusive, and Division 16.5 commencing with §380001, respectively).

- (b) Enforcement. If the growth of weeds or other vegetation becomes a nuisance, a fire hazard, or unsightly when viewed from the road or adjacent property, the owner of the parcel upon which such nuisance, fire hazard, or unsightly condition exists, shall, upon notice from the Ranch Committee, remedy such situation. In addition to any other remedies provided by law or by this Declaration, if such situation is not remedied within thirty (30) days from the date of such notice, the Ranch Committee shall correct such nuisance, fire hazard, or unsightly condition, and charge the owner of the subject property for all costs incurred.
- (c) Failure to Comply. Failure of an owner to comply with this provision may be remedied by any of the measures provided for in this Declaration, but should the Ranch Committee elect to proceed to enforce this provision, 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 owner to the Ranch Committee within five (5) days after written demand therefor shall have been mailed to the last known address of such owner.

6.12 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. In no event, however, shall any new parcel be created which contains less than five (5) acres; provided, however, that the Ranch committee may approve a variance of up to five (5) per cent. No new parcel may be created upon which any previously erected and existing guesthouse or helphouse has been erected, unless (i) the questhouse or helphouse meets all requirements of a newly constructed residence, or (ii) such a newly constructed residence also exists on such parcel, or (iii) a valid building commitment exists for the construction of such a residence, and such a residence is in fact constructed within nine (9) months from the date of creation of such parcel.

6.13 Repairs. No building or other improvements on any portion of the property shall be permitted to fall into disrepair, and each such improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the owner thereof.

6.14 No Hazardous Activities. No activity shall be conducted on any property, and no improvements constructed on any property which are or might be unsafe or hazardous to any person or property.

6.15 Drilling. Drilling and boring of any nature other than for water are prohibited on any portion of the property.

6.16 Setbacks. No structure, other than a fence shall be erected or permitted closer than one-hundred feet (100 feet) from the right of way line of any private road.

(Added 6/12/1989 – Sixth Amendment)

ARTICLE VII

BUILDING RESTRICTIONS

- 7.1 Architectural Committee Approval. Written approval of the Architectural Committee must be secured as provided in Article 111.
- 7.2 Height Limitations. No structure of any kind shall exceed one (1) story in height; that is, ~~eighteen feet (18 feet)~~ twenty-one feet (21 feet) in height measured from the finished ground on the front side, except that the Architectural Committee by variance may permit the erection of a two-story (2-story) structure provided it will not interfere with the view from any other lot of Meadowlark Ranches. **(Amended 6/12/1989 – Sixth Amendment)**
- 7.3 Floor Area. The minimum square footage of any residence constructed, exclusive of garage, porches, and patios, shall be ~~one thousand seven hundred (1,700)~~ two thousand five hundred (2,500) square feet. **(Amended 6/12/1989 – Sixth Amendment)**
- 7.4 Architectural Design of Buildings and Roofs. ~~All residences shall be California ranch style. All roofs of all structures shall have either tile or three quarter (3/4) to five fourths (5/4) heavy shake roofs. Metal utility sheds or barns may be constructed upon the prior written approval of the Architectural Committee as long as all metal surfaces are painted or otherwise coated to cover bare metal and the roofs comply with the above restrictions.~~ All residences shall be either California Ranch style or of a style compatible with the architectural integrity and environment of Meadowlark Ranches. All roofs of all structures shall be of fire retardant shakes or be of materials (1) conforming to the requirements of the County of Santa Barbara; and (2) compatible with the roofing materials in the surrounding neighborhood as determined by the Architectural Committee. **(Amended 6/12/1989 – Sixth Amendment)**
- 7.5 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, the owner thereof, upon written notice sent by the Ranch Committee, within thirty (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 paid by the owner within five (5) days of mailing of notice thereof to owner.

7.6 Fencing. All perimeter fencing shall be three (3) or two (2) rail wood fencing and shall be of a type, size and color compatible with the fencing materials in the surrounding neighborhood as determined by the Architectural committee. A perimeter wall or enclosure other than three (3) or two (2) rail wood fencing, may be constructed and installed provided that the Architectural Committee approves the type, size and color of such wall or enclosure prior to its construction or installation. The exclusive use of chain link, barbed wire or similar wire like materials as perimeter fencing is prohibited. Nothing herein contained shall be construed as prohibiting the installation of chain link type dog runs or pipe corrals providing such installations are approved by the Architectural Committee. **(Added 6/21/1989 – Sixth Amendment)**

ARTICLE VIII

GENERAL PROVISIONS

- 8.1** Term. The covenants, conditions, and restrictions of this Declaration shall run until December 31, 2000, unless amended as herein provided. After December 31, 2000, such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by at least seventy-five percent (75%) of the eligible votes of the Meadowlark Ranch Association, and such written instrument is recorded with the Santa Barbara County Recorder.
- 8.2** Notices. Except as specifically provided otherwise, any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States mail with postage thereon fully prepaid and addressed to any person at the address given by such person to the association for the purpose of service of such notice, or to the residence of such person, if no address has been given to the association. Such address may be changed from time to time by notice in writing to the association.
- 8.3** Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform plan for the development and operation of Meadowlark Ranches. This Declaration shall be construed and governed under the laws of the State of California.
- 8.4** Enforcement and Nonwaiver.
- (a) Right of Enforcement. Except as otherwise provided herein, any owner of any lot within Meadowlark Ranches shall have the right to enforce any or all of the

provisions of the Meadowlark Ranches restrictions upon any property within Meadowlark Ranches and the owners thereof.

- (b) Violations and Nuisance. Every act or omission whereby any provisions of the meadowlark Ranch Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action by the association or any owners of lots within Meadowlark Ranches. However, any other provisions to the contrary notwithstanding, only the association, the board, or the duly authorized agents of any of them may enforce, by self-help, any of the provisions of the Meadowlark Ranch Declaration, and only if such self-help is preceded by reasonable notice to the owner involved.
- (c) Violation of Law. Any violation of any state, municipal, or local law, ordinance or regulation pertaining to the ownership, occupation, or use of any property within Meadowlark Ranches is hereby declared to be a violation of the Meadowlark Ranches restrictions and subject to any or all of the enforcement procedures set forth in said restrictions.
- (d) Non-Waiver. Failure by the Association or by any owner of any lot to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. **(Added 11/17/1993 – Seventh Amendment)**

8.5 Captions. All captions and titles used in this Declaration are intended solely for convenience or reference, and shall not affect that which is set forth in any of the provisions hereof.

8.6 No Rights Given to the Public. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of Meadowlark Ranches to the general public or for any public use or purpose.

8.7 Amendments.

(a) Authority. The Ranch Committee shall have the right and power, subject to the approval of two-thirds (2/3) of the total eligible votes of members of the association, as provided in subsection (b) of this section, by written instrument duly executed and placed on record, to amend, change, modify, or terminate any provisions of these restrictions, or any additional or modified restrictions affecting the land hereinafter filed of record unless otherwise provided herein.

~~(b) Method of Approval. The approval required by subsection (a) above may occur as follows:~~

~~(1) By written approval of the required number of votes; and~~

~~(2) By a mailing by the association to the members entitled to vote, via certified mail, which includes a copy of the amendment and a notice, prominently placed, that failure by the member to respond negatively within sixty (60) days of the date of mailing shall constitute approval by that member of the amendment. The mailing shall also include a form which may be completed by the member to indicate disapproval of the amendment and the address to which the response may be sent.~~

(b) Method of Approval: The approval required by subsection (a) above may occur as follows:

(1) By written approval of the required number of votes at a duly called and noticed meeting of members; or

(2) By written ballot mailed to every member entitled to vote. Any written ballot distributed to the members shall set forth the proposed amendment and provide an opportunity to specify approval or disapproval of the proposal. Written ballots shall be distributed to all eligible members at least thirty (30) days prior to the final date that the written ballots must be received by the Association in order to be counted.

All written ballots shall provide a reasonable time within which to return the written ballot to the Association and shall state on the face of the ballot or in an accompanying notice the date by which the written ballot must be returned in order to be counted.

The time fixed for the return of written ballots may be extended only if the Ranch Committee so notifies the members in the balloting solicitation materials originally sent to members and then for no more than two (2) successive periods of thirty (30) days each. If the period for the return of written ballots is extended, the Ranch committee shall be entitled to announce to the members the aggregate votes for or against the proposed amendment as of the extension date.

If deemed necessary by the Ranch Committee, the written ballot shall be conducted in accordance with such additional procedures, not inconsistent with this section, as the Ranch Committee may deem appropriate.

If a member who has cast a written ballot desires to change his or her vote, the member may do so provided he or she so notifies the Secretary of the Association in writing prior to close of the balloting period.

Use of the written ballot procedures provided herein shall not preclude the Association from also calling a special informational meeting of the members or from calling a meeting to coincide with the culmination of the balloting period.

Proxy voting shall not be allowed when members votes are solicited by written ballot. **(Amended 11/17/1993 – Seventh Amendment)**

8.8 Attorney's Fees. In the event that any lien is filed, or legal action is brought by the association to enforce the provisions of this Declaration, the prevailing party shall be entitled to all costs and expenses of preparing and perfecting any lien, costs and expenses of any sale, and reasonable attorney's fees necessarily incurred in the action.

DECLARATION OF APPROVAL

IN WITNESS WHEREOF, declarants have executed this Fifth Amendment to Declaration of Establishment of Protective Covenants and Restrictions of Meadowlark Ranches, at Santa Ynez, California.

CHAIR

SECRETARY

CERTIFICATION

I, THE UNDERSIGNED, SECRETARY OF THE MEADOW LARK RANCH COMMITTEE, CERTIFY THAT THE FOREGOING FIFTH AMENDMENT TO THE DECLARATION OF ESTABLISHMENT OF PROTECTIVE COVENANTS AND RESTRICTIONS ON MEADOW LARK RANCHES, SANTA YNEZ, CALIFORNIA, HAS BEEN DULY APPROVED BY THE OWNERS OF THE REQUIRED ACREAGE OF MEADOW LARK RANCHES PURSUANT TO ARTICLE IV, SECTION 2

SECRETARY