

by selectively thinning scrub and/or dead growth. New plantings around the homesite shall be permitted and encouraged when in conformance with good fire protection practices.

ARTICLE XII

Easements Reserved

1. Easements Described on Plat. The lands within the Lazy O Ranch are subject to any and all easements described on the recorded plat of the Lazy O Ranch.

2. Utility Easements Reserved. There are hereby created and reserved perpetual easements twenty (20) feet in width for the purpose of constructing, maintaining, operating, replacing, enlarging and repairing electric, telephone, water, irrigation, sewer, gas, cable televisions and similar lines, pipes, wires, ditches and conduits. LOCC reserves the right to locate these easements or portions thereof across any portions of any of the Lots, the Ranch Facilities Parcel, the Agricultural Lands or any other portions of the Lazy O Ranch if such is deemed necessary for the most efficient and expeditious running of the utilities, provided in no event shall any such easement run through a Building Site or across any area of a Lot wherein which an owner has received approval from the Architectural Committee to construct improvements, and in no event shall the easements inhibit or disturb the reasonable functioning or operation of the agricultural operation. With respect to the utilization of any

easement on any Lot reserved hereunder, the easement shall be deemed an as-built easement at such time as any utilities are constructed pursuant to these easements reserved; and, the easements reserved hereunder shall be deemed located ten feet (10') on either side of each utility line as-built and the remainder of the Lot shall thereafter be unburdened by this reservation.

3. Easements for Continued Agricultural Operations, Irrigation Easements and Rights Reserved. There are hereby created and reserved perpetual easements across the Agricultural Lands indicated on the recorded plat of the Lazy O Ranch for the maintenance and operation of the irrigated lands in accordance with Article VII of the these Covenants. There are hereby created and reserved perpetual easements across all of the lands in the Lazy O Ranch along the line of all irrigation ditches presently in existence, or hereafter constructed, as may be necessary for the preservation of agricultural operations, for the purposes of the construction, repair, replacement, maintenance and operation of irrigation ditches and reservoir structures. In conjunction therewith LOCC shall be entitled to construct and run waterlines and water systems across any portion of any and all Lots or any other portions of the Lazy O Ranch deemed necessary for the most efficient conservation of water and water rights and for the preservation and utilization of all water rights associated with the Agricultural Lands and the agricultural operations. There are hereby created and reserved

perpetual easements along and over the presently existing ranch roads and over and across any portions of the Lazy O Ranch necessary for the purpose of conducting and preserving the agricultural operations and constructing, maintaining and operating irrigation ditches and reservoir structures. Notwithstanding the foregoing however, in no event shall any waterlines or easements run through a Building Site or across any area of a Lot wherein which an owner has received approval from the Architectural Committee to construct improvements or inhibit or disturb the reasonable functioning or operation of the agricultural operation.

4. Fence Licenses Within Easements. No fence or other improvement shall ever be placed in any of the easements created and reserved under any paragraph of this Article XII unless prior written authorization therefore shall be obtained from the Architectural Committee. Any such authorization shall be deemed to be a revocable license and the owner or owners of the Lot upon which said fence is constructed shall promptly remove the same at their expense upon request of the Architectural Committee. Damage to any such fence occasioned by construction, maintenance and/or repair of any service or system shall be repaired by the owner or owners of the Lot at their sole expense.

5. Ownership of Easements. All easements and rights created and reserved in this Article shall be and remain vested in LOCC until such time as LOCC has executed and delivered an

instrument in writing transferring the same or a part thereof to the utility company or other entity requiring the easement or to the Association. Upon any such transfer, LOCC shall be relieved from all continuing responsibilities therefor.

ARTICLE XIII

Private Road Easement, Private Access Easement

Driveways and Emergency Access

1. Ownership of Private Road Easement. The title in fee to all lands platted as the private road easement, known as Lazy O Road, as shown on the recorded plat of Lazy O Ranch, shall be and remain vested in LOCC until such time as it shall have executed and delivered an instrument in writing transferring the same or a part thereof to the Association. At such time as LOCC makes such transfer the Association will be responsible for all maintenance and responsibilities pertaining to the Lazy O Road.

2. Grant of Access Easements Over Private Road. LOCC hereby conveys to the Association, for the private use of the owners of the Lots being served thereby in the Lazy O Ranch, a nonexclusive easement over and across the private road easement known as Lazy O Road on the recorded plat of the Lazy O Ranch. From and after the time LOCC completes construction of Lazy O Road and transfers title to the Association, the Association shall be responsible to accomplish and pay for all maintenance and upkeep of Lazy O Road.