

ARTICLE XVIFire Substation Parcel

The Fire Substation Parcel as defined and described on the recorded plat of the Lazy O Ranch shall be subject to the requirements and restrictions set forth in the Lazy O Ranch P.U.D. Subdivision Improvements Agreement entered into between LOCC and the Board of County Commissioners of Pitkin County, Colorado, recorded in Book 537 at Page 798 of the records of the Clerk and Recorder of Pitkin County, Colorado, and any duly enacted amendments thereto which may be made.

ARTICLE XVIIGeneral Provisions

1. Covenants to Run. All of the Covenants contained in this instrument shall be a burden on the title to all of the lands in the Lazy O Ranch, and the benefits thereof shall inure to the owners of the lands in the Lazy O Ranch and the benefits and burdens of all said Covenants shall run with the title to all of the lands in the Lazy O Ranch.

2. Additional Lands or Lots to the Lazy O Ranch. In the event additional lands or lots are added to the Lazy O Ranch by the filing of additional plats in the records of the Clerk and Recorder of Pitkin County, Colorado, such recordation shall operate to expand these covenants to govern such additional

lands and lots provided at the time of recordation of such plat the owners of all the lots in the Lazy O Ranch execute and record an appropriate amendment to these covenants.

3. Termination of Covenants. In the event these Covenants have not been sooner lawfully terminated pursuant to any applicable laws of the State of Colorado and Pitkin County, Colorado, and the provisions herein contained, these Covenants may be terminated on January 1 of the year 2035 by a vote of seventy-five percent (75%) of the votes entitled to be cast by the members of the Association subject to paragraph 5 below. If these Covenants are not so terminated then they shall continue to be in full force and effect for successive twenty-five (25) year periods unless, at the close of a twenty-five (25) year period, the Covenants are terminated by a vote of seventy-five percent (75%) of the votes entitled to be cast by the members of the Association at a meeting of the members duly held. In the event of any such termination by the members a properly certified copy of the resolution of termination shall be placed on record in Pitkin County, Colorado, not more than six (6) months after the meeting at which such such vote is cast.

4. Amendment of Covenants. Subject to paragraph 5 below, these Covenants may be amended by a vote of sixty-seven percent (67%) of the votes entitled to be cast by the members of the Association, said vote to be cast at a meeting of the members duly held, provided a properly certified copy of the resolution

of amendment be placed on record in Pitkin County, Colorado, not more than six months after said meeting. PROVIDED HOWEVER, no amendment shall be permitted which is inconsistent with any of the rights granted, retained or reserved to LOCC hereunder or which attempts to enlarge or expand any obligation of LOCC hereunder, unless such is consented to in writing by LOCC.

5. Pitkin County Requirements. Notwithstanding anything herein contained to the contrary the following listed portions of these Covenants which were required to be contained herein by approvals obtained by LOCC from Pitkin County for Lazy O Ranch may not be amended or terminated without the consent of Pitkin County Board of County Commissioners.

a. All of Articles I, II, III, V, VI, VII, VIII, IX, X, XII, XIV, and XVI.

b. Article XI, Sections 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12.

c. Article XIII, Sections 3, 4, and 5.

All other provisions may be amended or terminated in accordance with §3 and §4 above of this Article XVII.

6. Severability. Should any part or parts of these Covenants be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining Covenants.

7. Paragraph Headings. The paragraph headings in this instrument are for convenience only and shall not be construed to be a part of the Covenants contained herein.

8. Successors and Assigns of LOCC -- Release of Rights. Any rights or responsibilities granted or retained by LOCC under these Covenants shall inure to and be binding on any successors in interest or assigns of LOCC and any person or entity which accedes to the rights and obligations of LOCC with respect to the real property governed by these Covenants.

9. Disclaimer. No representations or warranties of any kind, express or implied, have been given or made by Declarant or its agents or employees in connection with the property or any portion thereof, or any improvements thereon, physical condition, zoning compliance with the applicable laws, fitness for intended use or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or other regulations hereof as a Planned Unit Development except as expressly set forth in these Covenants and the Subdivision Improvement Agreement signed with Pitkin County, Colorado.

10. Limited Liability. The Association and the Board shall not be liable to any party for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice. The owners severally agree to indemnify the Association and the Board against loss

resulting from such action or failure to act if the Association and the Board acted or failed to act in good faith and without malice. The Association shall make a good faith effort to obtain insurance for errors and omissions, and other forms of liability insurance for officers and directors of the Association.

IN WITNESS WHEREOF, these Protective Covenants of the Lazy O Ranch have been executed as this 21 day of May, 1987.

LAZY O CATTLE COMPANY

By James Otis, Jr.
James Otis, Jr., President

STATE OF Arkansas)
COUNTY OF Butte)
PUBL)

ss.

Acknowledged, subscribed and sworn to before me this 21 day of May, 1987, by James Otis, Jr. as President of LAZY "O" CATTLE COMPANY.

Witness my hand and official seal.

My commission expires: 11-25-89

Marie Antoinette Kueberg
Notary Public