

10. No Mining, Drilling or Quarrying. Mining, quarrying, tunnelling, excavating or drilling for any other substances within the earth, including oil, gas, minerals, gravel, sand, rock and earth, shall not be permitted within the limits of the Lazy O Ranch except as allowed by this paragraph. Drilling for water by LOCC, its successors and/or assigns for domestic and/or agricultural purposes is hereby expressly permitted within the limits of the Lazy O Ranch.

11. Resolution of Board of County Commissioners -- Subdivision Improvements Agreement. All owners shall adhere to the requirements set forth by the Pitkin County Board of Commissioners in granting subdivision approval to the Lazy-O Ranch as set forth in their General Submission Resolutions 84-112 and 85-109 in Book 475 at Page 605 and in Book 497 at Page 503 respectively; Detailed Submission Resolution 86-68 in Book 514 at Page 769; Final Plat Resolution 87-36 in Book 533 at Page 594; and the Subdivision Improvement Agreement between LOCC and the Pitkin County Board of Commissioners in Book 537 at Page 718 of the records of the Clerk and Recorder of Pitkin County, Colorado, and any duly enacted amendments thereto which may be made.

ARTICLE XI

Restrictions on Lots

1. Number and Location of Buildings. No buildings or uses shall be placed, erected, altered or permitted to remain on any

portion of the Lazy O Ranch except as approved by the Architectural Committee and in compliance with the Pitkin County Zoning and Building Codes.

2. Completion of Construction. Any exterior construction activity within the Lazy O Ranch shall be completed and fully cleaned up within eighteen (18) months from its commencement or shall obtain a variance from the Architectural Committee to allow for a longer period of construction upon proof of due diligence. The Association shall have the right to enter the property and complete the unfinished exterior improvements, and fine the owner for all costs associated with completing those improvements, which fine and any reasonable cost of collecting the fine shall be lienable against the property.

3. Siting of Homes. Homes located on Lots 8, 10, 16, 19 and 20 of the Lazy O Ranch shall be constructed at least fifty (50) feet from the base of the back slope of the lot for mitigation of potential snow slide.

4. Fireplaces/Woodburning Stoves. All homes in the Lazy O Ranch shall comply with the fireplace regulations of Pitkin County. All woodburning stoves in the Lazy O Ranch shall be certified as approved by the Environmental Health Department of Pitkin County at the time of issuance of the appropriate permit.

5. Driveways. Driveway design, location, surfacing

material and construction methods, including without limitation application of an approved dust suppressant, shall be approved by the Architectural Committee. The design and construction of driveways shall comply with the Pitkin County Road Standards and Specifications governing driveways. Driveways shall be constructed by and treated with an approved dust suppressant, maintained in good repair, and be treated for dust control as necessary by the Lot owner or the Association, if necessary, as provided herein.

6. Energy Conservation. All residential construction on Residential Lots shall be designed to provide at least a twenty-five percent (25%) energy savings above the minimum requirement of the Pitkin County "Energy Conservation and Thermal Insulation Standard," Chapter 53, Uniform Building Code, adopted January 22, 1979. Individual building design will determine the most efficient manner to comply with this performance standard. Each owner of a Residential Lot shall provide an energy conservation report to the Pitkin County Building Inspector as part of his building permit application which gives proof of compliance with this energy conservation standard. In the event the house on Lot 22 is totally reconstructed, such reconstruction shall comply with the performance standards provided for within this paragraph.

7. Water Conservation. Residential structures on the lots shall be constructed with conservation water fixtures.

Conservation standards are given below:

	<u>Conservation</u> <u>Standard</u>	<u>Typical</u> <u>Usage</u>
Faucets	2-3 gals./min	5 gals./min.
Shower heads	2-3 gals./min	5 gals./min.
Toilets	3-4 gals./flush	5 gals./flush

In the event the house on Lot 22 is totally reconstructed, such reconstruction shall include the use of conservation water fixtures. Outside lawn/garden irrigation from the domestic water supply shall be limited to five thousand (5,000) square feet per Lot and may be prohibited by the Association in drought years. Additional outside lawn/garden irrigation shall be permitted from the agricultural water rights of the Lazy O Ranch if such use does not interfere with irrigation of the Agricultural Lands and consent for such use is granted by the Association.

8. Trees and Landscaping. There shall be no cutting or altering of trees or bushes or natural vegetation on the Lazy O Ranch, and no further landscaping thereof except as may be authorized in writing by the Architectural Committee.

9. Used or Temporary Structures. No used or previously erected or temporary house, structure, mobile home trailer or nonpermanent outbuilding shall ever be placed, erected or allowed to remain on any Lot except during construction periods, and no dwelling unit shall be occupied in any manner prior to its completion. No motorhomes shall be parked or stored on any Lot

for more than thirty (30) days out of any calendar year unless such is stored in an enclosed garage or other allowed and approved storage building.

10. Fences. All fences erected within the Lazy O Ranch shall be in harmony with the development and the nature setting of the Lazy O Ranch. No fence may be erected unless the written approval of the Architectural Committee has first been obtained. To facilitate wildlife movement through the ranch, all fencing constructed outside the Building Site of the individual lots shall comply with the Division of Wildlife standard for wildlife fencing, as set forth in Exhibit "B" herein, and shall not enclose more than $\frac{1}{2}$ acre of ground. Fencing on the lots shall not be contiguous thereby creating a fenced enclosure greater than $\frac{1}{2}$ acre in size. Fencing constructed within the Building Site of the individual lots shall also comply with the Division of Wildlife standard for wildlife fencing but the fenced enclosure may be any size as long as it falls within the envelope of the Building Site. Notwithstanding, fencing within the Building Site may also include screen fencing to visually screen structures and such screen fencing need not comply with the standards for wildlife fencing.

11. Drainage Control. Each owner shall construct culverts where driveways cross road ditches, irrigation ditches and other drainage ways as required by the Architectural Committee. The minimum size of any culvert and the construction methods utilized

in installing any culvert shall be approved by the Architectural Committee.

12. Road Damage. Each owner is responsible for any damage caused to private roads during the construction of improvements upon his property by any vehicle belonging either to him or any one using the roads of the Lazy O Ranch while engaged in any activity benefiting the owner. Furthermore, each Lot owner shall also be responsible for any damage caused by utility cuts in roads, washouts and runoff damage caused by failure to install culverts properly and in a timely manner as provided in paragraph 11 above. The Association shall have the right to require the lot owner to post a bond or letter of credit of a reasonable amount to cover the cost of repairing road damage resulting from construction on the lot.

13. Enclosure of Unsightly Facilities and Equipment. All unsightly structures, facilities, equipment and other items, including but not limited to those specified below, on any Lot shall be enclosed within a solid, covered structure or screened from view. Any motorhome, trailer, boat, truck, tractor, snow removal or garden equipment, and any similar items on any Lot shall be kept at all time, except when in actual use, in an enclosed garage. Any refuse or trash container, utility meter or other utility facility, gas, oil or water tank, satellite receiving dish for television or other signals, service area, storage pile, or area for hanging clothing or other household

fabrics on, any Lot shall be enclosed or appropriately screened from view by planting or fencing approved by the Architectural Committee and adequate to conceal the same from neighbors, streets and private roads and access drives. No lumber, metals, bulk materials, scrap, refuse or trash shall be kept, stored or allowed to accumulate on any Lot except building materials during the course of construction and only for such reasonable periods of time as is necessary prior to the collection of or disposal thereof.

14. Noxious or Offensive Activities. No noxious or offensive activity shall be carried on upon any portion of the Lazy O Ranch at any time nor shall anything be done or permitted which may be or become a nuisance to other property or to the owners thereof. Notwithstanding, the normal and reasonable agricultural operations of the ranch shall not be precluded or inhibited.

15. Firearms. The discharge or shooting of firearms is prohibited in the Lazy O Ranch except as may be permitted by rules and regulations promulgated by the Board of Directors of the Association.

16. Fire Protection. Each lot owner shall install a fire hydrant at his Building Site prior to issuance of a Certificate of Occupancy for the residential dwelling unit. A twenty-five foot (25') fire break shall be created surrounding the homesite

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