



*Declaration of
Protective Covenants
and
By-Laws
(Updated 05/17/09)*

**BULL DOMINGO RANCH PROPERTY OWNERS'
ASSOCIATION, INC.
P.O. BOX 248
WESTCLIFFE, CO 81252**

**BULL DOMINGO RANCH
PROPERTY OWNERS' ASSOCIATION INC.**

The Bull Domingo Ranch Property Owners' Association, Inc. (BDRPOA) is a private, not-for-profit corporation governed by protective covenants and by-laws, with Articles of Incorporation filed with the State of Colorado Secretary of State.

Being a member of the property owners' association has both benefits and responsibilities. All property owners are encouraged to actively participate on a committee, to serve on the Board of Directors and to follow the BDRPOA protective covenants and by-laws.

This BDRPOA manual contains the covenants, by-laws, and a synopsis of policies the board of directors follows regarding the administration of the ranch.

Property owners are provided with a complimentary copy of this manual. Additional copies may be purchased for \$5.00 each, plus postage.

DECLARATION OF PROTECTIVE COVENANTS

Bull Domingo Ranch Property Owners' Association, Inc. (hereafter referred to as BDRPOA), and its members as owners of real property in Bull Domingo Ranch Subdivision, situated in the county of Custer, State of Colorado, as shown by the plats and/or maps of said subdivision recorded with the Custer County Clerk and Recorder, in compliance with Covenant XIV, entitled, Terms of Covenants, of the Original Declaration of Protective Covenants of Bull Domingo Ranch Joint Venture, recorded at Reception No. 14538, Book No. 203, Page No. 754 (as shown in the attached affidavit) in order to protect the living environment and preserve the values within said subdivision.

HEREBY DECLARE that the property within the confines of Bull Domingo Ranch Subdivision shall be held, leased, sold and conveyed subject to the following covenants, and that each covenant shall inure to and run with the land and shall apply to and bind all current members and their respective successors in interest. The following covenants have been approved in writing by a majority of BDRPOA's members and the property within the Bull Domingo Ranch Subdivision are made subject to their provisions.

I. INTENT. It is the intent of these covenants to protect and enhance the value, desirability and attractiveness of said property, and to prevent the construction of improper or unsuitable improvements. Restrictions are kept to a minimum while keeping in constant focus the right of property owners to enjoy their property in attractive surroundings free of nuisances, undue noise, and danger. Further, it is intended that the natural environment be disturbed as little as possible.

II. PROPERTY OWNERS' ASSOCIATION. BDRPOA will be operated as per the by-laws of the association.

A. MEMBERS: Every property owner will automatically be a member of the Property Owners' Association

B. PURPOSE: The purpose of BDRPOA is to use its authority, as given in the by-laws:

1. To enforce these protective covenants.
2. To assess property owners annual dues, and
3. To see that assessment funds are used as intended; pay common area costs, extend electricity lines, to own and provide upkeep and improvements to all non-county roads in Bull Domingo Ranch for the use of all tract owners of Bull Domingo Ranch Map No. 1 and all subsequent Maps of Bull Domingo Ranch, and to convey said roads to the County of Custer upon acceptance of said county.

Should any property owner fail to pay assessments when due, the Property Owners' Association may file a lien against the owner for collection purposes.

III. (A) HOMES: After January 1, 1998, no residential structure shall be built on Bull Domingo Ranch that is less than 800 square feet of living space enclosed by the perimeter of the building, exclusive of garage, porches, balconies, sun decks, roof-overhangs and out-buildings. No structure to exceed 25 feet height limit and/or the Custer County height limit. All homes commenced on Bull Domingo Ranch shall be prosecuted diligently to completion and all exteriors of homes to be completed within 15 months of start of construction. Any exception to these rules must be given prior approval by the Board of Directors or the committee assigned to this purpose. If such exception is beyond the bounds of County limitations, approval of the appropriate County agency is mandatory.

III. (B) HOME OCCUPATION. Home occupation for business usage is allowed on Bull Domingo Ranch as defined by Custer County Regulations with the following additional restrictions:

1. No advertising or signage within Bull Domingo Ranch.
2. All such home businesses must receive prior approval from the BDRPOA Board of Directors and must meet the Custer County Home Occupation definition. No County permit is required other than zoning permits for structure and septic system.
3. Will not involve the use of hazardous materials.
4. No parking areas, other than normal for the residence, will be allowed nor shall there be such additional traffic as to infringe on the rights of any Bull Domingo Ranch property owner(s). In case of a dispute, follow the Grievance Procedure. The BDRPOA Board of Directors shall make the final determination of what constitutes "normal" and "infringe."
5. Any business, which requires a special or conditional use permit from Custer County, would not qualify as Home Occupation, and would, therefore, be prohibited.

IV. SETBACKS. No structure may be erected within fifty feet of the right-of-way line of any road within Bull Domingo Ranch nor within fifty feet of any side or rear line of any parcel. Owners to obtain current county regulations when filing for building permit from Custer County Zoning Office.

V. TRASH AND RUBBISH. Rubbish, garbage or waste shall be kept and disposed of in a sanitary manner, and all containers shall be kept in a clean, sanitary condition. In case of a dispute, follow the Grievance Procedure. The Property Owners' Association Board of Directors shall make the final determination of what constitutes "trash and rubbish."

VI. EASEMENTS. Utility easements shall extend twenty-five feet on either side of all boundary lines for all parcels at Bull Domingo Ranch.

VII. NUISANCES. No owner shall cause or allow the origination of excessive odors, sounds or lights from their parcel. No owner shall cause or allow any other nuisances of any kind whatsoever to exist on their parcel. In case of a dispute, follow the grievance procedure. The Property Owners' Association Board of Directors shall make the final determination of what constitutes a nuisance.

VIII. ANIMALS. Animals will be allowed on Bull Domingo Ranch for the personal use of property owners. Any animals raised for the purpose of commercial and/or agricultural activity must be approved by the BDRPOA Board of Directors. Commercial feedlots, commercial swine operations and commercial poultry operations shall be prohibited. All requests for Board approval shall be in writing and contain a full and complete description of the activity requested.

IX. MOTOR VEHICLES. No motorized vehicle, which is either non-operational or non-licensed, shall be kept or stored on any parcel, unless said vehicle is kept or stored in a fully enclosed building.

X. TEMPORARY RESIDENCES. No structure of temporary character, recreational vehicle, camper unit, camper shell, trailer, basement, tent or accessory building shall be used on any tract or parcel as a permanent residence except that during the period of construction of a permanent residence. With a written request to the Board of Directors or the designated committee, a temporary structure may be permitted for a period not to exceed six (6) months. Upon showing good cause, the Board of the designated committee may grant an extension of time.

Recreational vehicles, camper units, trailers and tents may be used for vacation camping for consecutive periods not to exceed a total of 90 days in any 12 consecutive months. After 90 days, the unit must be removed from Bull Domingo Ranch. Upon showing good cause, the Board or the designated committee may grant an extension of time.

Whenever possible, the temporary structure, recreational vehicle, camper unit, camper shell, trailer, tent or accessory building shall be placed in an area sheltered from any neighbor's view and from any road.

XI. MOBILE HOMES. Mobile homes shall not be permitted on any parcel within Bull Domingo Ranch, except those areas that may be specifically designated for mobile homes. Double-wide mobile homes, in excess of 800 square feet, may be approved by the Property Owners' Association if the home has a pitched roof, wood siding, shingles, and placed on a permanent foundation.

XII. LAND USE. Commercial wood harvesting, mining (including the removal of soil, gravel or rock) is prohibited. Quarrying, crushing and screening of rock and gravel from any property on Bull Domingo Ranch solely for the purpose of maintaining Bull Domingo Ranch roads is allowed, provided written permission is obtained from any owners of parcels used and the adjacent property owners. The Property Owners' Association will be responsible for obtaining any and all necessary permits. The properties used shall be returned to the parcel owner in a useable condition as mutually agreed upon.

XIII. ENFORCEMENT. Enforcement shall first be by following the BDRPOA Grievance Procedure. Should this fail to satisfy the parties then it shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant. Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

XIV. TERMS OF COVENANTS. These covenants and restrictions are to run with the land and shall remain in full force and effect, but may be amended by the affirmative vote of two-thirds of all the lot owners. Each owner shall be entitled to one vote per lot. The owners of at least one-third of the lots may call for a vote on the proposed amendment. Copies of the proposed amendment shall be sent to each lot owner(s) at their last recorded mailing address as shown in the books of BDRPOA by first class mail. The notice shall provide that the vote shall be held at a time and place in Custer County, Colorado, at least 30 days after the mailing of said notice. Voting may be by mail, in person, or by written proxy.

XV. SEVERABILITY. Invalidation of any of these covenants or any part thereof by judgment or court order shall in no way affect any of the other provisions thereof, which shall remain in full force and effect.

XVI. COUNTY REGULATIONS. To the extent that the applicable county or other governmental regulations, rules, codes, ordinances or laws are more restrictive or impose higher standards in their allowable land utilization than these covenants, they shall supersede these covenants and govern at all times.

XVII. AIRCRAFT. All aircraft operation from, or to, any premise within the confines and jurisdiction of Bull Domingo Ranch, other than a medical or emergency aircraft or helicopter, is prohibited. An aircraft is herein defined as a device that is used, or intended to be used, for flight in the air. This will include, but not be limited to, the following: airplanes, airships, balloons, gliders, gyroplanes, gyro dynes, helicopters and ultra lights.

XVIII. HUNTING. (Colorado law states that a property owner(s) is entitled to hunt his own land.) Hunting on Bull Domingo Ranch is limited to member's property only. Invited hunting guests may include, but not be limited to, other members of BDRPOA.

Owners planning to hunt their own property, or having invited guests hunt their property, must register themselves and their guests with Bull Domingo Ranch Security or the committee responsible for monitoring hunting during the various hunting seasons.

Registration must be done each year on the form provided by BDRPOA prior to the opening of hunting season and will include the following:

- A.** Names of all persons hunting their property,
- B.** During which season(s) and which game will be hunted.
- C.** Bull Domingo Ranch map(s) and parcel(s) numbers being hunted.

Each member assumes responsibility for themselves and their guests to meet all federal, state and local laws, rules and regulations pertaining to hunting, including all rules and regulations imposed by BDR.

XIX. COUNTER PARTS. This instrument may be executed in a number of counter parts any one of which may be considered an original.

DEFINITIONS:

The following definitions shall apply in the interpretation of these covenants:

Hazardous or toxic substances: EPA-defined hazardous and toxic material described in Resource Conservation and Recovery Act.

Motor Vehicles: Means a machine propelled or pulled by power other than human power designed to travel along the ground by use of wheels, treads, tracks, runners or slides and shall include, without limitation, automobiles, trucks, motorcycles, tractors, field machinery, buses, campers, snowmobiles, all terrain vehicles, utility and travel trailers, bulldozers, earth-moving or compacting equipment, backhoes or truck bed/boxes which are:

- A.** Inoperable;
- B.** Not capable of travel in connection with their normal power source;
- C.** Partially or wholly dismantled; or
- D.** Without current license plates, unless exempt from registration

Noise Pollution: means sound that is unduly offensive to any reasonable person.

Person: any natural person, firm, partnership, association or corporation.

Rubbish:

- A.** Any trash, garbage or litter;
- B.** Any abandoned objects or materials including without limitations, newspapers, magazines, glass, metal plastic, packaging or construction materials, vehicles, furniture, appliances, animal waste and carcasses of dead animals;
- C.** EPA-defined hazardous and toxic substances or any noxious or offensive matter of any kind.
- D.** Any object likely to cause injury to any person, or to create a traffic hazard.

BDRPOA By-LAWS **(Revised through 05/17/09)**

ARTICLE I. OFFICES

The principal office of the Corporation in the State of Colorado shall be at the principal residence of the Administrator of record of BDRPOA. The Corporation may have such other offices, either within or without the State of Colorado, as the Board of Directors may designate or as the business of the corporation may require from time to time. (As amended 4/27/91; 6/14/97; 5/16/2001; 4/16/04)

ARTICLE II. MEETINGS

SECTION 1. Annual Meeting. The annual meeting of the members shall be on a date set each year by the Board of Directors for the purpose of electing directors and for the transaction of such other business as may come before the meeting. (Amended 11/04/89; 6/14/97)

SECTION 2. Special Meetings. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President or by the Board of Directors, and shall be called by the President at the request of not less than ten percent (10%) of all the members of BDRPOA.

SECTION 3. Place of Meeting. The Board of Directors may designate any place, either within or without the State of Colorado unless otherwise prescribed by statute, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. A waiver of notice signed by a majority of members entitled to vote at a meeting may designate any place, either within or without the State of Colorado, unless otherwise prescribed by statute, as the place for the holding of such meeting. If no designation is made, or if a special meeting is otherwise called, the place of meeting shall be in Custer County in the State of Colorado. (Amended 6/14/97)

SECTION 4. Notice of Meeting. Written notice stating the place, day and hour of the meeting and, in case of special meetings, the purpose or purposes for which the meeting is called, shall, unless otherwise prescribed by statute, be delivered not less than ten nor more than fifty days before the date of the meeting, either personally or by mail, by, or at the direction of, the President, or the Secretary, or the persons calling the meeting, to each member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his/her address as it appears on the books of BDRPOA, with postage thereon prepaid, but if three successive letters mailed to the last known address of any member of record are returned and undeliverable, no further notices to such member shall be necessary until another address for such members is made known to BDRPOA.

SECTION 5. Quorum. Twenty percent (20%) of the members of BDRPOA entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of members. If less than twenty percent (20%) of the members are represented at a meeting, a majority of the members so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum. (Amended 5/16/2001)

SECTION 6. Proxies. At all meetings of members, a member may vote in person, in writing, by proxy executed in writing by member or by their duly authorized attorney-in-fact. Such proxy shall be filed with the Secretary of BDRPOA before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

SECTION 7. Informed Action by Members. Unless otherwise provided by law, any action required to be taken at a meeting of the members, or any other action which may be taken at a meeting of the membership, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof. (Amended 6/14/97)

ARTICLE III. BOARD OF DIRECTORS

SECTION 1. General Powers. The business and affairs of the Corporation shall be managed by its Board of Directors.

SECTION 2. Number, Tenure and Qualifications. The number of Directors of the Corporation shall be no less than three or more than ten. The number of Directors shall be set at any special or annual meeting of Directors, but the number shall be three until changed at a subsequent meeting of Directors. The terms of directors shall be staggered so that the terms of office of not less than one-half the directors (or one fewer than one-half if the

number of the directors in an uneven number) shall expire each year. The term of each Director shall be two years. Each Director shall hold office until the next annual meeting of members occurring in the year in which his/her term expires and until his/her successor has been elected and qualified. (For the first year in which Directors shall be elected pursuant to this amended by-law, the term of elected Directors shall be determined by lot after all Directors have been elected.) Only members of BDRPOA who are not delinquent in the payment of any dues or assessments shall be eligible for election as Directors. (Amended 4/27/91; 1/15/04; 12/01/06)

SECTION 3. Regular Meetings. A regular meeting of the Board of Directors shall be held without other notice than this by-law immediately after, and at the same place as, the annual meeting of members. The Board of Directors may fix, by resolution, the time and place for the holding of additional regular meetings without other notice than such resolution. (As amended by resolution of the Board of Directors, 6/14/97)

SECTION 4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors. The person or persons authorized to call special meetings of the Board of Directors may fix the time and place for holding any special meeting of the Board of Directors called by them.

SECTION 5. Telephone Meetings. Members of the Board of Directors or any committee designated by the Board may participate in any meeting of the Board or Committee by means of conference telephone or other electronic communications equipment by which all persons participating in the meeting can communicate with each other at the same time. Such participation shall constitute presence in person at the meeting. (Amended 6/14/97)

SECTION 6. Notice. Notice of any special meeting shall be given at least seven days previously thereto by written notice delivered personally or mailed to each Director at his/her business address, or by telegram. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Director may waive notice of any meeting. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. (As amended by resolution of the Board of Directors, 6/14/97)

SECTION 7. Quorum. A majority of the number of Directors fixed by Section 2 of this Article III shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such a majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

SECTION 8. Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

SECTION 9. Action Without a Meeting. Any action that may be taken by the Board of Directors at a meeting may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall be signed by all of the Directors.

SECTION 10. Vacancies. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors though less than a quorum of the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his/her predecessor in office. Any directorship to be filled by reason of an increase in the number of Directors may be filled by election by the Board of Directors for a term of office continuing only until the next election of Directors by the members. (Amended 6/14/97)

SECTION 11. Compensation. By resolution of the Board of Directors, each Director may be paid her/his expenses, if any, for attendance at each meeting of the Board of Directors, and may be paid a stated salary as Director or a fixed sum for attendance at each meeting of the Board of Directors or both. No such payment shall preclude any Director from serving the Corporation in any other capacity and receiving compensation therefore. (As amended by resolution of the Board of Directors, 6/14/97)

SECTION 12. Presumption of Assent. A Director of BDRPOA who is present at a meeting of the Board of Directors at which action on any BDRPOA matter is taken shall be presumed to have assented to the action taken, unless his/her dissent shall be entered in the minutes of the meeting, or unless he/she shall file his/her written dissent to such action with the person acting as Secretary of the meeting before the adjournment thereof, or shall forward such dissent by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

SECTION 13. Indemnification of Directors. Each director, officer and committee chair person of this corporation, whether or not then in office, and such director, officer, or committee chairperson's personal representative, shall be indemnified by the corporation to the maximum extent allowed by Colorado law including, but not limited to, all costs and expenses actually and reasonably incurred by such director, officer or committee chairperson in connection with the defense of any action, suit, or proceeding in which such person may be made a party by reason of being or having been such director, officer or committee chairperson except in relation to matters as

to which such director, officer or committee chairperson shall be finally adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty to the corporation. Such costs and expenses shall include amounts reasonably paid in settlement for the purpose of curtailing the costs of litigation, but only if the corporation is advised in writing by its counsel that in counsel's opinion the person indemnified did not commit such negligence or misconduct. The foregoing right of indemnification shall not be exclusive of other rights to which such director, officer or committee chairperson may be entitled as a matter of law or by agreement. (Amended 12/1/01)

ARTICLE IV. OFFICERS AND COMMITTEES

SECTION 1. Number. The officer of BDRPOA shall be a President, a Vice-President, a Secretary and a Treasurer, each of whom shall be elected by the Board of Directors. All officers of BDRPOA shall be members of BDRPOA. Such other officers and assistants to officers as may be deemed necessary may be elected or appointed by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary. The officers of BDRPOA shall be natural persons of the age of eighteen years or older. (Amended 11/04/89)

SECTION 2. Election and Term of Office. The officers of BDRPOA to be elected by the Board of Directors shall be elected annually at the first meeting of the Board of Directors held after each annual meeting of the members. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. Each officer shall hold office until his/her successor shall have been duly elected and shall have qualified or until his/her death or until he/she shall resign or shall have been removed in the manner hereinafter provided.

SECTION 3. Removal. Any officer or agent may be removed by the Board of Directors whenever, in its judgment, the best interests of BDRPOA will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Any member of the Board of Directors, if absent from three consecutive regular or special meetings without having submitted due cause in writing, may be removed by majority vote of the Board of Directors. Election or appointment of any officer or agent shall not of itself create contract rights. (Amended 6/14/97)

SECTION 4. Vacancies. A vacancy in any office because of resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 5. President. The President shall be the principal executive officer of BDRPOA and, subject to the control of the Board of Directors, shall, in general supervise and control all of the business and affairs of BDRPOA. The President shall annually appoint the chairpersons of standing and ad hoc committees, and, when present, preside at all meetings of the members and of the Board of Directors, unless a different chairperson has been otherwise designated or elected. The President may sign, with the Secretary or any other proper officer of the Corporation thereunto authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of the President and such other duties as may be prescribed by the Board of Directors. (Amended 7/2/94)

SECTION 6. Vice-President. In the absence of the President or in the event of his/her death, inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be prescribed by the President or by the Board of Directors.

SECTION 7. Secretary. The Secretary shall: (a) keep the minutes of the proceedings of the members and of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; (c) be custodian of the Corporation records and of the seal of BDRPOA and see that the seal of BDRPOA is affixed to all documents, the execution of which on behalf of BDRPOA is duly authorized; (d) keep a register of the post office address of each member which shall be furnished to the Secretary by such member; and (e) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be prescribed by the President of the Board of Directors.

SECTION 8. Treasurer. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of BDRPOA; (b) receive and give receipts for monies due and payable to BDRPOA from any source whatsoever, and deposit all such monies in the name of BDRPOA in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article V of the By-Laws; and (c) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be prescribed by the President or by the Board of Directors. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of these duties in such sum and with such surety or sureties as the Board of Directors shall determine. (Amended 6/14/97)

SECTION 9. Salaries. The salaries of the officers shall be fixed from time to time by the Board of Directors and no officer shall be prevented from receiving such salary by reason of the fact that he or she is also a Director of BDRRPOA. (Amended 6/14/97)

SECTION 10. Committees. (a) Standing Committees. BDRPOA shall operate with the following standing committees: Election; Security; Roads; Utilities; By-Laws; (b) Ad Hoc Committees. Ad Hoc Committees may be established at the discretion of the President; (c) Standing Committee Responsibilities. Security Committee shall work with law enforcement and regulatory agents to address issues and concerns relating to the enforcement of the covenants and the safety and security of BDRPOA members and their property. Roads Committee shall plan the development and maintenance of roads based upon available funding and anticipated home construction by members. Utilities Committee shall plan the orderly extension of electrical distribution lines and the provisions for telephone service based upon available funding and anticipated home construction by members. By-Laws Committee shall annually review the By-Laws and make recommendations for change, which will support the dynamic development of BDRPOA. (Amended 7/2/94; 5/17/09)

ARTICLE V. DUES AND ASSESSMENTS

SECTION 1. Dues and Assessments. The annual dues for membership in BDRPOA shall be fixed each year for each tract of land owned by a member based upon the budget of BDRPOA adopted by the Board of Directors and ratified by the members at the annual meeting. During the fiscal year, the Board of Directors of BDRPOA may levy special assessments as a result of unexpected expenses and/or to replenish cash reserves, provided that no emergency or special assessment during any fiscal year may exceed the amount of the current annual dues in effect at the time. Should special assessments be levied, each property owner will be notified by mail and notice will also be placed in the Association Newsletter. Owners will be allowed six months from time of notice to pay any special assessments. (Amended 4/30/94; 5/16/2001; 3/11/2007; 4/15/2007; 8/10/2007)

SECTION 2. Payment and Collection of Dues. The Treasurer shall send a notice to each member by August 31 of each year reflecting the amount of dues payable by such member for each year. Dues shall be due and payable within thirty (30) days after the mailing of the notice by the Treasurer, but in no event later than November 1 of each year. An additional assessment of twenty-five dollars (\$25.00) shall be made against any member who fails to pay the full amount of dues assessed by November 1. In addition, that portion of any annual dues assessment which remains unpaid at November 1 shall bear interest from such date until paid at the rate of one percent (1%) per month. The voting rights of any member who is delinquent in the payment of annual dues shall be suspended until such delinquent dues, late charges, interest, lien filing fees, and attorney fees have been paid. (Amended 5/16/2001)

SECTION 3. Delinquent Dues and Assessments; Assessment Liens. In accordance with the Declaration of Protective Covenants, BDRPOA may file a notice of lien against any member who, as of January 1 of any year, is delinquent in the payment of annual dues or assessments. All attorney fees and recording fees in connection with the filing and release of assessment liens shall also be assessed against a delinquent member, and must be paid before any assessment lien shall be released. BDRPOA may also use such other remedies as are provided by law for collection of delinquent dues and assessments. (Amended 4/27/91; 12/01/06)

ARTICLE VI. CONTRACTS, LOANS, CHECKS AND DEPOSITS

SECTION 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of BDRPOA, and such authority may be general or confined to specific instances.

SECTION 2. Loans. No loans shall be contracted on behalf of the Corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

SECTION 3. Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of BDRPOA, shall be signed by such officer or officers, agent or agents, of BDRPOA and in such manner as shall from time to time be determined by resolution of the Board of Directors.

SECTION 4. Deposits. All funds of BDRPOA not otherwise employed shall be deposited from time to time to the credit of BDRPOA in such banks, savings institutions, trust companies or other depositories as the Board of Directors may select.

SECTION 5. Connection Fee. Every property owner who connects to electrical distribution lines extended in whole or in part at the expense of BDRPOA or the developer, shall be assessed an electrical connection charge in the amount of \$5,000, payable prior to the connection. All such electrical connection assessment payments received by BDRPOA shall be placed in a separate fund, and shall be used and expended by BDRPOA for the benefit of members of BDRPOA. (Added by resolution of the Board of Directors, ratified by vote of members on 7/14/90.) (Amended 6/14/97; 5/19/2006 tap fee increase from \$3,000 to \$5,000 effective October 1, 2006)

ARTICLE VII. FISCAL YEAR AND BUDGET YEAR

The fiscal year of the Corporation shall begin on January 1 and end on December 31 in each year. The budget year shall begin on August 1 and end on July 31 in each year.

ARTICLE VIII. CORPORATE SEAL

The Board of Directors shall provide an Association Seal, which shall be circular in form and shall have inscribed thereon the name of BDRPOA, the State of Incorporation, and the word "SEAL." Either an embosser or rubber stamp shall be provided. (Amended 6/14/97)

ARTICLE IX. WAIVER OF NOTICE

Unless otherwise provided by law, whenever any notice is required to be given to any member or Director of the Corporation under the provisions of these By-Laws or under the provisions of the Articles of Incorporation or under the provisions of the State of Colorado Corporation Code, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time state therein, shall be deemed equivalent to the giving of such notice.

ARTICLE X. AMENDMENTS

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by the Board of Directors at any regular or special meeting of the Board of Directors, subject to the rights of members to repeal or amend By-Laws as provided by law.

POLICIES AND COMMITTEES

Because of the size of Bull Domingo Ranch, over 25,000 acres with more than 35 miles of roads, many of the committees are split into two sections. Grape Creek is the so-called "dividing line." The area north of the creek includes Maps 1-12, 15-16, 28-30, plus Oak Grove Circle parcels, Carey parcels and Ennis parcels. The area south of the creek includes Maps 14 and 17-27. Because conditions vary throughout the Ranch, having committees responsible for two areas not only eases the workload of the committee, but also affords better attention to each area.

The following policies govern each committee:

Road Committee. A major portion of member dues goes for the maintenance and repair of BDR roads. In order to best manage this objective a Road committee consisting of the Board Members shall assign North and South Road Managers with the boundary between North and South defined by Grape Creek. The Road Managers may or may not be Board Members.

On a yearly basis the Road Committee with input of the Road Managers shall solicit bids from contractors. The Committee shall select and prioritize those contractors to be used. All agreements will be stipulated on a uniform contract. All orders for work must be initiated and approved by the Road Manager or the person in charge in their absence. Road reports are to be an agenda item at the regularly scheduled Board of Director meetings.

A road budget is formulated each year by the Committee based upon funds available. Generally the road budget is divided between North and South based upon the number of road miles in each area. Road development and maintenance is the responsibility of the Road Managers and is based upon the budget with a priority given to repairing hazards. The main or most traveled roads are next in importance followed by roads that serve full-time home owners. Least in importance are the roads that serve part-time residences or future construction sites. (4/19/09)

Snowplowing. Plowing will take place when a minimum of six (6") inches of snow has accumulated on the ground or at the discretion of the Road Manager, if he or she deems it necessary to maintain the safety of travelers to the ranch and/or to preserve the condition of the ranch roads.

The Road Managers can gather snowfall information by contacting residents throughout the ranch or by visual inspection. The Manager(s) then dispatches the contractor(s) to the areas in need of plowing.

Snowplowing priorities follow those of road maintenance with the main roads receiving the greatest attention followed by the secondary roads and lastly the roads that serve part-time residents and future construction sites.

Part-time residents who plan to visit the ranch during the snow season must contact the Road Manager before their arrival to ensure their road has been plowed. Persons needing driveways plowed can contact the Road Manager for contractor options. (Amended 4/16/04; 9/23/04; 4/19/09)

Culvert Policy. Culverts to go under driveways along the bar ditch are an asset to prevent water run-off from washing out both roads and driveways. One culvert is supplied to each property owner at BDRPOA cost to be used where the property driveway meets the ranch road. It is the responsibility of the property owner to have the culvert installed. Grading contractors may call the BDRPOA office for instructions where to pick up a culvert. (Amended 08/13/2006)

Electric Policy. BDRPOA charges a \$5,000 tap fee for any and all connections to the Bull Domingo Ranch Electrical Distribution System.

This simply put, means that if you extend an existing core line to your property, it will cost you the price of installation, plus a \$5,000 tap fee. To qualify for reimbursement, all core line extensions must be installed in BDR road right of ways, unless the Board of Directors, upon application of an interested party, shall approve an alternate installation. Effective 10/08/06, core line extensions will be repaid based on the number of properties that can be serviced in the future. Example, if the core line extension goes past 2 (two) properties that can be electrified, you could be repaid up to \$10,000 (2x\$5,000 tap fees). The maximum re-payment will be calculated using this formula or the actual cost of the core line extension, whichever is less, not counting your tap fee.

If you connect to an existing core line, you will be charged a \$5,000 tap fee. All costs to tap into an existing core line will be considered part of the service line to the property.

To start electrical service to your property, contact the Utilities Chairperson or any board member who will notify the appropriate utility company to get estimates for extending the core line, and/or burying the loop to the structure. Upon acceptance of the estimate(s), payment (including the tap fee) must be sent to BDRPOA. We will then forward the monies to the utility company for installation, and if a qualified core line extension, add you to the re-payment list.

Tap fees are used to repay those owners who qualify under the core line reimbursement policy. Repayment of core line extensions will be in the order they were installed. The oldest lines will be reimbursed first. The repayment schedule will be determined and maintained by the Chairman of the Utilities Committee and the Board of Directors.

The reimbursement policy is non-transferable. If a property is sold (including, but not limited to, a Sheriff's sale, tax lien sale, bank or mortgage company foreclosure) with an unpaid balance on any core line extension, the property owner is no longer a Bull Domingo Ranch property owner, their name will drop off the re-payment list and no future payments will be made. The time limit for repayment of core line extensions is ten years from date of original installation. There is no guarantee that the BDRPOA will collect sufficient tap fees to reimburse all core line extensions, nor is this policy a guarantee of payment, or that the policy will not change in the future.

All utility lines hereafter installed within the Bull Domingo Ranch development shall be installed underground, unless the Board of Directors, upon application by an interested party, for good cause shown, shall approve an alternate installation method. (Amended 7/7/91; 2/20/03; 5/19/2006; 10/08/06; 11/21/06)

Hunting. (Covenant XVIII, Hunting) ALL owners planning to hunt their own property, or having invited guests hunt their property, must register themselves AND their guests with BDR Security at least two weeks prior to the start of hunting season by completing the form provided by BDRPOA. This form includes the names of all persons authorized to hunt, the map and parcel numbers being hunted, which season(s) and which game will be hunted. Each owner assumes responsibility for themselves and their guests to meet all federal, state and local laws, rules and regulations pertaining to hunting, including those imposed by BDRPOA.

In addition, owners are responsible for their guests knowing the boundaries of the parcels to be hunted, and will make their guests aware of residences and habitable out-buildings or barns on adjoining parcels that are posted NO HUNTING. Hunters will maintain a distance of 300 feet from any residence or barn and will not shoot in the direction of any house or outbuilding. Owners should be present when guests are hunting on owner's property. If it is physically impossible for an owner to be in the area of their parcel while guests are hunting, they must include a telephone number on their hunting registration form where they can be reached.

There shall be no more than six hunters on any one 35-acre parcel at a time, and fewer hunters, depending on the type of terrain and the clear line of fire.

Use of ATV's for anything except recovery of game is illegal. ATV's cannot be used for herding and tracking. NO SHOOTING is allowed from roads or vehicles.

There is no longer any BLM property on Bull Domingo Ranch. All property along Grape Creek within Bull Domingo Ranch is privately owned. Respect your ranch neighbors who have their parcels posted NO HUNTING and/or NO TRESPASSING. Before tracking wounded animals, make every effort to first notify the property owner, a member of the volunteer hunting patrol, a patrolling DOW agent or Custer County Sheriff's deputy.

Respect the BDRPOA volunteer hunting patrol members. They are here to protect both hunter owners and non-hunter owners, as well as their properties.

Cattle Grazing. Colorado is an “open-range” state, meaning it is the responsibility of property owners to fence out cattle from their land.

Bull Domingo Ranch is leased out each year for cattle grazing, usually from May to October. Besides providing income to the BDRPOA, property owners who allow cattle to graze their property receive a favorable agriculture status for their property taxes. The lease limits the number of cattle allowed on the ranch during any one year and the rancher is required to rotate them regularly from one area to another. Cattle are attracted to water and do like grass. It is recommended that lawns be fenced off. The Board of Directors can suggest different types of fencing, or consult the booklet, *Rural Living in Custer County*, available from the Colorado State Extension Office at the County Courthouse in Westcliffe.

Mailbox Policy. Effective August 15, 2006, personal mailboxes will no longer be permitted at the ranch entrances. Cluster boxes will be provided to property owners for a one-time, non-refundable fee of \$100. Property owners will be furnished with one key (which may be duplicated). BDRPOA will keep duplicate keys at the business office in the event keys are lost to eliminate the necessity and cost of replacing locks in the future.

At such time that a property owner sells their property and/or moves and no longer receives mail at the ranch, their box will be available at the \$100 fee to any other interested resident. All fees for the boxes will be directed to a dedicated fund to be used for purchase of additional cluster boxes as demand dictates. (Added 8/15/06)

Election Policy.

1. The Treasurer shall give the Election Chairman an updated mailing list of BDRPOA property owners, including the number of lots owned by each property owner. (One vote is allowed per lot owned.)
 2. The Election Chairman will prepare a mailing containing the election ballots and voting instructions.
 3. The mailing will contain one ballot for each lot owned by the property owner. It will not be necessary for the property owner to sign the actual ballot, but will require a signature and date on the back of the return envelope.
 4. Each ballot will be numbered for control purposes and an audit trail. The master control sheet to track legitimate ballots mailed and returned will be maintained by the Election Chairman. This control sheet will not be given out so that the secrecy of the ballots will be intact, even if a request is made for the ballots or the envelopes. If a legitimate request is made to examine the ballots, the ballots themselves will not contain the name of the voter.
 5. If a legitimate request is made challenging the voter eligibility, the envelopes with the property owners' signatures and dates can be examined without the ballots themselves.
 6. The ballot will be printed on a half sheet of paper with a three digit number in blue or red. The purpose of the (colored) number is to maintain a master control list of outstanding and received ballots, and to prevent easy duplication of a ballot.
 7. All returned ballots shall be given to the Election Chairman who shall maintain a list of property owners returning ballots so that property owners who have not returned their ballots can be contacted and reminded to do so.
 8. The Election Chairman shall not open the envelopes received until the Election Committee convenes to count the ballots after the deadline for voting has passed.
 9. The Election Chairman shall report the results of the voting to the Board, listing the winners in alphabetical order without the number of votes received. The Election Chairman shall also report the total number of votes received, the number of owners voting and the percentages those represent.
 10. The Election Chairman shall retain the ballots, envelopes and control sheet for two years following the election. (Added 5/18/08)
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GRIEVANCE PROCEDURE

1. Neighbors should first speak to neighbors to remedy any problems or alleged violations of a protective covenant.
2. Any alleged violation of the Declaration of Protective Covenants may be reported to any member of the BDRPOA Board of Directors. The report must include the type of violation, location and date the alleged violation was observed. The report may be verbally submitted, but a signed, written follow-up is necessary before formal action can be instituted. If requested, and for good reason, the signer's name may be kept confidential, unless legal action should be required that would necessitate the appearance of the complainant.
3. The board member receiving the report shall inform the chairperson or member of the Security Committee of the reported violation within five (5) business days.
4. A member of the Security Committee, with the assistance of a consultant or consultants, if required, shall investigate the incident and inspect the location within five (5) business days, or as soon as the weather allows, to determine the existence of a violation.
5. The Security Committee chair or member will provide within five (5) business days to the Secretary a written report stating the date of the inspection and the findings.
6. Upon receiving verification of a violation, the Secretary shall within five (5) business days send a written notice to the property owner by first class mail. The notice shall state the nature of the violation and the date of verification.
7. If the property owner disagrees with the findings of the inspection, he/she may file with the President or Secretary a written appeal within ten (10) business days from the date of the notice sent by the Secretary. This appeal shall state the nature of the owner's disagreement and may request a meeting with the Grievance Committee.
8. The appeal process shall be completed within thirty (30) business days from the date the appeal request is received from the property owner disagreeing. Upon expiration of that thirty (30) business days, if parties are unable to reach agreement as to the existence of a violation, or the steps to be taken to remedy such violation, either party may seek remedy as set forth in Section XIII of the Declaration of Protective Covenants of the BDRPOA.