



Amended
Declaration of
By-Laws
(Updated 03/26/18)

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 by-laws, and a synopsis of policies the board of directors follows regarding the administration of the ranch. The BDRPOA Protective Covenants are listed in a separate manual.

Property owners are provided with a complimentary copy of both the Protective Covenants and By-Laws. Additional sets may be purchased for \$5.00 per set, plus postage or a copy can be viewed and printed on the BDR website (bulldomingoranch.org), under Covenants and By-Laws.

Bull Domingo Ranch
Property Owners' Association, Inc.

Declaration of By-Laws
(Revised through 3/26/2018)

ARTICLE I. OFFICES

The principal office of the Corporation in the State of Colorado shall be at the principal residence of the Treasurer 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; 5/16/01; 4/16/04; 5/3/15)

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 announcing the new Board of Directors, the passing of the budget and for the transaction of such other business as may come before the meeting. (Amended 11/04/89; 6/14/97; 5/3/15)

SECTION 2. Special Meetings. Special meetings of association 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. (Amended 5/3/15)

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 5/16/01)

SECTION 6. Proxies A member may vote 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 the established deadline for receiving ballots. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy. (Amended 5/3/15; 3/26/18)

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 regular, 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 if the number of the directors is 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 or until his/her successor has been elected and qualified. 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; 5/3/15)

SECTION 3. Regular Meetings. The Board of Directors may fix, by resolution, the time and place for the holding regular meetings without other notice than such resolution. (As amended by resolution of the Board of Directors, 6/14/97 5/3/15)

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 such meetings. (Amended 5/3/15)

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 address of record, or by electronic communications. 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; 5/3/15)

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, setting forth the action to be taken, shall be approved by a majority of the directors via electronic communications. (Amended 5/3/15)

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 electronic or regular 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. (Amended 5/3/15)

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, 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; 5/3/15)

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 files 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. (Amended 5/3/15)

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 BDRPOA. (Amended 6/14/97)

SECTION 10. Committees. Standing Committees. BDRPOA shall operate with the following standing committees: Road, Electric, Hunting, Grazing, Mailbox, Election, Directory, Grievance and By-Laws as defined by the Policies and Committee Section. (Amended 7/2/94; 5/17/09; 5/3/15)

ARTICLE V. DUES, ASSESSMENT, FEES AND CHARGES

SECTION 1. Dues, Assessments, Fees and Charges. The annual dues for property owners 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 property owners. 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 on the Association's website. Owners will be allowed six months from time of notice to pay any special assessments. Should a property owner be found noncompliant with any covenants or bylaws such property owner will be charged any costs incurred by BDRPOA in their duty to enforce said covenants or bylaws. The association will follow the grievance and post-grievance procedures listed in Policies and Committees in assessing those charges. A listing of the current dues, due dates, late payment fees, NSF fees or other charges will be mailed annually with the annual dues assessment and posted on the association web page (www.bulldomingoranch.org) and those fees may change at any time due to changes in third party filing fees, etc. (Amended 4/30/94; 5/16/2001; 3/11/07; 4/15/07; 8/10/07; 5/3/15)

SECTION 2. Payment and Collection of Dues, Assessment, Fees and Charges. The Treasurer shall send a notice to each member by August 31 of each year reflecting the amount of dues payable by such member to the address on record with the association for each year. It is the responsibility of the member to notify the association of address changes. 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. A lien will be filed on the property for any past due balances.

Should a special assessment remain unpaid after the timeline indicated in Article V, Section 1, a twenty-five (\$25) late fee will be assessed and interest will accrue at such time at a rate of one percent (1%) per month. Should a property owner be subject to any other Fees or Charges including those as they relate to costs incurred to enforce the covenants and bylaws, such other Fees or Charges will be assessed as they occur and will be due within thirty (30) days of the property owner being notified by U.S. Mail of such charges. A lien will be filed on the property for any past due balances.

The voting rights of any member who is delinquent in the payment of annual dues, assessments, fees or charges shall be suspended until such delinquent dues, assessments, late charges, interest, lien filing fees, attorney fees, and other charges have been paid. Any property owner requesting information about any assessment, fee, charge or dues will be responded to within fourteen (14) calendar days. . (Amended 5/16/01; 5/3/15; 1/8/17; 3/15/18)

SECTION 3. Delinquent Dues, Assessments, Fees and Charges; Assessment Liens. In accordance with the Declaration of Protective Covenants, BDRPOA may file a notice of lien against any member who 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. Any recording fees in the connection of filing and releasing this lien will be the responsibility of the member. 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; 5/3/15; 1/8/17)

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 that connects to the electrical distribution lines, shall be assessed a non-refundable electrical connection charge in the amount of \$5,000, payable prior to the connection. (Added by resolution of the Board of Directors, ratified by vote of members on 7/14/90.) (Amended 6/14/97; 5/19/06 tap fee increase from \$3,000 to \$5,000 effective October 1, 2006) (Amended 5/3/15)

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

Due to the considerable size of Bull Domingo Ranch, with approximately 50 miles of roads, some of the committees are split into two sections. Grape Creek is the so-called "dividing line." 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. (Amended 5/3/15; 3/15/18)

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 maintain bid records for the current and previous year. 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. (Amended 4/19/09; 5/3/15)

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)

Bylaws Committee. By-Laws shall be reviewed annually by the Board of Directors. (Added 5/3/15)

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. Culverts are available 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 08/13/06; 5/3/15)

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

To start electrical service to your property, contact the Utilities Chairperson who will give you the contact information for your utility company and let you know if the tap fee for your property has been paid. Once a property owner has contacted the utility company two scenarios are possible:

1. The Core Line is in and the property owner does not need to extend it to electrify their structure.

- The utility company will provide an estimate to the property owner. Utility work will not begin until the estimate has been agreed upon by the property owner **and the BDR Tap Fee has been paid.**
 - All costs from the core line to the electrified facility (home, barn, etc.) are done at the property owner's expense.
 - Once BDR notifies the Utility Company that the tap fee has been paid, then work can begin. Tap fees should be sent to: BDRPOA, P.O. Box 248, Westcliffe, CO 81252.

2. If you need to extend an existing core line to your property.

- The utility company will provide **two** estimates. One estimate for the cost of extending the core line and one estimate for the cost from the core line to the electrified facility. If the property owners agrees then:
 - An invoice for the cost of the core line extension plus the tap fee will be sent to BDR. **The Property Owner must pay BDR the cost of the core line extension and the tap fee.** Once the check has cleared, the Utilities Chairperson notifies the Utility Company and work can begin on the core line extension.
 - Property owners that must extend the core line to get electrical service to their property **may qualify** for reimbursement. To qualify for a core line 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. (A note: Establishing a utility right of way other than BDR Road Right Of Way may present a problem.) 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.
 - Another invoice will be sent to the property owner for the cost from the core line to the electrified facility (home, barn, etc.). These costs are paid directly to the utilities company by the property owner. This portion does not qualify for reimbursement.

Tap fees are used to repay those owners who qualify under the core line reimbursement policy (see Section 1 above). 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 can be found on the BDRPOA website under Reports.

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. Hence, their name will drop off the re-payment list and no future payments will be made. Effective November 2006, all new core line extensions will have, from the date of original installation, a ten year time limit for repayment.

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, 3/9/15; 5/3/15; 3/15/18)

Hunting Policy. (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 Hunting Committee at least two weeks prior to the start of hunting season by completing the form provided by BDRPOA. A copy of the form can be viewed and printed from the BDR website under Forms/Maps. 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.

NO HUNTING OR SHOOTING is allowed from vehicles (including ATV's) on BDR roads. Check the Parks and Wildlife regulations for other uses of 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 a wounded animal which has left the property on which you are hunting, you must either notify the property owner, a member of the BDR hunting committee, the local game warden, or Custer County Sheriff's department before trespassing onto another property.

Respect the BDRPOA volunteer hunting patrol members. They are here to protect both hunter owners and non-hunter owners, as well as their properties. (Amended 5/3/15; 3/15/18)

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. (Amended 3/15/18)

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.

Mailboxes are not transferable. 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 the purchase, maintenance or replacement of cluster boxes as demand dictates. (Added 8/15/06;5/3/15)

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 may be contacted and reminded to vote.
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; 5/3/15)

Directory Policy. A directory shall be printed and distributed to members annually and shall not include telephone numbers or email addresses, unless property owner provides written permission to include one or both. (Added 5/3/15)

Common Areas. There are two common areas on BDR (one off CR220 and the other off Dead Mule Lane) that are for the exclusive use by BDR and Cody Park property owners. Any guests using the common areas must be accompanied by a property owner. (Added 1/8/17)

Nuisances. There are many properties infested with prairie dog colonies. They damage and devalue the land, cannot be contained, injure livestock and can actually carry disease that can be transferred to domestic pets and animals. If they are not eradicated or removed, the colonies will grow and expand into adjoining properties. Property owners are responsible for eradicating or properly removing prairie dog colonies on their property. There are State laws governing the eradication and/or removal of prairie dogs. These guidelines provided by the Colorado Division of Wildlife can be found on the BDR website under FAQ's. (Added 1/8/17; Amended 3/15/18)

GRIEVANCE PROCEDURE

1. Neighbors can always speak to neighbors first 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. Once the report is made, either verbally or in written form, it is the responsibility of the Board to pursue the reported violation.
3. The Board member receiving the reported violation will contact the Board President (Vice President in the absence of the President). The two Board members will investigate to determine the existence of the violation within five (5) business days or as soon as feasibly possible. If the Board President receives the violation complaint, then he/she will choose another Board member to assist in the investigation.
4. After verifying the reported violation, the Board President shall within five (5) business days or as soon as feasibly possible, 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. The letter shall also remind the property owner that he/she may appeal the finding of the investigation to the Grievance Committee.

5. If the property owner disagrees with the findings of the inspection, he/she may file with the Board President a written appeal within ten (10) business days from the date of the notice sent by the President. The appeal shall state the nature of the owner's disagreement and request a meeting with the Grievance Committee. The Board President will set forth this meeting.

6. The appeal process shall be completed within thirty (30) business days from the date the Appeal request was received from the property owner. At the end 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. The results of this grievance process should be discussed and noted in the minutes of the following BDRPOA Board of Directors meeting. (Amended 5/3/15)

BOARD OF DIRECTORS ACTION POST GRIEVANCE PROCEDURE

1. If the Grievance Committee finds in favor of the property owner, no further action is required.

2. If the Grievance Committee finds that the property owner is in violation of the Protective Covenants, then a time bound remedy will be established during the Grievance Procedure and monitored by the Board until completion.

3. If it has been found that the property owner is in violation of the Protective Covenants and fails to respond to the written notice from the Board President; or, if the property owner fails to comply with the agreement set forth as a result of the Grievance Committee, certain remedies may be taken by the Board of Directors before seeking legal action as stipulated in Article XIII of the Declaration of Protective Covenants.

a. If the property owner fails to respond to a mailed notice within ten (10) business days, a second notice of violation of Protective Covenants is to be sent certified mail.

b. If after ten (10) business days there is still no response, the Board of Directors may choose to levy a fine up to \$250.00 and/or a daily fine up to \$50.00 for noncompliance to the Protective Covenants. This Board action is to be specified in the second notice via certified mail. Non-payment of fines will necessitate a lien filed on said property.

c. Failure to comply with the result of the Grievance Committee Process can incur the same fine as stated in 3.b. above.

4. Once the Board of Directors determines the property owner will not respond or not comply, then "proceedings at law" can be pursued. The property owner will be responsible for all legal fees and costs incurred by BDRPOA related to this action. (Added 5/3/15)