



*Declaration of
Protective Covenants*

(Updated 11/19/21)

*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 the Declaration of Covenants, Bylaws, and Governance Policies and Rules. The Articles of Incorporation are 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 and to serve on the Board of Directors.

Property owners are provided with a complimentary copy of the Declaration of Covenants, Bylaws, and Governance Policies and Rules. 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 "Governance Documents."

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. BDRPOA is a residential community and 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. To that end, all Bull Domingo Ranch parcels shall be no less than thirty-five (35) acres in size and there shall be only one single family dwelling per parcel.

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. The use of metal shipping/cargo containers as living space shall *not* be permitted on Bull Domingo Ranch. (Updated 11/13/2016)

III.(B) HOME OCCUPATION. Home occupation for business usage is allowed on Bull Domingo Ranch. All Custer County Regulations must be adhered to, 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.
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). 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 is prohibited.

III. (C) ACCESSORY/OUTBUILDING/CARGO-CONTAINERS/SCHOOL/CHURCH/STORE/MEETING

HALL/ etc. Defined as a building on a lot or subordinate to and located on the same lot with a residential building, the use of which is clearly incidental to that of the residential building or to the use of the land, and which is not attached by

any part of a common wall or common roof to the residential building. A Custer County building permit is required to install or construct any accessory, outbuilding. All construction commenced shall be prosecuted diligently to completion and all exteriors to be completed within 15 months after start of construction.

Use of a shipping/cargo container (referred to as "cargo container" hereafter) as a *permanent* accessory or outbuilding is *not* permitted on Bull Domingo Ranch. If a cargo container was approved for use as a *permanent* accessory/outbuilding prior to August 1, 2016 by the BDR Board of Directors, it is "grandfathered" and can remain on the property. Additional cargo container(s) or the replacement of the existing container(s) are *not* allowed after the aforementioned date. (For temporary accessory or outbuilding, please see Article X, Temporary Residences). Effective September 1, 2019, no building such as a schoolhouse, church, meeting hall, store or any other building that would or could be used for any public or business function or create increased traffic and cause property owners undue noise and nuisances shall be constructed on Bull Domingo Ranch.

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. Costs incurred by BDRPOA in enforcing the governing documents of the BDRPOA shall be recoverable from the property owner in violation of the governing documents.

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.

Structure: Structures include, but are not limited to: houses, garages, storage sheds, loafing sheds, greenhouses, shops, solar panel arrays, solar battery storage buildings, or any construction with a roof and/or erected with a fixed location on the ground. Exclusions to this definition include fences, gates, and posts with fire/rescue addresses as well as driveway entry arches specifying the name and/or address of the property. Fencing must be on or within property lines.

-----End of Covenants-----
