

**MINUTES OF THE ANNUAL MEETING OF THE
DOUGLASS RANCH PROPERTY OWNERS ASSOCIATION
OCTOBER 20, 1999**

The regular annual meeting of the Douglass Ranch Property Owners Association (DRPOA) was held on October 20, 1999 at the Elk Creek Fire Dept. building.

1. Outgoing Board President Bill Ebert thanked all board members and committee members for their efforts and support
2. New homeowners were introduced and welcomed
3. 5-Year Plan
 - a. Pine Beetle – Thanks to everyone for their efforts
 - b. \$2400 reimbursed to homeowners for pine beetle control
4. Snow Removal
 - a. Discussed new contract
5. Legal counsel changed
6. Change to Design Review Document regarding trailer parking: from “and out of sight” to “or out of sight”
7. Situation regarding dogs on lot #8 discussed
8. The need for harmonization of covenants, by-laws, articles, etc. was discussed
9. Financial report was presented (see attached)
10. A report by the Design Review Committee was given
11. Minutes from the previous annual meeting were approved
12. Old Business
 - a. Pine beetle
 - b. Forest management – combine with pine beetle?
 - c. Water
 - d. Roads
 - e. Hospitality
13. New Business
 - a. Lot 8 – dogs; the Association voted a 1-year extension of the exemption allowing a maximum of 2 dogs
 - b. A committee will be set up to address harmonization of the covenants, by-laws, articles, etc.
 - c. Election of Board Members: Ted Bendelow and Bob Brand were elected to serve 2-year terms on the DRPOA Board of Directors
14. Adjournment

Douglass Ranch Property Owners Association
Board of Directors Meeting
Minutes 10/20/99

These minutes produce from hand written notes given me by Richard Bebo

1. Meeting called to order at Elk Creek Fire Station at 6:45
2. Approved minutes

Note by Robert Brand - Noting more on the hand written minutes so I assume the meeting was adjourned!

Submitted by Robert Brand.

Douglass Ranch Property Owners Association
Annual Meeting
10/20/99

1. Thanked all board members and committee members.
2. New owners on lots 50 & 38 - *I have no idea about lot 50 since only 42 lots in DR - RMB*
3. Introduced new homeowners ?
4. 5-Year Plan
 - a. Pine Beetle - Thanks for the effort
 - b. \$2400 reimbursed
5. Snow Removal
 - a. discussed new contract
6. Change legal counsel
7. Trailer Parking - Wording change from and to "or out of sight"
8. Dogs on lot 8
9. Changes to covenants

10. Finance Report
See attached.
11. Design Review committee report.
12. Minutes approved.
13. Old Business
 - a. pine Beetle
 - b. Forest Management - combine with Pine Beetle
 - c. Water
 - d. Roads
 - e. Hospitality
14. New Business
 - a. Lot 8 - *3 days days*
Vote 1-yr extension (vote 14-10)
 - b. Run with changes in covenants
 - c. Nominations Votes
Ted Bendelow 16
Bob Brand 14
Lourie Nissly 8

15. Adjourned on motion by Robert Brand

Submitted by Robert Brand *from notes taken by Richard Bebo.*

DOUGLASS RANCH PROPERTY OWNERS

AGENDA

ANNUAL MEMBERSHIP MEETING

October 20, 1999

- **Call to order 1900 Hrs - President Bill Ebert**
 - Snow removal, new contract
 - Douglas Rankin, Aero Mesa Construction, Inc. PO Box 928 Conifer 816-9500
4" or more \$70/Hr
 - New legal council
 - Principal office...The Wells Law Firm, P.C.
28000 Meadow Drive, Suite 108, Evergreen, Colorado 80439
- **Minutes - Secretary Richard Bibeau**
- **Financial report - Treasurer Gary Jorgensen**
- **Design review - Chairman Kevin Moats**
- **Old business**
 - 5 year plan - Committee review
 - Pine beetle (Bill Ebert)
 - Forest management (Connie Davis)
 - Water - (Bob Brand)
 - Roads (Larry Hall)
 - Hospitality Committee
- **New business**
 - Covenants
 - Articles and Bylaws
 - Design Review and Standards
 - Open discussion
- **Election of Board Members**
- **Adjournment**

Covenant III: Sets forth the order of sequence for our documents

Covenants - 75% vote at the meeting + written consent
from 75% of First Mortgage Holders

Articles - 51% vote at the meeting

Bylaws - May be amended by the Board

Design Review - May be amended by the Board

The way our documents should be laid out:

Articles should set out the reasons for incorporation and powers of the Association

Bylaws should set out the procedures for the Board of Directors and the overall running of the Association

Covenants should set rules and conditions members agree to live by

Design and Review should set the rules in order to build, landscape or make improvements to your property

Membership and Voting

Covenants II:

Class A and B shares
No cumulative voting

Articles V:

Class A and B shares
No cumulative voting

Bylaws III:

As set forth in the Articles

Officers

Covenants III (2)

Initial Board of 3 members

Articles VII

No fewer than 3 and no more than 5 Directors
Initial board of 3 Directors
Each Director...3 year term

Bylaws VI

3 Directors
Elected annually

Douglass Ranch Rules

Covenants III (3) / X (4)

Board can make rules

Articles IV (b) / XVII

Board can make rules

Bylaws

Board can make rules

Assessments

Covenants IV (2c) / IV (5)

Established by the Board

Articles

No comments

Bylaws VIII (1) / IX (1)

Determination made by the Board

PROPOSED CHANGES

ARTICLES:

- 1) Delete all references to Robert Kessler and Douglass Ranch Ventures
- 2) Delete all references to Class A/B voting stock
- 3) Membership and voting should be as set forth in the Bylaws
- 4) The Board shall have power to alter, amend or repeal the Bylaws
- 5) Registered office and agent
- 6) Meetings outside the county
- 7) Association mailing address
- 8) Add Committees that are ongoing
- 9) Changes should be approved by 75% of all property owners

BYLAWS:

- 1) Delete all references to Robert Kessler and Douglass Ranch Ventures
- 2) Delete all references to Class A/B voting stock
- 3) Establish a number for Directors
- 4) Establish a term for Directors
- 5) Remove Board members compensation fixed by Board members
- 6) Filling of vacancies, Board now fills vacancies
- 7) Dues determined by the Association vs. the Board
- 8) Establish absentee voting procedures
- 9) Establish an annual meeting date and time
- 10) Establish an appeal process for Board or Design Review decisions
- 11) Changes should be approved by 75% of all property owners

COVENANTS:

- 1) Delete all references to Robert Kessler and Douglass Ranch Ventures
- 2) Delete all references to Class A/B voting stock
- 3) Delete 75% consent of First Mortgage Holders requirement
- 4) Membership and voting should be as set forth in the Bylaws
- 5) Changes should be approved by 75% of all property owners

DESIGN and REVIEW:

- 1) Rewrite standards to make clearer and easier to follow
- 2) Remove items that do not pertain to new and existing construction
- 3) Changes should be approved by 75% of all property owners
- 4) Remove page 12 and restate in proper documents
- 5) Move statement page 6 (re: ..garaged or out of sight..) to the covenants

any building erected. Satellite dishes, exterior radio and television antenna shall not be permitted unless specifically approved by the Design Review Board.

8.16 Restriction on Further Subdivision, Property Restrictions and Rezoning. No Lot shall be further subdivided or separated into smaller lots by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by any Owner, without the prior written approval of the Board, which approval must be evidenced on the plat or other instrument creating the subdivision, easement, or other interest. All building improvements on any Lot must be built within the building envelopes designated for each Lot on the recorded Plat for Douglass Ranch. No further covenants, conditions, restrictions or easements shall be recorded by any Owner or other person against any Lot without the provisions thereof having been first approved in writing by the Board and any covenants, conditions, restrictions or easements recorded without such approval being evidenced thereon shall be null and void. No application for rezoning of any Lot, and no applications for variances or use permits, shall be filed with any governmental authority unless the proposed use of the Lot has been approved by the Board and the proposed use otherwise complies with this Declaration.

8.17 Declarant's Exemption. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant, or its duly authorized agents, of temporary structures, trailers, improvements or signs necessary or convenient to the development, marketing or sale of property within Douglass Ranch.

IX

AMENDMENTS

9.1 Term; Method of Termination. This Declaration shall be effective upon the date of recordation hereof and, as amended from time to time, shall continue in full force and effect for a term of twenty years from the date of recordation. From and after said date, this Declaration, as amended, shall be automatically extended for successive periods of ten years each, unless there is an affirmative vote to terminate this Declaration by the then Members casting seventy-five percent of the total votes cast at an election held for such purpose within six months prior to the expiration of the initial effective period hereof or any ten year extension. The

Declaration may be terminated at any time if at least ninety percent of the votes cast by all Members shall be cast in favor of termination at an election held for such purpose. No vote to terminate this Declaration shall be effective unless and until the written consent to such termination has been obtained, within a period from six months prior to such vote to six months after such vote, from the holders of recorded first mortgages or deeds of trust on seventy-five percent of the Lots upon which there are such recorded first mortgages and deeds of trust. If the necessary votes and consents are obtained, the Board shall cause to be recorded in the Jefferson County records a "Certificate of Termination", duly signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association, with their signatures acknowledged. Thereupon the covenants herein contained shall have no further force and effect, and the Association shall be dissolved pursuant to the terms set forth in its articles. 18

9.2 Amendments. This Declaration may be amended by recording in the Jefferson County records a "Certificate of Amendment", duly signed and acknowledged as required for a Certificate of Termination. The Certificate of Amendment shall set forth in full the amendment adopted, and shall certify that at an election duly called and held pursuant to the provisions of the articles and bylaws of the Association the Members casting 5 percent of the votes at the election, and Declarant (for so long as Declarant continues to be the Class B Member), voted affirmatively for the adoption of the amendment. Any such amendment shall be effective only if the written consent from the holders of recorded first mortgages or deeds of trust on seventy-five percent of the Lots upon which there are such recorded first mortgages or deeds of trust is obtained.

X

MISCELLANEOUS

10.1 Interpretation of the Covenants. Except for judicial construction, the Association, by its Board, shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Association's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and property benefited or bound by the Covenants and provisions hereof.

allowing water to flow in ~~non~~-destructive course. If culverts or other drainage facilities are required, these should be detailed such that contrast with the existing environment is minimized.

3. Erosion Control

During all site disruptions, approved techniques for controlling erosion within the site and onto other sites shall be used. Methods include sedimentation basins, filtration materials such as hay bales or permeable geotextiles, and slope stabilization fabrics or tackifiers. Proper revegetation shall begin as quickly as possible after soil disruption and should be well established within one year after disturbance.

4. Access, Driveways and Parking

Access to each residence shall be via private drive or public road. Access to residences on the following lots shall only be taken from the road(s) indicated:

Lot 1	Douglass Drive
Lot 2	Baldwin Court
Lot 3	Baldwin Court
Lot 4	Baldwin Court
Lot 5	Baldwin Court
Lot 6	Baldwin Court
Lot 13	Meadowridge Ln or Gordon Court
Lot 14	Meadowridge Ln
Lot 15	Meadowridge Ln
Lot 16	Meadowridge Ln
Lot 17	Meadowridge Ln
Lot 22	Gordon Court
Lot 39	May Long Court or Drake Court
Lot 42	May Long Court

The drive should be sited to minimize earthwork, without overly emphasizing the parking area or garage. Off street parking shall be incorporated into the drive design and will not be allowed on private or public roads. Any planned use of site for regular parking of more than a total of three vehicles shall be specifically submitted to the Design Review Board for review and approval. Furthermore, all vehicles, RVs, boats, snowmobiles or trailers regularly parked at a residence shall be garaged and out of sight of neighbors.

(ADDED
NOV 95)

DR (JUN 99)

Drive grades should not exceed 8% slopes, except where use of short pitches up to 12% may lessen site impacts. All driveways shall have a paved, hard surface such as asphalt, concrete or masonry pavers. The driveway shall be paved within 18 months of the Certificate of Occupancy.

The following items are prohibited in this community:

- COV a. Oil changing of vehicles and equipment without proper receptacles and removal procedures.
- DR b. Concrete equipment cleaning or concrete dumping without proper cleanup and restoration.
- DR c. Removing any rocks, trees, plants, or topsoils from any portion of the property other than the owner's Lot.
- DR d. Careless treatment of trees or preservation area.
- DR e. Use of spring, surface, or pond water for construction purposes.
- COV f. Signs other than approved construction or real estate signs.
- COV g. Careless use of cigarettes or other flammable items.
- COV h. Firearms.

INCOME / EXPENSE STATEMENT

as of 10/17/99

<u>INCOME</u>	<u>1994</u>	<u>1995</u>	<u>1996</u>	<u>1997</u>	<u>1998</u>	<u>1999</u>	<u>TOTAL</u>
Initial Investment	1,253.08						1,253.08
Dues 1994	750.00						750.00
Dues 1995	10,005.00	2,400.00					12,405.00
Dues 1996		7,800.00	4,800.00				12,600.00
Dues 1997			5,700.00	6,900.00			12,600.00
Dues 1998				1,200.00	11,400.00		12,600.00
Dues 1999					1,800.00	10,800.00	12,600.00
Late dues fees		182.00		167.25	30.00	45.00	424.25
Interest - Bank	38.56	244.91	247.11	302.44	295.46	161.34	1,289.82
Interest - Schwab 1		282.00	532.00	107.79			921.79
Interest - Bank CD				350.96	391.79	398.90	1,141.65
Architect design review deposit						550.00	550.00
TOTAL INCOME	<u>12,046.64</u>	<u>10,908.91</u>	<u>11,279.11</u>	<u>9,028.44</u>	<u>13,917.25</u>	<u>11,955.24</u>	<u>69,135.59</u>
 <u>EXPENSE - Recurring</u>							
Annual meetings	178.78	14.00	41.80	21.00	0	71.00	326.58
Semi-annual meeting			14.00	164.00			178.00
Attorney	303.00	131.50	200.00	678.50	1,787.50	705.00	3,080.50
Attorney refund					(725.00)		
Block party		30.36			48.85		79.21
Donation		125.00		200.00	200.00	400.00	925.00
Flowers		52.77		75.00		37.84	165.61
Insurance	1,354.00	545.00	385.00	386.00	386.00	309.00	3,205.00
Insurance refund			(160.00)				
Newsletter		77.57	107.91	96.03	76.37	23.34	381.22
Copying	30.28	43.98	3.60		9.00	12.85	99.71
Postage	52.63	64.15	19.77	10.80	12.80	48.11	208.26
PO Box rental	13.25	13.00	13.00	20.00	20.00	24.00	103.25
Snow removal	450.00	1,939.50	1,286.25	2,710.00	3,195.00	1,080.00	10,660.75
Taxes		868.10	126.00	244.00	246.00	261.00	755.47
Taxes refund			(989.63)				
Water rights		168.38	128.38	130.38	130.38	139.61	697.13
Architect design review							
<u>EXPENSE - Non-Recurring</u>							
Advertising			24.65				24.65
Bank fees		30.00			0.65	0.39	31.04
Schwab 1 fees				13.79			13.79
Recording fees		215.75					215.75
Field supplies		38.03		95.37			133.40
Signs		187.00	20.47				207.47
Office supplies	82.44	38.20	10.77				131.41
Telephone		2.42					2.42
Road repair		550.00		2,200.00			2,750.00
Legal fees					380.98		380.98
Cistern			7,634.05	30.04			7,664.09
Pond		1,684.32	1,316.80				2,432.37
Pond refund				(568.75)			
Pine Beetle Control						2,429.50	2,429.50
TOTAL EXPENSE	<u>2,464.38</u>	<u>6,819.03</u>	<u>10,182.82</u>	<u>6,506.16</u>	<u>5,768.53</u>	<u>5,541.64</u>	<u>37,282.56</u>
 <u>NET PROCEEDS</u>							
Checking Account	9,491.36	7,190.83	7,705.02	6,687.96	8,535.61	6,036.99	
Petty Cash	79.06	107.26	95.29	78.09	61.07	574.39	
Schwab 1 Account		6,282.00	6,814.00	0.00	0.00		
Certificate of deposit				10,350.96	16,742.75	25,141.65	
Design Review Acct.	4,011.84	92.05	6,154.12	6,173.70	4,100.00	4,100.00	
Less acct payable	(4,000.00)	0.00	(6,000.00)	(6,000.00)	(4,000.00)	(4,000.00)	
TOTAL ASSETS	<u>9,582.26</u>	<u>13,672.14</u>	<u>14,768.43</u>	<u>17,290.71</u>	<u>25,439.43</u>	<u>31,853.03</u>	