

INDEX

Article One: Description and Background of the Corporation	Page 1
1.01 Non- Profit Corporation	
1.02 Deed	
1.03 Subdivision of Land	
Article Two: Incorporation of Applicable Sections of the Boulder City Municipal Code	Page 1
2.01 Boulder City Code	
2.02 Agreement with the City	
2.03 Conflicting Provisions	
Article Three: Purpose of BCHA	Page 2
Article Four: Definitions	Page 2
Article Five: Membership	Page 3
5.01 Qualifications	
5.02 Types of Membership	
5.03 Privileges of Membership	
5.04 Termination	
5.05 Termination Procedures	
5.06 Enforcement Procedures	
5.07 Reinstatement	
Article Six: Fees, Dues and Assessments	Page 4
6.01 Initial fee	
6.02 Annual Dues and Assessments	
6.03 Revision of Dues	
6.04 Budget	
Article Seven: Officers	Page 5
7.01 Eligibility to Vote	
7.02 Officers	
7.03 Nominations	
7.04 Elections	
7.05 Vacancies	
7.06 Recall of Officer	
7.07 Duties of Officers	
Article Eight: Meetings and Quorums	Page 6
8.01 General Membership Meetings	
8.02 Special Meetings	
8.03 Annual Meetings	
8.04 Quorum	
8.05 Fiscal Year	
Article Nine: Board of Directors	Page 6
9.01 Composition	
9.02 Meetings	
9.03 Authority	
9.04 Quorum	
9.05 Attendance	
Article Ten: Committees	Page 7
10.01 Formation	
10.02 Approval	
10.03 Fund Raising	
10.04 Fees	
10.05 Concession Stand	
10.06 Disbanding	
10.07 Revocation	
10.08 Accounting	

Article Eleven: Assignment and Transfer of Corral Lots	Page 8
11.01 Assignment, Lease or Transfer of Corral Lots	
11.02 Maximum Number of Lots	
11.03 Renters	
11.04 Leaving Clark County	
Article Twelve: Corral Lots and Improvement Requirements	Page 9
12.01 Size	
12.02 Attachment of Structures	
12.03 Improvements	
Article Thirteen: Utilities Installation, Rates, and Billing	Page 10
13.01 Electrical Services	
13.02 Water Services	
13.03 Utilities Rates	
13.04 Billings and Repairs	
13.05 Street Lighting and Common Use Facilities	
Article Fourteen: Maintenance of Lots and Improvements	Page 11
14.01 Maintenance of Premises	
14.02 Responsibility of Members	
14.03 Restrictions	
14.04 Storage and Use of Power or Motorcycles	
14.05 Flammable Liquids	
14.06 Use of Arena and Lights	
Article Fifteen: Vendors	Page 12
15.01 Limitation	
15.02 Terms and Conditions	
15.03 Restrictions	
Article Sixteen: Watchmen	Page 13
16.01 Authority	
16.02 Responsibilities and Duties	
16.03 Revision of Duties	
16.04 Reports	
16.05 Material and Supplies	
16.06 Assignment of Duties	
16.07 Failure to Perform	
Article Seventeen: Enforcement of Provisions	Page 14
17.01 Responsibility	
17.02 Policies and Procedures	
Article Eighteen: Parliamentary Authority	Page 14
Article Nineteen: Amendments	Page 14
Article Twenty: Limitation of Liability	Page 15
Article Twenty-One: Indemnification of Officers, Directors, Employees and Appointees	Page 15
Article Twenty-Two: Proxy Vote	Page 15
Article Twenty-Three: Dissolution	Page 15
Certification	Page 16

Attachments

- A: Quitclaim Deed from March 1966
- B: Drawing of lots and other features
- C: Chapter 17, Title 11 "CO" Corral Zone Code
- D: 1991 Agreement with Boulder City
- E: Lot Lease, Transfer Form
- F: 7-3 Animal Control Cruelty to animals, City Code
- G: 8-1-1 Public Nuisance, City Code
- H: Membership Application
- I: Proxy

**BOULDER CITY HORSEMEN'S ASSOCIATION
BY-LAWS**

THESE BY-LAWS constitute a restatement, amendment and replacement of all prior By-Laws, regulations and procedures of the Boulder City Horsemen's Association. (Approved 10/17/2012)AMENDED 4/20/2016

**ARTICLE ONE
DESCRIPTION AND BACKGROUND OF THE CORPORATION**

Section 1.01 Non-Profit Corporation. Boulder City Horsemen's Association, hereinafter referred to as "BCHA," is a non-profit corporation organized and existing under Chapter 82 of Nevada Revised Statutes.

Section 1.02 Deed. By a 1966 quitclaim deed recorded as Instrument No. 577482 in Book 718 of the Recorder's Office of Clark County, the City of Boulder City, Nevada, conveyed to BCHA a parcel of land containing 42.35 acre more or less, hereinafter referred to as "Land." A copy of the quitclaim deed is incorporated herein, made a part hereof, and annexed hereto as Exhibit "A".

Section 1.03 Subdivision of Land. Thereafter, BCHA, in accordance with and pursuant to these By-Laws, has subdivided the Land into separate lots and leased such lots to persons primarily for use as corrals and related structures for maintenance and protection of horses. A schematic drawing showing current lots and other features of the Land is incorporated herein, made a part hereof, and annexed hereto as Exhibit "B".

**ARTICLE TWO
INCORPORATION OF APPLICABLE SECTION'S OF THE BOULDER CITY MUNICIPAL CODE**

Section 2.01 Boulder City Code. Chapter 17, title 11, and all future amendments of the Boulder City Municipal Code, defining and describing the "CO" Corral Zone, hereinafter referred to as "Code," is incorporated herein, made a part hereof and the current Code is annexed hereto Exhibit "C".

Section 2.02 Agreement with the City. The Amendment Agreement between Boulder City and BCHA, entered into on August 27, 1991, providing for the sale of the Land by the City to BCHA, hereinafter referred to as the "Agreement," is incorporated herein, made a part hereof, and annexed hereto as Exhibit "D."

Section 2.03 Conflicting Provisions. The provisions and terms of the Corral Zone Code (CO) and the Agreement shall prevail and be considered paramount in the event of a conflict between those provisions and terms and provisions of these By-Laws.

**ARTICLE THREE
PURPOSE OF BCHA**

Section 3.01 Purpose. BCHA was established as an association of persons dedicated primarily to the promotion and encouragement of interest in horses, their proper care and welfare, and equine activities of an athletic, social, educational and recreational nature.

**ARTICLE FOUR
DEFINITIONS**

The following terms as used in these By-Laws shall have the meaning defined as follows:

Section 4.01 BOARD. The Board of Directors of the BCHA.

Section 4.02 LOT SPACE. The lot area and improvements thereon under the control of and leased to the lot holder.

Section 4.03 INVITED GUEST. A person invited by and accompanied by a member.

Section 4.04 LEASE LOT HOLDER. A member leasing a lot with improvements thereon.

Section 4.05 MEMBER. A person holding a membership in accordance with these By-Laws.

Section 4.06 MINOR. A person under the age of 18 years.

Section 4.07 RENTER. Member who rents space from a lease lot holder (reference Section 5.02)

Section 4.08 SHELTER. A structure to shelter horses, other animals or fowl from the weather, including but not limited to the direct rays of the sun.

Section 4.09 VENDOR. A business or person providing feed or supplies for horses and other animals to members.

Section 4.10 CORRAL. Space that horses live in.

Section 4.11 MEMBER IN GOOD STANDING. A member in good standing is currently paid up on all dues, fees, assessments, and utility bills

Section 4.12 DUE NOTICE. 30 days written notice to the membership by means of the monthly newsletter and/or 30 days written notice to a member by means of a certified letter, return receipt requested.

Section 4.13 PROXY. Authority held by one person to act for another (in voting), a person holding authority to act for another, written paper giving a person such authority.

Section 4.14 FARM/UTILITY VEHICLE. Vehicles designed for hauling, towing or general farm use may be used on Association property.

ARTICLE FIVE MEMBERSHIP

Section 5.01 Qualifications. Qualifications for membership in BCHA are:

A. Owner of a horse to be kept in the BCHA corrals.

B. Members must be residents of Clark County, Nevada

C. Approval by four members of the Board or a majority of the membership prior to moving any livestock into the corral zone.

E. Payment of membership fees, annual dues, and assessments.

F. A minimum age of 18 years.

Section 5.02 Types of Memberships. The classes of memberships shall consist of:

A. Individual Membership: Shall consist of those individuals eighteen (18) years of age or older, who have applied for and been accepted as a member of BCHA. This member may run for a Board of Directors position or Officer position at the June Election Meeting.

B. Family Membership: Shall consist of a married couple and/or family (children under the age of eighteen (18) years of age). Proof of marriage must be submitted with the membership application. Spouse and Spouse may vote, run for a Board of Directors position or Officer position. The children of a Family Membership must join BCHA under their own membership if they marry prior to the age of eighteen (18) or within 90 days after their eighteenth (18th) birthday, if single. The \$300.00 onetime new member fee will be waived for these children. They must however pay all other dues and assessments in the normal course of being a member.

C. Joint Membership: Shall consist of two individuals eighteen (18) years of age or older and have entered into a domestic partnership. They must provide a signed and notarized certificate from the Secretary of State for proof of Domestic Partnership pursuant to Nevada Revised Statutes for the State of Nevada. Both may vote and run for a Board of Director position or Officer position.

D. Residents of Subdivision 11 of Boulder City who use the facilities of BCHA for horse related activities.

Section 5.03 Privileges of Membership. A member in good standing is entitled to use all BCHA facilities, vote, and hold office.

Section 5.04 Termination.

A. Memberships shall be terminated for non-payment of dues, fees or utility bills.

B. Actions in violation of BCHA Bylaws.

C. Actions that endanger the BCHA or cause harm to its members.

Section 5.05 Termination of Procedures.

A. After the thirty (30) day billing period, delinquent members will be given a thirty (30) day notice by certified mail, return receipt requested, to remedy the delinquency.

B. If not remedied within 30 days and payments made current, a second letter will be sent certified mail, return receipt requested, stating that the membership will be terminated in 30 days if the member fails to correct or dues made current.

- C. The above enforcement and procedures may be postponed or altered only by a majority vote of the Board of Directors and in its discretion if just cause is shown in writing.
- D. Termination under "B" and "C" of Section 5.04 above requires a majority of Board approval and approval of 2/3 of the members present, in good standing at a general membership meeting, after due notice.

Section 5.06 Enforcement Procedures.

- A. Delinquent lease lot holders will be notified by certified mail, return receipt requested, to vacate their lots within 30 days or the gates or other point of entry will be locked or closed, water and electric meters removed, and their animals impounded by local or county animal control officials with impound fee paid by the delinquent member or owner.
- B. If the lot is not vacated as demanded, legal proceedings will be instituted seeking an eviction. Attorney's fees and costs incurred in the proceeding(s) by BCHA will be billed to delinquent lease/lot holder.
- C. The lot leases involved will be sold by auction to the highest bidder, and the net proceeds realized divided equally between the delinquent member and BCHA after delinquencies are paid. The auction shall take place 60 days after first certified letter or after the court decision, whichever is earlier. Total allotted time from first 30 day notice is 120 days.
- D. In the event of a renter, the termination notice shall be mailed certified mail, return receipt requested, simultaneously to the renter and to the lease lot holder, giving the renter 30 days to vacate the lot.
- E. If the renter fails to vacate the lot within 30 days, the lease lot holder will be responsible for the renter's delinquent payments and renter's membership will be terminated in accordance with the procedures described in Section 5.05 and this section.
- F. Delinquent Subdivision 11 members will be sent certified mail, return receipt requested, that they are no longer permitted on BCHA property, and any further violation or occupation of the lot will be considered a trespass.

Section 5.07 Reinstatement. A former member in good standing may be reinstated, provided that the member returns to the BCHA within five years from the date of last membership and pays the current annual dues prorated for the year they are being reinstated. Any member that exceeds the five year limitation must become a new member and pay all application fees.

**ARTICLE SIX
DUES AND ASSESSMENTS**

Section 6.01 Initial Fee.

- A. Initial membership and section 11 membership fee shall be \$300.00.
- B. Family membership must comply with 5.01. All other dues and assessments shall be paid in the normal course of being a member.

Section 6.02 Annual Dues and Assessments. Annual dues thereafter shall be assessed at an amount equal to the sum of the General Expenses, Facility Repairs/Upkeep Expenses and Facility Improvement Expenses from the approved BCHA Annual Budget. The sum total of the aforementioned expenses shall be divided by the sum total number of BCHA lots and Renters which shall be determined at the December General Membership meeting. An example of the procedure is as follows: Total Expenses from BCHA budget = \$20,000. BCHA lots = 162. Renters = 76. (162+76=238). \$20,000 divided by 238 = \$84.03. If you are a Renter your dues will be \$84.03. If you have one lot your dues will be \$84.03. If you have multiple lots your dues will be \$84.03 times the number of lots (i.e. \$84.03 multiplied by 3 lots = \$252.09 for dues). Payment for dues is required by February 15th of each year.

Section 6.03 Revision of Dues. Annual dues may be revised, upward or downward, by two-thirds vote of members in good standing at any general membership meeting.

Section 6.04 Budget.

- A. The BCHA will operate under an approved budget that balances income with expenses. At the end of the fiscal year membership will vote on the course of action/s for any unexpected income and/or excess funds that were not spent from the budget.

ARTICLE SEVEN OFFICERS

Section 7.01 Eligibility to Vote. In order for a member to be eligible to vote at any meeting or at the annual election of officers, the member must be in good standing as defined in Section 4.11.

Section 7.02 Officers. The officers of the BCHA shall be a president, vice president, secretary, treasurer and three directors, one director serving a term of two years and two directors serving terms of one year, with one 1-year director and one 2-year director being elected each year at the annual election of officers. Check signers cannot be family members and will be designated by the sitting board.

Section 7.03 Nominations. At the regular membership meeting in April, a nominating committee, consisting of three members, shall be elected with the person receiving the highest number of votes to serve as the chairman. That committee will nominate candidates for offices to be filled at the meeting in June. The nominating committee shall present its slate of officers at the June membership meeting. Nominations shall be accepted from the floor, provided each nominee is present or has given written consent and agreed to serve if elected, and is a member in good standing.

Section 7.04 Elections. Prior to elections secretary will read section 7.03 Nominations, 7.04 Nominations, 7.05 Vacancies. Except for one director who is elected for a 2 year term as stated above. Each office will be voted and counted on separate ballots. The outgoing Officers shall conduct their regular meeting with elections being last on the agenda. After elections, the new Officers will take their places and close the meeting.

Section 7.05 Vacancies. A vacancy in an office shall be filled by a special election held at the first meeting following the occurrence of the vacancy, except for a vacancy occurring in the office of President, in which case the Vice President shall automatically become president with the office of Vice President then becoming vacant. Vacancies shall be filled for the un-expired portion of the term of the officer being replaced.

Section 7.06 Recall of Officer. Any member in good standing, by presenting a petition signed by fifty percent (50%) of the BCHA membership, may demand a recall election of any officer or officers. The process for a regular election shall be followed thereafter to determine the outcome of a recall. The petition shall be presented at the next general membership meeting, but the petition shall not be acted upon until the following meeting. The petition shall state the reason(s) for the proposed recall.

Section 7.07 Duties of Officers.

- A. The *President* shall: 1) Preside at all general membership and Board meetings, 2) appoint all committees, except the nominating committee and the rodeo committee, 3) be an ex-officio member of all committees except the nominating committee, 4) appoint a newsletter editor and/or meter readers as deemed necessary and 5) supervise BCHA activities in general.
- B. The *Vice President* shall: 1) Preside at all general membership and Board meetings in the absence of, or at the request of, the President, and 2) Perform such other duties as assigned by the President.
- C. The *Secretary* shall: 1) Keep accurate minutes of the meetings of the general membership and the Board, 2) Report to the general membership recommendations and actions of the Board, 3) Maintain current by-laws and policies adopted by the Board or the general membership for reference by officers and members, 4) Schedule use of the arena, 5) Handle all correspondence for the Board, 6) Control and post notices on the official BCHA bulletin board, 7) Perform such other duties as may be assigned by the Board.
- D. The *Treasurer* shall: 1) Maintain a general fund and a special activities (rodeo) fund, 2) Receive funds and issue receipts for memberships, annual dues, assessments and utility charges 3) Prepare and present an itemized statement of receipts and disbursements for general membership meetings, 4) Disburse funds at the discretion of the Board, 5) Issue statements for dues, assessments, and utility charges, 6) Accept membership applications and lot transfer requests for submission to the Board for review and approval, and 8) Perform such other duties as assigned by the Board.

ARTICLE EIGHT MEETINGS AND QUORUMS

Section 8.01 General Membership Meetings. General membership meetings shall be held bi monthly on the third Wednesday of each month commencing in February, April, June, August, and October at a designated time and place. The December General membership meeting will be held on the second Wednesday at a designated time and place. Meeting time, date and location shall be posted 7 days prior.

Section 8.02 Special Meetings. In the event of an emergency, a special meeting may be called by the President or by any three members of the Board, provided that members are notified in writing at least three days in advance of the meeting, exclusive of Sundays and holidays.

Section 8.03 Annual Meeting. The regular meeting held in December shall constitute the year end meeting, at which time the following written reports will be received: Secretary, Treasurer, budget and special committees. To approve or disapprove the next year's budget, special committees and programs.

Section 8.04 Quorum. The quorum for all general and special membership meetings shall be fifteen members in good standing.

Section 8.05 Fiscal Year. The fiscal accounting year shall be from January 1st to December 31st of each year. Committees shall be from January 1st to December 31st of each year.

ARTICLE NINE BOARD OF DIRECTORS

Section 9.01 Composition. The Board of Directors shall consist of the President, the Vice President, the Treasurer, the Secretary and three elected Directors.

Section 9.02 Meetings. Regular meetings of the Board shall be held each month, notification of location, time and date of meeting will be posted on the BCHA bulletin board seven days prior to the meeting.

Section 9.03 Authority. The Board shall have:

- A. The administrative authority over all affairs and activities of the BCHA.
- B. With written approval of at least four members of the Board, permit a member to transfer a BCHA lease. (A denial by the Board may be appealed to the membership at the next regular membership meeting.)
- C. Set water and power rates according to Boulder City rates.
- E. Recommend that any member engage or consult a veterinarian or farrier to provide a horse or other animal with treatment when, in the opinion of the Board, such treatment is necessary or advisable.
- F. Recommend assessments and dues increases for approval by two-thirds of the members at a general membership meeting.
- G. Authority to review applications and to make recommendations to the members for approval of the hiring of watchmen.
- H. Authority to expend funds as it deems necessary from the approved budget only.
- I. Schedule an event.
- J. Right to see conclusive proof of ownership of any horse or cow housed at the BCHA with 24hour notice. (Brand inspection, bill of sale, registration.)(see 5.01)

Section 9.04 Quorum. The Quorum for the regular or any special meetings of the Board shall consist of a simple majority of its members.

Section 9.05 Attendance. Absence of a Board member from three consecutive regular Board meetings, without an excuse deemed valid by a majority of the Board and so recorded, shall automatically constitute a resignation by that member from the Board.

ARTICLE TEN COMMITTEES

Section 10.01 Formation. With the exception of the rodeo committee, a group of members desiring to use the common facilities of the BCHA may form a committee to consist of a chairperson and three members, and at the annual membership meeting in December, submit in writing its proposed plans involving BCHA for the upcoming year including the activity, date, time and place.

Section 10.02 Approval. At the general membership meeting in February, the Board will approve or disapprove all such committees.

Section 10.03 Fund Raising. Each committee must provide its own financial needs, and the chairperson must maintain a financial record in a form outlined and as required by the Board.

Section 10.04 Fees. The Board will set a table of fees for the use of all Common areas for day and night use by committees.

Section 10.05 Concession Stand. The concession will be a standing committee with all net proceeds realized from its operations to be deposited in the general fund and maintained as part of the annual budget.

Section 10.06 Disbanding. In the case of a committee disbanding, all monies and equipment obtained by the committee will be turned over to BCHA.

Section 10.07 Revocation. Any committee not performing as according to the purposes for which it was created, or that is not in the spirit of good sportsmanship, or in violation of any part of these by-laws may have its committee status revoked by the Board.

Section 10.08 Accounting. At the membership meeting in December each committee chairperson will submit an accounting of all funds received and expended in a form outlined and required by the Board, as audited by two members of the committee.

ARTICLE ELEVEN ASSIGNMENT AND TRANSFER OF CORRAL LOTS

Section 11.01 Assignment, Lease or Transfer of Corral Lots. A member may not rent or transfer corral space or improvements without written approval of at least four Board members. In order for such rent or transfer to be valid and recognized by BCHA, the following requirements have to be complied with:

- A. The BCHA "Form for Lease Lot Holders" be completed and returned to the Treasurer. A copy of that form is attached hereto, made a part hereof, and incorporated herein as Exhibit "E".
- B. The rent or transfer must be approved by at least four Board members.
- C. The members transferring or receiving such space and improvement must be in good standing.

Section 11.03 Maximum number of Lots. The maximum number of lots which may be leased or controlled by anyone member shall be five.

Section 11.04 Renters. A lease lot holder may rent any part of his or her corral space only to another member, the lease lot holder and the renter must each pay all applicable dues, fees and assessments to the BCHA. Should the renter not pay his or her dues or assessments, then the lease lot holder shall be liable for payment.

Section 11.05 Leaving Clark County. Lease lot holders moving out of Clark County, Nevada have one year to transfer their interest in the lot(s). If not transferred within that time, the Board will notify the lease lot holder by certified mail, return receipt requested, of BCHA's intent to auction the lot(s) in thirty days by open auction. The general membership will also be notified in a newsletter of the open auction in thirty days. Once auctioned, the BCHA will deduct auction expenses and forward the balance to the lease lot holder.

**ARTICLE TWELVE
CORRAL LOTS AND IMPROVEMENT REQUIREMENTS**

Section 12.01 Size. Each developed lot shall consist of a minimum of 4,000 square feet of fenced area, including the shelter space, and/or barn, tack room, and other related structures. There shall be a minimum of twelve feet of space between each owned lot, except in Phase 2 lots, where the space between each owned lot is ten feet.

Section 12.02 Attachment of Structures. No lease lot holder shall attach a fence or building to any other property unless the Board shall first determine that such attachment is a feasible arrangement and is in the interest of the BCHA.

Section 12.03 Improvements. Building permits issued by the City are required for all fencing or construction of structures on existing or newly developed lots and all such improvements must meet the following requirements as defined in these By-laws and Section 7-3 (Animal Control & Cruelty to Animals) of the City Code, as amended, a current copy of which is attached hereto, made part hereof, and incorporated herein as Exhibit "F".

- A. Fencing of the corral and construction of shelter space must commence within thirty days of acquisition of space and completed to minimum requirements for sheltering animal(s) within six months.
- B. Permanent structures must be constructed within one year of the acquisition of space, and extensions of time for construction of permanent structures may be granted upon written request of the lease lot holder, demonstrating adequate reasons for such extension as determined at the discretion of the Board.
- C. All construction must conform with the requirements of all applicable City ordinances and code, including zoning, building, electrical, safety, structural, fire and health requirements.
- D. A plot plan must be submitted to the Board prior to the application for a City building or other permits, for the purpose of maintaining by BCHA of a current record of structures and improvements.
- E. A lease lot holder must advise the Board prior to construction of proposed structures of structural improvement, and notify the board when obtaining city building permits.
- F. Each corral must be a minimum of 240 square feet, with no side less than 12 feet in length. In the event a smaller corral is desired, based on the size of the horse, veterinary instructions, show horses, etc., then the member can apply for a variance from the BCHA Board of Directors. For protection from direct rays of the sun and weather, each corral must have an accessible, sturdy shelter not less than 64 square feet in size.
- G. Barbed wire is NOT to be used in corral fences.
- H. Any stallion kept in the corral area shall be provided with a locked enclosure, including a sturdy fence at least six feet in height, with a solid top rail or electric wire at the top of the fence. A sign must indicate if a stallion is present.
- I. Fresh, potable water must be metered and provided to each corral to a suitable container or automatic watering device.
- J. Each lease lot holder shall provide a manger of adequate size and proportion to feed the number of animals being served. Ground feeding is prohibited.
- K. Areas for parking trailers shall be designated by the Board and only horse trailers or similar livestock trailers shall be permitted in such designated areas. Any exceptions must be specifically approved by the Board.
- L. The parking of any vehicle or trailer for more than seventy-two (72) hours outside of posted parking areas shall be prohibited. Each lease lot holder shall have the right to post signs to prohibit parking in front of his or her corral.

**ARTICLE THIRTEEN
UTILITIES: INSTALLATION, RATES AND BILLING**

Section 13.01 Electrical Services. A lease lot holder desiring electrical service must install a proper electrical service drop and box, approved by the City, and an electrical meter to be located where it is easily accessible without climbing a fence or other obstacle. The lease lot holder shall be responsible for the cost of power usage utilized as billed by the treasurer of BCHA.

Section 13.02 Water Services. Each lease lot holder must have a metered water service, installed in accordance with these By-laws and subject to the following requirements:

- A. The lease lot holder shall be responsible for the cost of water usage as billed by the treasurer of BCHA.
- B. Water line leaks on the lease lot holder's side of the meter and the meter are the responsibility of the lease lot holder; leaks on the street side of the meter are the responsibility of the BCHA.

C. If it becomes necessary to dig up the water meter box, or to remove weeds or debris to locate the box, or to clean out sand from the box in order to read the meter, a charge of \$10.00 shall be made against the account of the lease lot holder.
D. In the event the meter cannot be located to read, the lease lot holder shall be charged (1) the average charge for water usage for the previous three quarters, for which readings are available, or (2) \$5.00 per animal per quarter, whichever charge is higher.

Section 13.03 Utility Rates. The Board shall determine and set water and power rates in accordance with provisions of these By-laws.

Section 13.04 Billings and Repairs. All billings for water and electrical usage shall be in accordance with the following procedures:

A. Water and electrical meters shall be read quarterly in the last week of December, March, June, September-

B. A lease lot holder questioning the meter reading and/or billing may request that the meter be reread in the presence of the lease lot holder or representative, and the billing adjusted if warranted by existence of an error.

C. Billings shall be prepared following quarterly meter reading, and shall be rendered to each member no later than the 15th day of the following month. Payment shall be due upon receipt, and shall be delinquent if not paid by the 15th of the month following receipt of the billing. If the account is not paid in full by such date, a penalty of ten percent of the amount billed shall be assessed against the account. If the account is not paid in full prior to the next quarterly billing date, an additional ten percent of the revised billing shall be assessed against the account.

D. Members still delinquent at the next quarterly billing shall have termination procedures started as stated in Section 5.04 A and Section 5.05 A, B, and C.

E. Lease lot holders shall be informed if their renter is delinquent; a notice shall be sent to the lease lot holder as well as the renter. After 30 days lease lot holder will be responsible for delinquent renter.

F. Lease lot holders shall be billed for actual electric and water usage per meter readings. The Common utilities are to be billed equally to all BCHA members. The method for billing Common Utilities is as follows:

1. Common Electricity - Total the electric meter bills received from Boulder city for the quarter. Total the lease lot holders metering amount for the quarter. Subtract the total lease lot holders metering amount from the quarterly Boulder city electric bill and then divide by the number of members. Bill each of the members for their portion of the common electricity.

2. Common Water - Total the water meter bills received from Boulder city for the quarter. Total the lease lot holders metering amount for the quarter. Subtract the total lease lot holders metering amount from the quarterly Boulder city water bill and then divide by the number of members. Bill each of the members for their portion of the common water.

3. Fly Predators and telephone - The total amount spent for Fly Predators and telephone each quarter shall be divided by the number of members and billed accordingly.

Section 13.05 Street Lighting and Common Use Facilities. Maintenance and all utility usage to common areas and streets shall be provided by the BCHA, and the cost thereof divided equally among all members. Maintenance assessments and utilities will be billed quarterly in accordance with provisions of these By-laws.

ARTICLE FOURTEEN MAINTENANCE OF LOTS AND IMPROVEMENTS

Section 14.01 Maintenance of Premises. Lease lot holders shall be responsible for maintaining their corral space in a neat and orderly condition. Conditions creating a nuisance in violation of these By-laws or chapter 8-1 of the city code will not be permitted. A copy of the current Chapter 8-1 of the City Code applicable to nuisances is attached hereto, made a part hereof as Exhibit "G", and incorporated herein. Only materials and supplies for maintaining corral area improvements may be stored on the premises.

Section 14.02 Responsibility of Members. Each member shall be responsible for the following:

A. Damage or injury caused by his or her animals.

B. Proper behavior of the member, the member's family and guests.

C. Neglect of or cruelty to any animal. The Board shall invite and cause periodic, unannounced inspection of the corral area by representatives of the Board and the city's animal control officers.

D. Reporting of communicable disease by any member aware of such in any animal shall be to any officer or member of the Board. In such event, that owner shall keep the animal confined and quarantined until the nature of

the disease is determined and the treatment completed. A certificate issued by a veterinarian must be presented to the Board before the quarantine is lifted.

Section 14.03 Restrictions. Members and guests shall abide by the following safety rules:

- A. No running, no galloping, or permitting horses and dogs to run loose within the corral zone.
- B. Stallions are not permitted in the arena when it is in use by minors.
- C. Stallions are not to be exercised in the arena at any time when other horses/riders are present, without permission from the other adult riders.
- D. Operate vehicles within the corral zone at speeds of not more than ten miles per hour.
- E. Arenas are reserved for horse and herding activities. Persons and animals not involved in such activities or maintenance should remain outside the arenas.
- F. No person shall feed another's animal without permission. No person shall feed wild animals or birds.
- G. No person shall violate a "no trespassing" sign without permission, except in an emergency.

Section 14.04 Storage and Use of Power or Motorcycles. No person shall store, garage, or operate a "dirt" bike or similar vehicle within the corral zone with the exception of a farm/utility vehicle. Motorcycles, mopeds, or similar vehicles designed for street use are allowed for transportation to and from the corrals only. All vehicles must adhere to corral speed limits and not be excessively loud.

Section 14.05 Flammable Liquids. No member shall store or keep gasoline or other flammable liquids in the corral zone. Fuel (gasoline, diesel, oil) may be stored by the association to fill equipment used for grounds maintenance.

Section 14.06 Use of Arena and Lights. Regulations governing the use of the arena and arena lights, as approved by the Board, shall be posted near the gates of the arena, and shall be strictly observed by members and guests.

ARTICLE FIFTEEN VENDORS

Section 15.01 Limitation. Only one vendor of supplies, feed and services is permitted to have a permanent structure in the corral zone. Application by a proposed vendor shall be made to the Board for approval and of the membership thereafter. The vendor as approved must apply to the City for the necessary permits and licenses to conduct business in the City.

Section 15.02 Terms and Conditions. Applications by vendors shall be received on a year to year basis. Upon approval of the vendor, the vendor and BCHA shall enter into a written agreement, to include but not limited to, the types of supplies and materials to be available, hours of sales, conditions of use of buildings or areas within the corral zone, and related matters pertaining to the benefit of the members. Vendor must obtain an insurance policy that meets or exceeds current BCHA insurance limits.

Section 15.03 Restrictions. The following terms must be included and contained in any vendor agreement:

- A. BCHA shall not be responsible for any obligation, financial or otherwise, of the vendor.
- B. The BCHA shall have the right to cancel the agreement in the event the vendor does not abide by its terms and conditions.
- C. BCHA shall not be responsible for any damages or injuries to members or their animals or fowl caused by products of the vendor.
- D. The BCHA shall not be responsible if the vendor is rejected or unable to meet the terms or conditions imposed by the City, or any other agency having jurisdiction over the operation of a vendor's business in the corral zone.

ARTICLE SIXTEEN WATCHMEN

Section 16.01 Authority. Living quarters for not more than two watchmen and families in the corral zone area shall be permitted in accordance with Chapter 11-17 of the City Code.

Section 16.02 Responsibilities and Duties. The responsibilities and duties of the Watchmen shall be determined by the Board and agreed to in writing by each Watchmen appointed by BCHA. These duties shall be posted. Performance of their duties shall be reviewed once a year by the Board and a report made to the membership. The continuation or selection of current Watchmen shall be determined by a majority vote of the membership. Each Watchman shall be evaluated independently and separately.

Section 16.03 Revision of Duties. Any revisions, additions or deletions to the responsibilities and duties of Watchmen shall be made in July of each calendar year by the BCHA Board.

Section 16.04 Reports. Any reports required in the responsibilities and duties of a Watchman shall be made to any officer of the board.

Section 16.05 Material and Supplies. Any materials or supplies required to carry out assigned duties may be purchased by the Watchmen with the Board of Directors approval. Watchmen shall have no authority to make any commitments whatsoever on behalf of BCHA.

Section 16.06 Assignment of Duties. In the event that two Watchmen are designated, assignment of duties shall be made on a rotating basis as determined by the Board, but normally for one month at a time. However, during rodeos or other special events, both may be assigned to perform duties during such events.

Section 16.07 Failure to Perform. If at any time the Board shall determine that a Watchman has been negligent and generally not acting in a responsible manner, the Board may institute corrective action. In the event that the corrective action is not effective, the Board, with the approval of the membership, may suspend the Watchman or the agreement with them be terminated and directed to leave BCHA property.

ARTICLE SEVENTEEN ENFORCEMENT OF PROVISIONS

Article 17.01 Responsibility. The responsibility for enforcement of all the provisions of these Bylaws shall be vested in the officers and the Board.

Article 17.02 Policies and Procedures. In the course of enforcement of all of the provisions of these By-laws, the Board shall be guided by the following:

- A. Any member or person charged with violation of any By-law shall be advised in writing of the alleged violation.
- B. Any member or person charged with a violation shall have the right to be heard before the Board, and to produce and confront witnesses. If the charges are upheld, the member shall have thirty (30) days to rectify or cure the violation.
- C. Except when the seriousness of the alleged offense warrants other remedies (as determined by the Board, and within the Board's discretion), any member charged with a violation shall first be warned orally, and followed in writing by certified mail, prior to the Board taking action to suspend or terminate membership. Other remedies will include, but not be limited to requesting Boulder City animal Control intervention, and/or Boulder City Police, as deemed necessary by the BCHA Board.
- D. Any suspension or termination of membership by BCHA enforced against a member must comply with these By-laws. Each member hereby agrees to comply with the provisions, attachments and amendments of the By-laws.
- E. Children (under the age of 18) not accompanied by their parent(s) will be restricted to a 10 p.m. curfew except during scheduled functions such as team penning, rodeo, play days, etc.

ARTICLE EIGHTEEN PARLIMENTARY AUTHORITY

Section 18.01 The current edition of *ROBERTS RULES OF ORDER*, as revised, shall govern and apply to the procedures and conduct of all Board and membership meetings.

**ARTICLE NINETEEN
AMENDMENTS**

Section 19.01 These By-laws may be amended at any regular membership meeting of the BCHA by a two-thirds vote, provided that the amendment(s) have been submitted in writing or read at the previous regular meeting; and further provided that the Board shall distributed a copy of the proposed amendment to all members in writing after the meeting at which the proposed amendment has been submitted or read and 30 days prior to the meeting in which a vote will be cast.

**ARTICLE TWENTY
LIMITATION OF LIABILITY**

Section 20.01 Directors, officers and/or committee appointees (hereinafter referred to as APPOINTEES) of the BCHA shall have no personal liability for breach of fiduciary duty as a director or officer, except for such acts or omissions involving intentional misconduct, fraud or a knowing violation of law, in violation of NRS 78.300.

**ARTICLE TWENTY-ONE
INDEMNIFICATION OF OFFICERS, DIRECTORS, EMPLOYEES AND APPOINTEES**

Section 21.01 The BCHA shall indemnify its officers, directors and appointees against expenses, including attorney's fees, judgments, fines and amounts paid in settlement in accordance with Nevada Revised Statutes 78.751, and in particular, said expenses shall be paid by BCHA, as incurred, in accordance with Nevada Revised Statutes 78.751 (5).

**ARTICLE TWENTY-TWO
PROXY VOTE**

Section 22.01 Any member of the BCHA in good standing may assign their vote via a proxy to another BCHA member in good standing. A "Proxy Vote Authorization" form is to be completely filled out by the assignee and presented by any BCHA Board member prior to the start of any specific General Membership, Special or Annual meeting at which the proxy is to be used. Only one proxy vote may be assigned to anyone BCHA member in good standing. The maximum number of votes anyone BCHA member may have at a meeting is two. The "Proxy Vote Authorization" form is good for only one meeting. Proxy Vote Exhibit "I".

**ARTICLE TWENTY-THREE
DISSOLUTION**

Section 23.01 Assets. In the event the BCHA shall voluntarily or involuntarily have to dissolve all BCHA assets shall be divided in the following manner. After the liquidation of all BCHA equipment and common assets and all BCHA bills are paid; the remaining Sum will be equally divided among all current lease lot holders and renters in good standing. An example of the procedure is a follows: Dissolution total = \$20,000.00. BCHA lots = 162. Renters = 76. $(162 + 76 = 238)$ $\$20,000.00$ divided by $238 = \$84.03$. If you are a Renter your share will be \$84.03. If you have one lot your share will be \$84.03. If you have multiple lots your share will be \$84.03 times the number of lots (i.e. $\$84.03$ multiplied by 3 lots = $\$252.09$).

Section 23.02 Personal Property. Lease/ lot holders shall retain any and all personal property that is on the lot they had a lease for.

CERTIFICATION

This is to certify that the foregoing copy of the By-laws and attachments and references represent the amended By-laws as approved by the membership at the general membership meeting held on 10/17/2012.

AMENDED 4/20/2016