

Association Annual Disclosure pursuant to §38-33.3-209.4(2), C.R.S.

Bellyache Ridge Homeowners Association
PO Box 40
Wolcott, CO 81655

Designated Agent:

Marchetti & Weaver, LLC
License # ENT1224
28 Second St, Suite 213, Edwards CO 81632
970-926-6060
Meghan Hayes; meghan@mwcpaa.com; 970-926-6060 ext 118

Declaration recorded in Eagle County on January 10, 1977, Reception Number 147775 Bk, Pg Amended & Consolidated Restatement and Declaration recorded in Eagle County on July 18, 1994, Reception Number 541609, Bk 645, Pg 569

- 1) Fiscal Year Commences: January 1, 2021
- 2) Current Year Budget: attached
- 3) List of current Regular and Special Assessments, by unit type: included with budget
- 4) Prior Year Annual Financial Statements, including Reserve Funds if applicable
- 5) Most recent audit or financial review: n/a
- 6) Association Insurance Policies: see attached Summary of Policies
- 7) Association Governing Documents (Article of Inc, Bylaws, Rules & Regulations)
- 8) Association Responsible Governance Policies under 38-33.3-209.5 (Do not have)
 - i. Collections of unpaid assessments
 - ii. Handling of conflicts of interest involving board members
 - iii. Conduct of meeting
 - iv. Enforcement of covenants and rules
 - v. Inspection and copying of records by unit owners
 - vi. Investment of reserve funds
 - vii. Procedures for adoption of policies, procedures and rules
 - viii. Procedures for address disputed between Association and unit owners
 - ix. Reserve study requirements
- 9) Prior Year Minutes of Executive Board and Member meetings

**BELLYACHE RIDGE HOMEOWNERS ASSOCIATION
STATEMENT OF REVENUES, EXPENDITURES AND CHANGED IN FUND BALANCE
BUDGET, ACTUAL AND FORECAST FOR THE PERIODS INDICATED**

Printed: 01/19/21

	Cal Yr 2019 Actual	Cal Yr 2020 Adopted Budget	Variance Favorable (Unfavor)	2020 Forecast	12 Mo Ended 12/31/2020 Actual	Remaining Budget (Unfavor)	Cal Yr 2021 Adopted Budget	BUDGET NOTES
REVENUES								
PROPERTIES	76	76		76	76		76	67 built dwellings + 9 vacant lots
DUES PER PROPERTY	175	175		175	175		175	
REGULAR ASSESSMENTS	13,300	13,300	0	13,300	13,300	0	13,300	
INTEREST INCOME	907	440	(240)	200	191	(249)	0	
LATE FEE INCOME	150	75	125	200	200	125	200	
APPLICATION FEES	75	0	650	650	650	650	0	
TITLE SERVICE FEES	250	0	100	100	150	150	0	
TOTAL REVENUES	14,682	13,815	635	14,450	14,491	676	13,500	
EXPENDITURES								
SERVICES TO HOA MEMBERS								
ANNUAL MEETING (INCL PICNIC)	118	500	500	0	0	500	0	Teleconference Only
LANDSCAPING & FOREST STEWARDSHIP	325	1,900	(1,975)	3,875	3,875	(1,975)	3,600	16 hrs @ \$225/hr.
ROADWAY/ENTRANCE SIGNS	370	500	500	0	0	500	500	
NEWSLETTERS	0	0	0	0	0	0	0	
WEBSITE DEVELOPMENT/CONTENT	250	0	0	0	0	0	0	
CONTINGENCY	0	0	0	0	0	0	876	
SUBTOTAL SERVICES	1,063	2,900	(975)	3,875	3,875	(975)	4,976	
Services % of Revenue	7.2%	21.0%			26.7%		36.9%	
ADMINISTRATION								
ACCOUNTING & ADMINISTRATION	4,753	6,000	867	5,133	3,946	2,054	5,133	Flat from 2020
MEETING MINUTES	850	960	0	960	730	230	960	24 hrs @ \$40/hr.
ANNUAL ASSESSMENT BILLINGS	458	550	(21)	571	546	5	477	2% incr. / yr. from 2019 actuals
BANK CHARGES	22	50	25	25	24	26	25	
INCOME TAXES	0	50	(16)	66	66	(16)	0	
OFFICE/MISCELLANEOUS	216	350	0	350	334	16	225	2% incr. / yr. from 2019 actuals
SUB TOTAL ADMINISTRATION	6,299	7,960	855	7,105	5,646	2,314	6,820	
Adminstration % of Revenue	42.9%	57.6%			39.0%		50.5%	
LEGAL								
LEGAL	0	1,234	1,234	0	0	1,234	0	No planned legal
INSURANCE (LIABILITY/D&O)	1,671	1,721	50	1,671	1,671	50	1,704	2% incr. from 2020
SUB TOTAL LEGAL	1,671	2,955	1,284	1,671	1,671	1,284	1,704	
Legal % of Revenue	11.4%	21.4%			11.5%		12.6%	
TOTAL EXPENDITURES	9,033	13,815	1,164	12,651	11,192	2,623	13,500	
REVENUE OVER (UNDER) EXPENDITURES	5,649	(0)	1,799	1,799	3,298	3,299	(0)	
BEGINNING FUND BALANCE	82,422	88,000	71	88,071	88,071	71	89,870	
ENDING FUND BALANCE	88,071	88,000	1,870	89,870	91,369	3,369	89,870	
See accompanying accountant's report.	=	=			=	=		

**BELLYACHE RIDGE HOMEOWNERS ASSOCIATION
Balance Sheet
12/31/20**

ASSETS

Current Assets:

Cash in Bank	96,552
Income Tax Deposit	0
Prepaid Expenses	0
Total Cash in Bank	96,552

Accounts Receivable	(354)
Due From BRMD	0
Total Current Assets	96,198

TOTAL ASSETS

96,198

LIABILITIES & NET ASSETS

Liabilities:

Accounts Payable	1,329
Compliance/Clean Up Deposits	3,500
Due From BRMD	0
Total Liabilities	4,829

Net Assets

Unrestricted	91,369
Total Net Assets	91,369

Total Liabilities & Net Assets

96,198

See accompanying accountant's report.

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Association Annual Disclosure pursuant to §38-33.3-209.4(2), C.R.S.

Bellyache Ridge Homeowners Association
 PO Box 40, Wolcott CO 81655

Current Regular and Special Assessments, Fees and Charges:

1) Assessment:

<u>Unit Type</u>	<u>Annual Assessment</u>	<u>Count</u>	<u>Total Assessed</u>
Lot/Residence	\$175	76	\$13,300
Period covering: 1/1 – 12/31			

2) Working Capital \$175, Special Assessments: \$0

3) Title Statement preparation fee: \$50; Rush preparation: \$50

4) Record Change Fee: \$0

5) Document Access Fee: \$0 -available at website www.bellyachesubdivision.com



A Member of the Tokio Marine Group

One Bala Plaza, Suite 100
 Bala Cynwyd, Pennsylvania 19004
 610.617.7900 Fax 610.617.7940
 PHLI.com

PROPOSAL FOR INSURANCE

Quotation Number: 14187262

Proposal Date: 02/25/2021

Named Insured and Mailing Address:

Bellyache Ridge Homeowners Associat
 28 2nd St Unit 213
 C/O Marchetti & Weaver, Llc
 Edwards, CO 81632-8137

Producer: 100955

Canyon Ins-Rifle
 638 Railroad Ave
 Rifle, CO 81650

Contact: Bruce Camiletti

Phone: (970)625-2192

Fax: (970)625-8400

Insurer: Philadelphia Indemnity Insurance Company

Policy Period From: 03/28/2021

To: 03/28/2022

Proposal Valid Until: 03/28/2021

at 12:01 A.M. Standard Time at your mailing address shown above.

Product: Home Owners Association

Submission Type: Renewal Business

PHLY Representative: Blaylock, Allison A.

PHLY Representative Phone: (303) 200-6023

Email: Allison.Blaylock@phly.com

Underwriter: Whitfill, Cody J.

Underwriter Phone: (913) 333-4975

Email: Cody.Whitfill@phly.com

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO EXTEND INSURANCE AS STATED IN THIS PROPOSAL.

THIS PROPOSAL CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

Commercial General Liability Coverage Part	PREMIUM
	\$ 647.00

TOTAL \$ 647.00

- Bill Plan Options:***
- 25% Down and 11 Consecutive Monthly Installments - Combined minimum premium must be \$7,350
 - 25% Down and 9 Consecutive Monthly Installments - Combined minimum premium must be \$6,000
 - 25% Down and 5 Consecutive Monthly Installments - Combined minimum premium must be \$3,333
 - 25% Down and 3 Consecutive Monthly Installments - Combined minimum premium must be \$2,000
 - 50% Down and 2 Consecutive Monthly Installments - Combined minimum premium must be \$2,000
 - 30% Down and 3 Quarterly Installments - Combined minimum premium must be \$2,150
 - Premiums under \$2,000 are Fixed Annual billing
- *Bill plan options are only available for Direct Bill customers. All others require Fixed Annual billing

The premium shown is subject to the following terms and conditions:

A signed UM/UIM Selection/Rejection form is required upon binding. (If applicable.)
 Any taxes, fees or surcharges included in the total premium shown on the proposal are not subject to installment billing.



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PHLY.com

Proposal Date: 02/25/2021
Quotation Number: 14187262

Named Insured: Bellyache Ridge Homeowners Associat

The premium shown is subject to the following terms and conditions:

A maximum per installment fee of \$5.00 may be included (some states may vary).

- *
- *
- *
- *

Required prior to binding:

Signed and completed TRIA Rejection form



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The producer placing this policy may receive commission and additional underwriting profit share incentives. These incentives are based on the underwriting performance of this producer's book of business. Any questions about the nature of this compensation should be directed to the producer.

In order to complete the underwriting process, we require that you send us the additional information requested in the "conditions" section of this proposal. We are not required to bind coverage prior to our receipt, review and underwriting approval, of said additional information. However, if we do bind coverage, it shall be for a temporary period of not more than 30 days. Such temporary binding of coverage shall be void ab initio ("from the beginning") if we have not received, reviewed and approved in writing such materials within 15 days from the effective date of the temporary binder. This 30 day temporary conditional binder may be extended only in writing signed by the Insurer. Payment of premium shall not operate to extend the binding period or nullify the automatic voiding as described above.

This quotation is strictly conditioned upon no material change in the risk occurring between the date of this proposal and the inception date of the proposed policy (including any claim or notice of circumstances that which may reasonably expected to give rise to a claim under any policy of which the policy being proposed by this letter is a renewal or replacement). In the event of such change in risk, the Insurer may in its sole discretion, whether or not this quotation has been already accepted by the Insured, modify and/or withdraw this quotation.

Subject to the terms and conditions outlined above and prior to the quote expiration date, this quote may be bound by signing and dating below and by initialing, on the previous page, the option to be bound. This form will then act as the binder of coverage for 30 days from the date signed and may be distinguished by the Quotation number on page 1. This binder is only valid for 30 days.

No coverage is afforded or implied unless shown in this proposal.

This proposal does not constitute a binder of insurance.

This proposal is strictly limited to the terms and conditions herein. Any other coverage extensions, deletions or changes requested in the submission are hereby rejected.

 Signature of Authorized Insurance Representative

 Date



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LOCATION SCHEDULE

Loc #	Bldg #	Address #1	Address #2	City	St	Zip
0001	0001	Bellyache Ridge Rd		Wolcott	CO	81655



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Named Insured: Bellyache Ridge Homeowners Associat**FORM SCHEDULE**

Form	Edition	Description
WHY MyPHLY	0000	WHY MyPHLY?
CSNotice-1	0120	Making Things Easier
BJP-190-1	1298	Commercial Lines Policy Jacket
PI-SAMEX-NOTICE 1	0519	Advisory Notice To Policyholders
PI-FEES-NOTICE 1	1119	Notice Late/Non-Sufficient Funds/Reinstatement Fee
PP2020	0220	Privacy Notice For Commercial Lines
CPD-PIIC	0614	Common Policy Declarations
Location Schedule	0100	Location Schedule
PI-BELL-1	1109	Bell Endorsement
PI-CME-1	1009	Crisis Management Enhancement Endorsement
IL0017	1198	Common Policy Conditions
IL0021	0908	Nuclear Energy Liability Exclusion Endorsement
IL0125	1113	Colorado Changes - Civil Union
IL0228	0907	Colorado Changes - Cancellation and Nonrenewal
PI-ACL-001	1218	Absolute Cyber Liability And Electronic Exclusion
PI-SAM-018	0519	Absolute Abuse or Molestation Exclusion
Gen Liab Dec	1004	Commercial General Liability Coverage Part Declaration
Gen Liab Schedule	0100	General Liability Schedule
CG0001	0413	Commercial General Liability Coverage Form
CG2017	1093	Additional Insured-Townhouse Associations
CG2101	1185	Exclusion - Athletic or Sports Participants
CG2106	0514	Excl-Access/Disclosure-With Ltd Bodily Injury Except
CG2132	0509	Communicable Disease Exclusion
CG2147	1207	Employment-Related Practices Exclusion
CG2167	1204	Fungi or Bacteria Exclusion
CG2173	0115	Exclusion Of Certified Acts Of Terrorism
CG2402	1204	Binding Arbitration
PI-GL-001	0894	Exclusion - Lead Liability
PI-GL-002	0894	Exclusion - Asbestos Liability
PI-SAM-006	0117	Abuse Or Molestation Exclusion



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GENERAL LIABILITY

Total: \$ 647.00

Each Occurrence Limit	\$ 1,000,000	Liability Type: OCCURRENCE
Personal and Advertising Injury Limit	\$ 1,000,000	
General Aggregate Limit (Other Than Products – Completed operations)	\$ 2,000,000	
Products/Completed Operations Aggregate Limit	\$ 2,000,000	
Rented to You Limit	\$ 100,000	
Medical Expense Limit (Any One Person)	\$ 5,000	

.....ClassificationsClass Code	Premium Base	Prem/Op BI/PD Ded	Products BI/PD Ded	Exposure	Premium
COLORADO						
LOC 1 TOWNHOUSES	68500	UNIT	NONE		75 \$	647.00



PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

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Bala Cynwyd, Pennsylvania 19004
610.617.7900 Fax 610.617.7940
PHLY.com

Taxes, Surcharges, and Fees Notice

*Note: The above proposal may not account for local taxes, Surcharges, and/or fees mandated by the State in which you/your business operate(s). The final policy will include a description of how local taxes, surcharges and fees, if applicable, have been allocated as determined by the risk location. Please contact a PHL Y representative if you have any questions.



A Member of the Tokio Marine Group



GIG Insurance Group, Inc.
 750 East Prospect Road
 Fort Lauderdale, FL 33334
 Telephone: 954.563.1771
 Toll Free: 866.563.1771
 Facsimile: 954.563.1775
 Toll Free: 866.563.1775
 www.gigins.com

02/18/21

Chris Khodr
 Canyon Insurance & Financial Services, LLC
 750 East Prospect Road
 Fort Lauderdale, FL 33334

RE: Bellyache Ridge Homeowners Association

QUOTE #: 447617

Re: Directors and Officers Liability Insurance

Dear Chris Khodr

Based upon our review of the underwriting information provided, Philadelphia is pleased to offer a quote for the above captioned account subject to receipt, review and acceptance of the following items:

- 1) Properly completed, signed and dated Philadelphia Indemnity Insurance Company D&O application

TERMS AND CONDITIONS

Proposed Policy Period: 03/28/21 to 03/28/2022

Policy Form: Philadelphia Indemnity Insurance Company Community Association Executive Advantage Policy

Carrier: Philadelphia Indemnity Insurance Company: "A++" XV (Superior), admitted
 Member of the **Tokio Marine Group**

<u>Aggregate Limit of Liability</u>	<u>Self-Insured Retention Each Loss (Loss Only)</u>	<u>Annual Premium</u>	<u>Broker Commission</u>
\$1,000,000	\$1,000	\$995.00	12.5%: \$124.38

*Cyber Liability Coverage Endorsement for \$100,000 sub-limit: NO **Cyber Premium:** \$0.00
 If this coverage is not desired, it can be waived at the time of binding, or added back if removed.
 *If Cyber Liability is waived by agent the premium will reflect \$0.00



Other Terms: Pending and/or Prior Litigation Exclusion

PCAP-PIBELL1-BELL. PCAP-PICAP020-ENHANCEMENT PCAP-PICAPETS-OFAC. PCAP-PICME1-CRISIS.
PCAP-PISLD001-TRIACAPLOSS. PCAP-PICAP021-WAGEHOUR. PCAP-PI TERDN1-TRIANOTICE.

➤ **No terrorism exclusion as per the Terrorism Risk Insurance Act of 2002 – See Attached.**

This quotation is valid for 45 days and is subject to no material change in risk.

Please contact me if you require any specimen wordings or policies, or if you require any amendments to this quotation. Thank you for choosing GIG Insurance Group, Inc. (GIG) and Philadelphia Indemnity Insurance Company (PHLY), a member of the Tokio Marine Group.

Sincerest regards,

Eric S. Gifford
Vice President
(954) 563-1771 ext. 208
egifford@gigins.com

Philadelphia Indemnity Insurance Company (PHLY) headquartered in Bala Cynwyd, PA is a member of the Tokio Marine Group, Japan's oldest and leading Property/Casualty insurer and one of the 10 largest insurance groups in the world.

Policy Number: _____ Named Insured: Bellyache Ridge Homeowners Association



One Bala Plaza, Suite 100
 Bala Cynwyd, Pennsylvania 19004
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 PHL.Y.com

PHILADELPHIA INSURANCE COMPANIES DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE REJECTION OPTION

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term “act of terrorism” means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 and 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS’ LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Your attached proposal (or policy) includes a charge for terrorism. We will issue (or have issued) your policy with terrorism coverage unless you decline by placing an “X” in the box below.

NOTE 1: If “included” is shown on your proposal (or policy) for terrorism you WILL NOT have the option to reject the coverage.

NOTE 2: You will want to check with entities that have an interest in your organization as they may require that you maintain terrorism coverage (e.g. mortgagees).

EXCEPTION: If you have property coverage on your policy, the following Standard Fire Policy states do not permit an Insured to reject fire ensuing from terrorism: CA, CT, GA, HI, IA, IL, MA, ME, MO, NJ, NY, NC, OR, RI, VA, WA, WV, WI. Therefore, if you are domiciled in the above states and reject terrorism coverage, you will still be charged for fire ensuing from terrorism as separately designated on your proposal.

	I decline to purchase terrorism coverage. I understand that I will have no coverage for losses arising from “certified” acts of terrorism, EXCEPT as noted above.
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You, as the Insured, have 30 days after receipt of this notice to consider the selection/rejection of “terrorism” coverage. After this 30 day period, any request for selection or rejection of terrorism coverage WILL NOT be honored.

REQUIRED IN GA – LIMITATION ON PAYMENT OF TERRORISM LOSSES (applies to policies which cover terrorism losses insured under the federal program, including those which only cover fire losses)
The provisions of the Terrorism Risk Insurance Act, as amended, can limit our maximum liability for payment of losses from certified acts of terrorism. That determination will be based on a formula set forth in the law involving the national total of federally insured terrorism losses in an annual period and individual insurer participation in payment of such losses. If one or more certified acts of terrorism in an annual period causes the maximum liability for payment of losses from certified acts of terrorism to be reached, and we have satisfied our required level of payments under the law, then we will not pay for the portion of such losses above that maximum. However, that is subject to possible change at that time, as Congress may, under the Act, determine that payments above the cap will be made.

INSURED’S SIGNATURE _____
DATE _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

DIRECTORS AND OFFICERS LIABILITY

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism subject to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
3. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

DIRECTORS AND OFFICERS LIABILITY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

B. The following definitions are added:

- 1.** For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.
 - 2.** "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
 - a.** The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 - b.** The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- C.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.



STATE OF COLORADO

DEPARTMENT OF
STATE

CERTIFICATE

I, NATALIE MEYER, Secretary of State of the State of Colorado hereby certify that the prerequisites for the issuance of this certificate have been fulfilled in compliance with law and are found to conform to law.

Accordingly, the undersigned, by virtue of the authority vested in me by law, hereby issues A RESTATED CERTIFICATE OF INCORPORATION TO BELLACHE RIDGE HOMEOWNERS ASSOCIATION, A NONPROFIT CORPORATION.

Dated: MARCH 5, 1993

Natalie Meyer

SECRETARY OF STATE

FILED COPY

RESTATED ARTICLES OF INCORPORATION 931024044 \$60.00
505 03-05-93 08:30

OF

BELLYACHE RIDGE HOMEOWNERS ASSOCIATION

ARTICLE I

The name of the corporation is BELLYACHE RIDGE HOMEOWNERS ASSOCIATION.

ARTICLE II

The corporation shall have perpetual existence.

ARTICLE III

The nature of the corporation and the objects and purposes for which the corporation is organized are as follows:

1. To acquire ownership of, and title to, certain real property including but not limited to greenbelt areas and any tangible personal property or real property necessary to properly carry out the purposes of providing for the general benefit of the owners and residents of Bellyache Ridge Subdivision.

2. To maintain and operate real and personal property including but not limited to greenbelt areas, parks, and other open areas, as an appurtenance to real estate owned by each of the members, subject to such annual or special assessments or charges as may be required to defer the costs and expenses thereof.

3. To adopt, administer and enforce Protective Covenants of Bellyache Ridge Subdivision Filing No. 1 and Bellyache Ridge Subdivision Filing No. 2, including architectural control for the architecture and appearance of a housing development for the benefit of its respective members on a cooperative basis.

4. To have and exercise, generally, all powers, and to do and perform all the acts, which or may be necessary to carry out and effectuate the purposes for which the corporation is formed; such powers shall include, without limiting the general powers of the corporation, the power to perform the following specific acts:

- (a) Pay taxes and assessments on all property held by the association for the general use of the members;

- (b) Maintain vacant unimproved and unkept lots;
- (c) Collect, maintain and disburse funds collected for maintenance, taxes or other proper charges levied against the property of the association;
- (d) Acquire or dispose of property in the interests of the association, either by purchase, sale or dedication to a public authority;
- (e) Borrow money for the proper conduct of the affairs of the association;
- (f) Establish, levy, and assess annual or special charges and assessments against the property in pursuance of the purposes of the corporation and establish appropriate collection procedures therefore;
- (g) To maintain greenbelt areas, parks and other open spaces until such maintenance is assumed by public authority or in lieu thereof;
- (h) To perform and provide other proper functions in the nature of community services, including, but without limitation, fire protection, refuse collection, street sweeping, and snow removal, and the development, construction, and maintenance of a public or community sewage disposal system, provided that the construction of any such common sewage disposal system and such other community service functions shall be approved by the members pursuant to the by-laws of the corporation;
- (i) To exercise all those general powers conferred upon non-profit corporations under the laws of the State of Colorado.

6. The corporation is organized exclusively for purposes of furnishing various community services to its members, holding title to greenbelt areas, parks and other open spaces, and easements and to enforce Protective Covenants on a cooperative basis, whereby at least 85% of its income shall be derived from assessments to members for the sole purpose of meeting expenses or losses and in full compliance with the requirements of 501(c)(4) of the Internal Revenue Code of 1986.

7. The Board of Directors of the corporation shall be vested with the exclusive authority under which conveyance or encumbrance of all or any part of the corporate property may be made, and the President or the Vice-President, with the

attestation of the Secretary, shall be authorized to execute the appropriate instruments of conveyance or encumbrance, upon resolution of the Board of directors made.

ARTICLE IV

1. No part of the income or net earnings of the corporation shall inure to the benefit or be distributable to any member, director or officer of the corporation or any other corporation or private individual; however, reasonable compensation may be paid for services actually rendered to or for the corporation and any officer, director, agent or employee, or any other person or corporation, may be reimbursed for expenses advanced or incurred for the corporation's benefit upon authorization of the Board of Directors. No member, director or officer of the corporation, nor any other corporation or private individual, shall be entitled to share in any distribution of any of the corporate assets on dissolution of the corporation or otherwise, except as hereinafter expressly set forth. No substantial part of the activities of the corporation shall consist of carrying on lobbying activities, propaganda campaigns or other activities designed to influence legislation. The corporation shall not participate or intervene in any political campaign on behalf of any candidate for public office.

2. Upon dissolution of the corporation, all of its assets remaining after payment of liabilities shall be paid over and transferred to one or more exempt organizations as are qualified for exemption from Federal income taxes under Section 501(c)(4) and (12) of the Internal Revenue Code. The proceedings of dissolution shall be conducted in accordance with Article 24 Chapter 31, C.R.S. as amended.

3. Notwithstanding any other provision hereof, this corporation shall not conduct or carry on any activities not permitted nor receive any income which is prohibited under the provisions of Section 501(c)(4) and (12) of the Internal Revenue Code, as amended.

ARTICLE V

1. Members of the corporation shall be the owner, or owners, of lots, multiple-family dwelling units, or condominium units hereinafter collectively referred to as "ownership units", located in Eagle County, Colorado, within the area known as "Bellyache Ridge Subdivision" which shall consist of subdivision filings entitled "Bellyache Ridge Subdivision Filing No. 1", "Bellyache Ridge Subdivision Filing No. 2", as shall be shown on the recorded plats of said subdivisions in the office of the

Clerk and Recorder of Eagle County, Colorado.

2. Each established owner of an "ownership unit", by whatever means, in Bellyache Ridge Subdivision, shall be entitled to membership in the Bellyache Ridge Homeowners Association. Each such "ownership unit", shall entitle the members thereof, collectively, to a proportionate share of the use of the property owned and controlled by such non-profit corporation as may be necessary by the corporation. In the event of dissolution of the corporation, each such proportionate share of such property shall be vested in such established owner and distributed accordingly.

Each lot, whether approved for single family, two family, multiple family or condominium use, shall represent one "ownership unit" as hereinbefore provided, until such time as dwelling units are constructed thereon. Upon the completion of the construction of such dwelling units, any such lot shall cease to represent a "ownership unit" but thereupon the real property or lot associated with each such dwelling unit shall, in and of itself, represent one "ownership unit".

3. Each member shall be entitled to one vote, either in person or by proxy for each ownership unit registered in his name on the books of the corporation. In the election of directors, each such voting member shall have the right to vote such number of ownership units for as many persons as there are directors to be elected. Cumulative voting shall not be allowed for any purpose.

4. At all meetings of the members a majority of ownership units entitled to vote at such meeting, represented in person or by proxy, shall constitute a quorum.

5. All assessments made by the Board of Directors under authority of these Articles of Incorporation shall be and become a lien against the respective subdivision lots to which the ownership units are appurtenant upon the recording of a memorandum of any such assessment in the office of the Eagle County Clerk and Recorder, and such lien shall continue and remain in effect until such assessments have been paid. The manner of enforcing any such lien shall be set forth in the By-laws of the corporation.

ARTICLE VI

The following provisions are inserted as notice of the specific intent of the corporation concerning the management of the business and the conduct of the affairs of the corporation, and the same are in furtherance of, and not limitation or

exclusion of, the powers conferred by the laws of the State of Colorado.

1. Indemnification of Officers and directors. The board of directors of the corporation shall have the power to:

a. Indemnify any person who was, is, or is threatened to be made, a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action, by or in the right of the corporation), by reason of the fact that he is or was a director, officer, employee, or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he conducted himself or herself in good faith and he or she reasonably believed (in the case of conduct in his official capacity with the corporation) that his or her conduct was in the corporation's best interests or (in all other cases) that his conduct was at least not opposed to the corporation's best interests and, with respect to any criminal action or proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful. The termination of any proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent is not of itself determinative that the individual did not meet the standard of conduct set forth herein. No indemnification shall be made in connection with a proceeding by or in the right of the corporation in which the director was adjudged liable to the corporation or in connection with any proceeding charging improper personal benefit to the director, officer, employee, or agent whether or not involving action in his official capacity, in which he or she was adjudged liable on the basis that personal benefit was improperly received by him or her unless and only to the extent that a court of competent jurisdiction determines upon application that the director, officer, employee, or agent is fairly and reasonably entitled to indemnification in view of all the relevant circumstances.

b. Indemnify a person who is or was a director, officer, employee or agent of the corporation and who was wholly successful on the merits or otherwise, in defense of any proceeding to which he was a party, against reasonable expenses incurred by him or her in connection with the proceeding.

c. Authorize indemnification under paragraph (a) of

this Section 2 in the specific case after a determination has been made that indemnification of the director, officer, employee, or agent is permissible in the circumstances because he or she has met the standard of conduct set forth in paragraph (a) of this section. Such determination shall be made by the board of directors by a majority vote of a quorum, which quorum shall consist of directors not parties to the proceeding. If a quorum cannot be not obtained, such determination shall be made by a majority vote of a committee of the board designated by the board, which committee shall consist of two or more directors not parties to the proceeding except that directors who are parties to the proceeding may participate in the designation of directors for the committee. If the quorum cannot be obtained or the committee cannot be established as hereinabove provided or even if a quorum is obtained or a committee designated, if such quorum or committee so directs, the determination shall be made by independent legal counsel selected by a vote of the board of directors or the committee in the manner hereinabove specified or, if a quorum of the full board cannot be obtained and a committee cannot be established, by independent legal counsel selected by a majority vote of the full board; or by the members.

d. Authorize the indemnification of and evaluate the reasonableness of expenses (including attorney's fees) in the same manner as the determination that indemnification is permissible; except that if the determination that indemnification is permissible is made by independent legal counsel, authorization of indemnification and evaluation of reasonableness of expenses shall be made by the body that selected said counsel.

e. Authorize payment of expenses (including attorney's fees) incurred by a director, officer, agent or employee in defending a civil or criminal action or proceeding in advance of the final disposition of the same if the director, officer, employee or agent furnishes the corporation a written affirmation of his or her good faith belief that he or she has met the standard of conduct described in paragraph (a) of this section, furnishes the corporation a written undertaking, executed personally or on his behalf, to repay the advance if it is determined that he did not meet such standard of conduct, and a determination is made that the facts then known to those making the determination would not preclude indemnification hereunder. Provided, the corporation may indemnify and advance expenses pursuant to this paragraph to a greater extent if consistent with law and if provided for by resolution of the corporation's members or directors or in a contract.

f. Purchase and maintain insurance on behalf of an individual who is or was a director, officer, employee, fiduciary

or agent of this corporation and who is or was serving at the request of the corporation as a director, officer, partner, trustee, employee, fiduciary, or agent of any other foreign or domestic corporation, or of any partnership, joint venture, trust, other enterprise or employee benefit plan against any liability asserted against or incurred by him in any such capacity or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability under the provisions of this section.

2. Liability of directors

A director shall have no personal liability to the corporation or to its members for monetary damages for breach of fiduciary duty as a director; except that a director shall be liable to the corporation or to its members for monetary damages for (a) any breach of the director's duty of loyalty to the corporation or to its members, (b) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) acts specified in section CRS 7-5-114, or any similar successor statute, (d) any transaction from which the director derived an improper personal benefit.

ARTICLE VII

The Board of Directors shall adopt, and may amend from time to time, by-laws for the regulation and government of the corporation's business and affairs and the issuance and transfer of its membership or stock certificates.

CERTIFICATION

The undersigned hereby certify:

1. That the foregoing Restated Articles of Incorporation of Bellyache Ridge Homeowners Association correctly set forth and incorporate herein all provisions of the Restated Articles of Incorporation of Bellyache Ridge Homeowners Association, as amended on the 20th day of January, 1993;

2. That the foregoing restate and integrate, and do not further amend, except as was approved on the 20th day of January, 1993, the original Articles of Incorporation of Bellyache Ridge Homeowners Association, that there is no discrepancy between such original Articles of Incorporation with any previous amendments or supplements and the provision of the Restated Articles of Incorporation of Bellyache Ridge Homeowners Association. and that the Restated Articles of Incorporation of Bellyache Ridge Homeowners Association, supersede the original Articles of



DC-1-NP

STATE OF COLORADO

DEPARTMENT OF
STATE



NONPROFIT
CERTIFICATE OF
INCORPORATION

I, Byron A. Anderson,

Secretary of State of the State of Colorado, hereby certify that duplicate originals of Articles of Incorporation, duly signed and acknowledged pursuant to the provisions of the Colorado Nonprofit Corporation Act, have been received in this office and are found to conform to law.

Accordingly the undersigned, by virtue of the authority vested in me by law, hereby issues this Certificate of Incorporation of

-----BELLYACHE RIDGE HOMEOWNERS ASSOCIATION-----
(A COLORADO NONPROFIT CORPORATION)

and attaches hereto a duplicate original of the Articles of Incorporation.

Dated this--Thirty-First-- day of ----January----, A. D. 19 73.

Byron A. Anderson
SECRETARY OF STATE
Jeremiah D. Connolly
BY DEPUTY



ARTICLES OF INCORPORATION
OF
BELLYACHE RIDGE HOMEOWNERS ASSOCIATION

We the undersigned natural persons, each being more than twenty-one years of age, acting as incorporators, hereby establish a non-profit corporation under and by virtue of the Colorado Non-Profit Corporation Act and adopt the following Articles of Incorporation:

ARTICLE I

The name of the corporation is BELLYACHE RIDGE HOMEOWNERS ASSOCIATION.

ARTICLE II

The corporation shall have perpetual existence.

ARTICLE III

The nature of the corporation and the objects and purposes for which the same is organized are as follows:

1. To acquire ownership of, and title to, certain roads and roadways, certain greenbelt areas, certain water and water rights, springs and spring rights, ditch and ditch rights, well and well rights, together with all water, pumps and distribution facilities and equipment used in connection therewith, including, but not limited to, wells, springs, pipelines, ditches, laterals, headgates and other water distribution equipment, fixtures or rights necessary or pertinent thereto, and any other tangible personal property or real property necessary to properly carry out the purposes of supplying water for domestic and other beneficial uses to or for the benefit of its respective members on a cooperative basis.

2. To maintain and operate certain roads and roadways, greenbelt areas, parks, and other open areas, water sources, wells, pipelines, ditches, and water distribution facilities

and equipment necessary and proper for the distribution of water and to furnish and supply water to the members of the corporation for domestic or other beneficial purposes, as an appurtenance to real estate owned by each of the members, subject to such annual or special assessments or charges as may be required to defer the costs and expenses thereof.

3. To acquire any necessary water by appropriation, adjudication or otherwise and to obtain adjudication of priority rights, change points of diversion for any such water rights and to assess all members for necessary costs incurred therefor, and for the acquisition of any and all capital improvements or additions, equipment or facilities necessary for the continued distribution of water to the members.

4. To adopt, administer and enforce Protective Covenants, including architectural control, for the architecture and appearance of a housing development for the benefit of its respective members on a cooperative basis.

5. To have and exercise, generally, all powers, and to do and perform all the acts, which or may be necessary to carry out and effectuate the purposes for which the corporation is formed; such powers shall include, without limiting the general powers of the corporation, the power to perform the following specific acts:

- (a) Pay taxes and assessments on all property held by the association for the general use of the members;
- (b) Maintain vacant unimproved and unkept lots;
- (c) Disburse funds collected for maintenance, taxes or other proper charges levied against the property of the association;
- (d) Acquire or dispose of property in the interests of the association, either by purchase, sale or dedication to a public authority;
- (e) Borrow money for the proper conduct of the affairs of the association;
- (f) Establish, levy, and assess annual or special charges and assessments against the property in pursuance of the purposes of the corporation and establish appropriate collection procedures therefore;

(g) To maintain streets, greenbelt areas, parks and other open spaces until such maintenance is assumed by public authority or in lieu thereof;

(h) To perform and provide other proper functions in the nature of community services, including, but without limitation, fire protection, refuse collection, street sweeping, and snow removal, and the development, construction, and maintenance of a public or community sewage disposal system, provided that the construction of any such common sewage disposal system and such other community service functions shall be approved by the members pursuant to the by-laws of the corporation;

(i) To exercise all those general powers conferred upon non-profit corporations under the laws of the State of Colorado.

6. The corporation is organized exclusively for purposes of furnishing various community services to its members, holding title to mutually owned and used water systems, greenbelt areas, parks and other open spaces, roadways and easements and to enforce Protective Covenants on a cooperative basis, whereby at least 85% of its income shall be derived from assessments to members for the sole purpose of meeting expenses or losses and in full compliance with the requirements of 501(c)(4) and (12) of the Internal Revenue Code of 1954.

7. The Board of Directors of the corporation shall be vested with the exclusive authority under which conveyance or encumbrance of all or any part of the corporate property may be made, and the President or the Vice-President, with the attestation of the Secretary, shall be authorized to execute the appropriate instruments of conveyance or encumbrance, upon resolution of the Board of Directors made.

ARTICLE IV

1. No part of the income or net earnings of the corporation shall inure to the benefit or be distributable to any member, director or officer of the corporation or any other corporation or private individual; however, reasonable compensation may be paid for services actually rendered to or for the corporation and any officer, director, agent or employee, or any other

person or corporation, may be reimbursed for expenses advanced or incurred for the corporation's benefit upon authorization of the Board of Directors. No member, director or officer of the corporation, nor any other corporation or private individual, shall be entitled to share in any distribution of any of the corporate assets on dissolution of the corporation or otherwise, except as hereinafter expressly set forth. No substantial part of the activities of the corporation shall consist of carrying on lobbying activities, propoganda campaigns or other activities designed to influence legislation. The corporation shall not participate or intervene in any political campaign on behalf of any candidate for public office.

2. Upon dissolution of the corporation, all of its assets remaining after payment of liabilities shall be paid over and transferred to one or more exempt organizations as are qualified for exemption from Federal income taxes under Section 501(c)(4) and (12) of the Internal Revenue Code, except that all roads, water rights and other property appurtenant to, used in connection with, or necessary for the convenient use and occupation of the real property of the members, whether such property was originally received by the corporation in exchange for shares of stock issued to members or thereafter acquired and funded by member assessments, shall be returned, transferred or conveyed to such members in accordance with the provisions of Article V of these Articles of Incorporation. The proceedings of dissolution shall be conducted in accordance with Article 24 Chapter 31, C.R.S. as amended.

3. Notwithstanding any other provision hereof, this corporation shall not conduct or carry on any activities not permitted nor receive any income which is prohibited under the provisions of Section 501(c)(4) and (12) of the Internal Revenue Code of 1954 as amended.

ARTICLE V

1. Members of the corporation shall be the owner, or owners, of lots, multiple-family dwelling units, or condominium units hereinafter collectively referred to as "ownership units", located in Eagle County, Colorado, within the area known as "Bellyache Ridge Subdivision" which shall consist of successive subdivision filings entitled "Bellyache Ridge Subdivision Filing No. 1", "Bellyache Ridge Subdivision Filing No. 2", etc., etc., as shall be shown on the recorded plats of said subdivisions in the office of the Clerk and Recorder of Eagle County, Colorado.

2. The corporation shall issue shares of stock to members in accordance with the by-laws hereinafter promulgated pursuant to law. Each established owner of an "ownership unit", by whatever means, in Bellyache Ridge Subdivision, shall be entitled to receive one share of corporate stock, represented by a membership or stock certificate in the Bellyache Ridge Homeowners Association for each such "ownership unit", entitling each established owner to a proportionate share of the use of the roads and water and water systems, greenbelt areas and other property owned and controlled by such non-profit corporation as may be necessary for domestic and other beneficial uses appurtenant to the ownership thereof. In the event of dissolution of the corporation, each such proportionate share in such property shall be vested in such established owner and distributed accordingly.

Lots approved for multiple family dwellings or condominiums shall represent one "ownership unit" and constitute an entitlement to one share of corporate stock, as hereinbefore provided, until such time as dwelling units are constructed thereon. Upon the completion of the construction of such dwelling units, any such lot shall cease to represent an "ownership unit" and said share of corporate stock shall be cancelled by the corporation; but thereupon, each such dwelling unit shall, in and of itself,

represent one "ownership unit" and constitute an entitlement to receive one share of corporate stock, which stock shall be issued to the established owner or owners of such "ownership units", simultaneously with the cancellation of the original share issued for the unimproved lot.

3. Each member shall be entitled to one vote, either in person or by proxy for each share of stock registered in his name on the books of the corporation. In the election of directors, each such voting member shall have the right to vote such number of shares for as many persons as there are directors to be elected. Cumulative voting shall not be allowed for any purpose.

4. At all meetings of the shareholders a majority of shares entitled to vote at such meeting, represented in person or by proxy, shall constitute a quorum.

5. Each stock certificate issued to a member shall constitute and be construed as a proportionate right, title and interest in and to all water rights and other assets owned by the corporation for purposes of assessments required to carry out the purpose of the corporation and in connection with liens pursuant to such assessments and the enforcement thereof.

6. All assessments made by the Board of Directors under authority of these Articles of Incorporation shall be and become a lien against the respective shares of stock represented by the certificates issued to members and against the respective subdivision lots to which the same are appurtenant upon the recording of a memorandum of any such assessment in the office of the Eagle County Clerk and Recorder, and such lien shall continue and remain in effect until such assessments have been paid. The manner of enforcing any such lien shall be set forth in the by-laws of the corporation.

ARTICLE VI

The address of the initial registered office of the corporation is Wolcott, Eagle County, Colorado 81655. The name and address of its initial registered agent is George E. Burens, Wolcott, Eagle County, Colorado 81655. The business and affairs of such corporation shall be conducted and carried on within the State of Colorado. The principal office of the corporation shall be located at Wolcott, Colorado 81655.

ARTICLE VII

The number of directors constituting the initial Board of Directors of the corporation shall be three and the names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors shall have been duly elected and qualified are as follows, to-wit:

<u>Name</u>	<u>Address</u>
George E. Burens	Wolcott, Colorado 81655
Karen Evans	Vail, Colorado 81657
John Trainor Evans	Wolcott, Colorado 81655

ARTICLE VIII

The name and address of each incorporator is:

<u>Name</u>	<u>Address</u>
George E. Burens	Wolcott, Colorado 81655
Karen Evans	Vail, Colorado 81657
John Trainor Evans	Wolcott, Colorado 81655

ARTICLE IX

The corporation shall be entitled to treat the "registered holder" of any shares of the corporation as the owner thereof for all purposes, including all rights deriving from such shares, and shall not be bound to recognize any equitable or other claim, to, or interest in such shares or rights deriving from such shares, on the part of any other person, unless and until such person has become the "registered holder" of such shares,

in the manner prescribed in the corporate by-laws.

ARTICLE X

The Board of Directors shall adopt, and may amend from time to time, by-laws for the regulation and government of the corporation's business and affairs and the issuance and transfer of its membership or stock certificates.

IN WITNESS WHEREOF, the undersigned have subscribed their names to the Articles of Incorporation of Bellyache Ridge Homeowners Association, a corporation not for profit on this 22 day of January, A.D. 1973.

George E. Burens
George E. Burens (SEAL)

Karen Evans
Karen Evans (SEAL)

John Trainor Evans
John Trainor Evans (SEAL)

STATE OF COLORADO)
) ss.
COUNTY OF EAGLE)

I, Kathleen A. Gude, a notary public, hereby certify that George E. Burens, Karen Evans and John Trainor Evans, known to me to be the persons whose names are subscribed to the foregoing Articles of Incorporation, appeared before me this 22 day of January, A.D. 1973, in person and being by me first duly sworn, acknowledged and declared that each signed such Articles of Incorporation as his or her free and voluntary act and deed, for the uses and purposes therein set forth, and that the statements therein contained are true.

Witness my hand and official seal.

My commission expires: 1-15-77

Kathleen A. Gude
Notary Public

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Sara J. Fisher Eagle County Clerk & Recorder

REC DOC
420.00

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AMENDED AND
CONSOLIDATED RESTATEMENT AND DECLARATION
OF
PROTECTIVE COVENANTS
FOR
BELLYACHE RIDGE SUBDIVISION
FILING NO. 1 AND FILING NO. 2
EAGLE COUNTY, COLORADO

KNOW ALL MEN BY THESE PRESENTS, that the undersigned
comprise a majority of the owners, who also own a majority of the
Lots comprising the Bellyache Ridge Subdivision, Filing No. 1,
and the owners of more than sixty-six and two thirds percent (66-
2/3%) of the lots comprising the Bellyache Ridge Subdivision
Filing No. 2, located in Eagle County, Colorado, and being
desirous of protecting property values, and protecting the
health, convenience, welfare and use of the owners of lots in
said subdivision, do hereby declare and adopt the following
amended and consolidated restatement and declaration of
protective covenants, use and building restrictions, each and all
of which shall be applicable to and run with the lots of
Bellyache Ridge Subdivision, Filing No. 1 and Filing No. 2, as an
Amended and Consolidated Restatement and Declaration of
Protective Covenants, prospectively superseding those protective
covenants recorded in the real property records of the Eagle

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County Clerk and Recorder in Book 226 at Page 958 and in Book 251 at Page 496. Said restrictions being as follows:

ARTICLE I
DEFINITIONS

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The following words, when used herein, shall have the following meanings:

1. "Association" shall mean and refer to the Bellyache Ridge Homeowners Association, a Colorado nonprofit corporation.

2. "Board" shall mean and refer to the Board of Directors of the Association.

3. "Property" shall mean and refer to all property and improvements thereon, which are subject to this declaration.

4. "Lot" shall mean and refer to each separate parcel of land within the Property as more specifically set forth in the recorded plats of the Property as Lots 1 through 69, Bellyache Ridge Subdivision, Filings 1 and 2, any resubdivision thereof, or any condominium unit (as that term is defined in the Colorado Condominium Ownership Act) erected on such parcel or resubdivision thereof.

5. "Real Property Interest" shall mean and refer to a Lot, together with all improvements thereon and appurtenant rights thereto.

6. "Owner" shall mean and refer to the record owner,

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whether one or more persons or entities, of the fee simple title to any one Lot, provided that the Association shall not be considered an Owner.

7. "Member" shall mean and refer to every person or entity who is an Owner and holds membership in the association.

8. "Single Unit Residential Lot" shall mean and refer to a Lot which can be used only for residential purposes and upon which not more than one building, containing no more than one Dwelling Unit, together with private garage outbuilding, barn and utility building may be constructed, provided such accessory building with the exception of the private garage, shall not exceed in aggregate area twenty-five percent (25%) of the number of square feet in the principal dwelling.

9. "Double Unit Residential Lot" shall mean and refer to a Lot which can be used only for residential purposes and upon which no more than one building, containing not more than two Dwelling Units, together with private garage outbuilding, barn and utility buildings may be constructed, provided such accessory buildings with the exception of the private garage, shall not exceed in aggregate area twenty-five percent (25%) of the number of square feet in the principal dwelling.

10. "Double Four Unit Residential Lot" shall mean and refer to a Lot which can be used solely for residential purposes and upon which not more than two buildings, containing not more than four Dwelling Units per building, together with not more

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than one garage outbuilding per fourplex, may be constructed.

11. "Dwelling Units" shall mean and refer to a single family residential living unit.

12. "Common Area" shall mean and refer to any property designated as "Greenbelt Area" on the recorded plat of the Property, and all easements and other real property now or hereafter acquired or created for the benefit of all Owners, and also, to the extent management or responsibility for such property comes under the control of the Association, that real property owned by Bellyache Ridge Metropolitan District.

13. "Structure" shall mean anything man-made above-ground, including but not limited to buildings, storage sheds, fuel tanks, radio and television antennas, satellite dishes and fences.

14. "Adjacent Lot" shall mean any lot which shares a common boundary line or common boundary corner with subject lot. In the case of an intervening road right-of-way the lot corners shall be projected to the road right-of-way centerline, perpendicular to the centerline, for purposes of determining adjacency.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

The Property. The real property which is held,

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transferred, sold, conveyed and occupied subject to this Declaration is located in Eagle County, Colorado, and is more particularly described as follows:

Bellyache Ridge Subdivision,
Filings No. 1 and No. 2

ARTICLE III

USES

1. All Lots in the Property shall fall within the following land use definitions:

<u>Definition</u>	<u>Lot Description</u>
Single Unit Residential Lot	Lots 1 through 18, Lots 24, 25, 26, 28, 30, 31, 33, 36, 37, 38, 40, 41, 43, 44, 46, 47N, 47S, 48N, 48S, 49, 50, 52, 53. 54, 55, 56 Lot 1, 56 Lot 2, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67. 68 and 69
Double Unit Residential Lot	Lots 19, 20, 21, 22, 23, 27 29, 32, 34, 35, 39, 42, and 45
Double Four Unit Residential Lot	Lot 51

2. Changes in Land Use Categories. The use classification applicable to any Lot may be changed by a majority

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vote of the Board and additionally a 75% approval vote of Owners of Adjacent Lots, provided that

(a) such change is requested or approved by the Owner of the Lot;

(b) Notice of such proposed change is given to the Owners of all Adjacent Lots prior to a hearing by the Board to consider the change, and

(c) a hearing is held by the Board at which all interested persons may appear and address the Board on the proposed change;

and further provided the change is consistent with the County zoning then in effect. The use classification applicable to any Lot may also be changed from any other use permitted for Lot to a Single Family Residential Lot by the consent of an Owner and the Board of the Association. A memorandum of any change in the land use classification applicable to any Lot shall be signed by the President or Secretary of the Association and shall be effective upon recordation with the Clerk and Recorder of Eagle County.

ARTICLE IV

ARCHITECTURAL CONTROL

1. Architectural Control Committee. An Architectural Control Committee is hereby established consisting of not less than three nor more than five members, who shall own real

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property or be officers of a corporation which owns real property in Bellyache Ridge Subdivision Filings No. 1 or No. 2, who shall be appointed by and serve at the pleasure of the Board of Directors of the Association. At least two members of the Architectural Control Committee shall also be Directors of the Association Board. A quorum comprising a majority of the committee may conduct the business of the Committee. Members of the Committee may be removed by the Board of Directors with or without cause.

2. Improvements.

(a) No Building or other structure or improvements shall be constructed, erected or maintained on any Lot, nor shall any addition thereon or change or alteration therein be made until the complete plans and specifications for such improvements have been submitted to the Committee and approved by it in writing. Such plans and specifications shall include, but not necessarily be limited to, (unless deemed unnecessary by the Committee) geologic and soils site investigation and foundation reports; site plan showing all existing and proposed topography; all easements; existing utilities; all required setbacks; outline of existing vegetation, rock outcroppings, and other site features; all proposed vegetation clearing; provisions for offstreet parking and locations of driveway access; floor plans; building elevations illustrating exterior materials and color information. The decision of the Committee approving or

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disapproving the plans shall be final. The Committee shall make reasonable efforts to notify Owners of Adjacent Lots and invite their review and comments.

(b) The Committee may adopt and amend Design Guidelines for the purpose of achieving the goals of these Covenants.

(c) In passing upon any plan, the Architectural Control Committee shall consider the following criteria, which may be supplemented or amended by the Committee:

(i) The suitability of the improvements (including the materials of which it is to be constructed) to the Lot on which it is to be located and compatibility to existing buildings already on the lot;

(ii) The nature of adjacent neighboring buildings and improvements;

(iii) The nature, quality, type and color ranges of the distinguishing features of the materials to be utilized in the proposed improvements;

(iv) The effect of the proposed improvements on the view of any adjacent neighboring property;

(v) The maintenance of the development theme and whether the improvement will be so similar or dissimilar to others in the vicinity that values, monetary or aesthetic, will be impaired;

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(vi) The siting of the improvements on the lot;
and

(vii) The lot topography, the lot vegetation and the view of the proposed improvements from adjacent properties, from the roadway, and from any other appropriate view points.

(d) The Architectural Control Committee shall have the power (i) to require an advance and/or payment of such costs as may be reasonably incurred by the Committee in engaging professional personnel to review and comment upon any proposal, and (ii) to require a deposit of up to \$1,000 per unit as a cleanup, site restoration and revegetation guarantee. The deposit is refundable upon completion of the cleanup, site restoration and revegetation to the satisfaction of the Committee. In the event a project is not cleaned up, a site is not restored and or a site is not revegetated to the reasonable satisfaction of the Committee, such deposit may be retained and applied against the cost of such clean-up, site restoration and revegetation, and the Association and the Committee, and their representatives, are hereby granted the right to enter upon any Lot for the purpose of accomplishing such clean-up, site restoration and revegetation and related activities.

3. Committee's Failure to Act. If the Committee fails to approve or disapprove such plans or specifications as are submitted to the Committee in writing within thirty (30) days

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after the submission of all information requested by the Committee relating to such plans and specifications, the Committee shall be deemed to have approved such plans and specifications. In the event the Committee determines that the submittal is incomplete, said thirty-day period shall not begin until the Committee determines that the submittal is complete.

4. Termination of Approval. Architectural Control Committee approval is good for one year from date of approval. In the event a building permit is not obtained or construction is not commenced within one year from date of approval by the Committee, the approval shall automatically terminate. In the event that, upon the beginning of construction, the construction is not diligently pursued to completion, then the approval of the Committee shall terminate upon such date as may be established by the Committee.

5. Variances. The Architectural Control Committee shall have the power to grant variances from the provisions of the limitations contained in Article V herein (except any variance which would permit the violation of any governmental regulations) upon the determination by the Committee that (a) the application of such limitations to the conditions of the Lot in question would result in undue hardship, (b) the granting of such variances would have no impact upon any Adjacent Lot, and (c) the Owners of all Adjacent Lots have approved the requested variance and evidence of such approvals is presented to the Committee with

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such request for variance. The decision of the Committee regarding any request for variance shall be final.

ARTICLE V

ARCHITECTURAL-AESTHETIC CONTROL

1. Height. No building or other structure in the subdivision shall exceed thirty-five (35) feet in height except as provided herein. Appurtenances to buildings, including antennas or lightning rods, may not extend more than 5 feet above the highest point of the building. Free standing radio or TV antennas shall not exceed the 35 foot height limitation.

2. Set-Backs. No structures of any sort except driveways, driveway support walls, and driveway entrance gates shall be constructed closer than twenty-five (25) feet from any side or rear Lot line or closer than fifty (50) feet from any front Lot line. These permitted structures are subject to Architectural Control Committee review.

3. Fences. No fences shall be constructed or maintained on any Lot unless and until the construction plans and specifications shall have been approved by the Architectural Control Committee.

4. Prohibited Residences. No structure of a temporary character (including but not limited to any trailer,

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basement, tent, shack, garage, barn or any other outbuilding of any description) shall be used on any Lot as a residence.

5. Minimum Size of Dwelling Unit. No Dwelling Unit erected on a Lot shall contain less than one thousand five hundred (1,500) square feet of interior living space, not including open porches, garages, or carports, except as may be authorized through variance process established by this Declaration.

6. Maximum Size of Dwelling Unit. No Dwelling Unit erected on a new lot shall contain more than seven thousand five hundred (7,500) square feet of interior living space, not including open porches, garages, or car ports, except as may be authorized through variance process established by this Declaration.

7. Sewage Disposal. Each Dwelling Unit shall contain at least one fully equipped bathroom. All sewage shall be disposed of by means of an individual mechanical sewage treatment facility or septic tank and leach field which has been approved by the Colorado State Health Department and local health agencies having jurisdiction thereof. No mechanical sewage treatment facility shall be utilized which may pollute or threaten to pollute ground or surface waters. No Lot shall be used in any manner or for any purpose that would tend to pollute nearby streams or other sources of water. This paragraph is not intended, and shall not be construed, to prevent the development

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and utilization of a public or community sewage disposal system.

8. Animals. The keeping of livestock, poultry and other animals, except for family pets shall be prohibited. Family pets must be confined to the Owner's property and kept to a number which does not constitute a nuisance or a health hazard.

9. Horses. Horses shall not be kept in the Subdivision but may be ridden within the Subdivision.

10. Nuisance. No noxious or offensive conduct or activities shall be carried on upon any Lot which may constitute a health hazard, nuisance or annoyance to residents of other Lots, nor shall any Owner suffer or permit any Dwelling Unit or other Structure erected thereon to be used or employed for any purpose that will constitute a nuisance at law or detract from the residential value of other Lots. No materials, tools, equipment, or other readily housed objects shall be stored out of doors, including, but not limited to, unlicensed automobiles and home maintenance equipment such as lawn mowers, ladders, etc.

11. Trash Disposal. The outside burning of any trash, rubbish or other materials is prohibited. Standard outside barbecues and fireplaces shall be allowed for the preparation of food. Lots shall be kept clear and free of rubbish and trash and all structures thereon shall be kept in good repair.

12. Utilities. All gas lines, fuel and propane storage tanks, light and power lines, cable television and telephone lines which service individual Lots shall be buried

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underground.

13. Completion of Construction. The Owner of any Lot shall complete exterior finish construction and preliminary site cleanup of any structures erected thereon within one (1) year from commencement of construction of such structure.

Commencement of construction shall be considered to be the start of excavation.

14. New Construction. No building shall be placed upon the Property by any means other than new construction; it being the purpose of this covenant to insure that buildings will not be moved from previous locations and placed upon the Property.

15. Prohibited Structures. No structure shall be placed upon any Lot which is or ever has been the subject of a specific ownership tax as now defined in Article 42 of the Colorado Revised Statutes.

16. Signs. No billboards, signs, or other advertising devices of any nature shall be erected, placed, maintained or permitted upon any Lot or any other part of Property, provided that this restriction shall not be construed to prevent appropriate name and address signs and signs that advertise such Lot or part of the Property for sale or rent insofar as is necessary to promote the sale and development of such Lot or part of the Property. Real estate signs shall not exceed six (6) square feet of advertising space on each side of a

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two-sided sign.

17. Hunting. No hunting, shooting, trapping or otherwise killing or harming of wildlife shall be permitted on the Property nor shall firearms be discharged upon the Property.

18. Water Drainage. Each Lot Owner must accept historic drainage from uphill lots. Location and amount of drainage leaving the lot must not change. Drainage patterns within a lot may be modified to accommodate building construction.

19. Foliage and Vegetation. The natural foliage and vegetation on each Lot and adjoining roadside shall be preserved in as near a natural state as possible. To this end, the same shall not be removed further than thirty (30) feet from the foundation lines of houses and garages except to the extent necessary to install driveways, pathways and sewage disposal facilities, but then only with the approval of the Architectural Control Committee. Dead trees and brush shall be removed to minimize fire hazard.

20. Parking. Each Lot shall have facilities sufficient to accommodate two automobiles for each Dwelling Unit erected thereon. Additional facilities shall be provided for recreational vehicles, boats, utility trailers, snowmobiles, etc. if these are present. None of these parking facilities shall be within the set-backs.

21. Recreational Vehicles. The operation of all-

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terrain vehicles and other recreational vehicles is prohibited on the Lots and the Common Area, other than upon the Lot of the owner of the recreational vehicle for purposes of ingress and egress.

22. Exterior Maintenance. Each Owner shall maintain and provide exterior maintenance upon all Structures upon each Lot, including repairing, replacing and caring for roofs, exterior building surfaces and finishes, and shall also maintain in good condition all trees, shrubs, grass, walks, and other exterior improvements.

23. Pre-existing Uses and Structures. Any uses and structures which conformed with the Covenants of Bellyache Ridge Subdivision, Filing No. 1, or the Covenants of Bellyache Ridge Subdivision, Filing No. 2, which were in effect prior to the effective date of the this Amended and Consolidated Restatement and Declaration of Protective Covenants for Bellyache Ridge Subdivision Filing No. 1 and Filing No. 2, and any uses which were non-conforming under such previous covenants but were granted the written approval of the Association or the Architectural Control Committee prior to the effective date of this Declaration, and which are not in conformity with this Declaration, shall be permitted to continue to the extent of and nonconformity with prior authority, provided, however, that such uses and structures shall be terminated or brought into conformity with this Amended and Consolidated Restatement and

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Declaration of Protective Covenants upon any of the following events: (a) termination of use for a period of one year; (b) any change, modification or replacement of a use or a structure, whether or not that change, modification or replacement requires approval of the Design Review Board, the Board of Directors, or the Association under these Covenants.

ARTICLE VI

EASEMENTS

1. Easements, Drainage, Ingress and Egress. Easements and rights-of-way are hereby reserved as shown or described on the recorded plat of the Bellyache Ridge Subdivision, Filing No. 1 and Filing No. 2. There are, in addition, (i) easements reserved in the right-of-way of each road for water and all other utilities; (ii) utility easements along, across, upon and through a strip of land 7.5 feet in width, along the side Property line of each Lot and a strip of land 15 feet in width along the back Property line of each Lot; and (iii) an easement for egress and ingress upon the surface of the land, 24 Feet in width, the center line of which is located on the westerly property line of Lots 65 and 66, and the easterly property line of Lots 62, 63, and 64.

2. Maintenance and Repair of Easement Areas. Each Owner shall be responsible for the maintenance and repair of the

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Easement areas within the Lot of such Owner, provided, however, that any Owner who, by his negligence or willful act, causes damages to the utility line or lines of another, whether within or without any Easement area, shall bear the cost of restoration thereof, and any other damages allowed by law. The right of any Owner to contribution or damages from any other Owner shall be appurtenant to the land and shall pass to such Owner's successor in title.

ARTICLE VII

HOMEOWNERS' ASSOCIATION

CONFIDENTIAL

1. Purpose. There has been organized under the laws of the State of Colorado a nonprofit corporation, the name of which is Bellyache Ridge Homeowners Association, in order to provide and perform other functions in the nature of community services for the benefit of the Property.

2. Membership. Every Owner shall be a member of the Association, entitling such Owner to the rights and subject to the provisions of the Articles of Incorporation and the By-Laws of the Association.

ARTICLE VIII

ADMINISTRATION AND MANAGEMENT OF THE ASSOCIATION

1. Administration and Management. The administration

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and management of any Common Areas shall be governed by Bellyache Ridge Homeowners Association, a Colorado non-profit corporation.

2. Certificate of Identity. There may be recorded by the president of the Association, from time to time, at the office of the Clerk and Recorder of Eagle County, Colorado, a Certificate of Identity which identifies, by name and address, the persons then comprising the management body of the Association, and the mailing address of the Association.

3. Rules and Regulations. The Board of Directors of the Association shall have the right to establish and enforce reasonable rules and regulations to be observed by all Owners, guests, invitees, tenants and other persons during their presence on or use of the Property.

4. Registration by Owner of Mailing Address. Each Owner shall register his mailing address with the Association, and except for statements and other routine notices, all other notices or demands intended to be served upon an Owner shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. All notices, demands, or other notices intended to be served upon the Board, the Committee, or the Association shall be sent by certified mail, postage prepaid, to P.O. Box 40, Wolcott, CO 81655, until such address is changed by a notice of change of address recorded in the records of Eagle County.

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ARTICLE IXMAINTENANCE ASSESSMENTS

1. Assessments. Each Owner by acceptance of his deed, for each Lot owned by that Owner within the Property, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments or charges. The annual assessment, together with such interest thereon, and costs of collection thereof, as hereinafter provided, shall be a charge on the Lot and the improvements thereon and shall be a continuing lien upon the property against which such assessments is made. Each such assessment, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment fell due.

2. Purposes of Assessments. The assessments levied by the Association may be used for any of the following purposes:

(a) Common Area. The assessments may be used for maintaining and repairing any Common Areas within the Property and for providing such services to the residents of the Lots as the Board of Directors of the Association may, from time to time, find advisable.

(b) Exterior Maintenance. The assessments may be used for maintenance required of Lot Owners by this Declaration

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but not provided. In the event a Lot is not so maintained, the Association shall have the right to enter upon such Lot and to furnish the labor and materials necessary to perform such maintenance, and the cost of this labor and materials shall be added to, and become a part of, the assessment of any Lot or Lots which, in the discretion of the Association, would benefit from such maintenance. Interest will accrue on unpaid balances at such rate as may be established by the Board of Directors.

(c) Administration and Enforcement. The assessments may be used in such manner as may be deemed appropriate by the Board for the administration and enforcement of these Covenants.

(d) Reserves. The assessments may be used in order to establish appropriate reserves to provide for the later payment of anticipated expenses authorized to be incurred by the Association.

3. Basis and Payment of Assessment.

(a) The annual assessment with respect to each Lot shall be established by the Board of Directors prior to the beginning of each year or fiscal year, and the assessment shall be payable in advance in such periodic installments as are specified by the Board of Directors.

(b) The Board of Directors shall determine, from time to time, whether a deficit or surplus will result based upon its current estimate of expenditures, and shall make appropriate

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revision of the assessment amount. A deficit shall be borne by all Owners and shall be reflected in the next periodic installment to be paid by all Owners.

(c) Written notices of periodic installments shall be sent to all Owners and such installments shall be due and payable within twenty (20) days from the date of such notice. The Board of Directors is empowered to assess a late charge of not more than ten percent (10%) of the amount of each delinquent installment, plus interest at such rate as may be determined from time to time by the Board.

4. Uniform Rate of Assessments. All assessments shall be fixed at uniform rate for all Lots, provided, however, the Board may assess Lots an additional amount based upon any increase of use by Owners. Each undeveloped Lot shall be assessed on the basis of a Single Family Residential Lot. Each improved Lot shall be assessed upon the basis of the number of Dwelling Units actually constructed on it.

5. Lien on Property Interest. The annual assessment (or revised or additional assessments, including any deficit) and other separate charges provided in this Declaration, including but not limited to expenses necessarily or reasonably incurred (a) in dealing with violations of this Declaration, the Articles of Incorporation, or the Bylaws of the Association, and (b) in responding to applications for action by the Association or the Architectural Control Committee (for brevity, hereinafter

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referred to as "assessments") shall be a charge on the entire Real Property Interest of each Owner and shall be a continuing lien upon such Real Property Interest against which each assessment is made, and such continuing liens shall be superior to all other liens and encumbrances, except for (i) tax and special assessment liens on the Real Property Interest in favor of Eagle County, Colorado, or any assessing unit, and (ii) except as provided in paragraph 8 below.

Upon the failure of an Owner to pay one or more periodic installments of the annual assessment, the Board of Directors of the Association shall prepare a written Notice of Lien setting forth the amount of such unpaid indebtedness, the name of the Owner and a description of his Real Property Interest. Such notice shall be signed by one (1) member of the Board of Directors, or an officer of the Association, or a representative of the Board of Directors, or an officer of the Association, or a representative of the Board of Directors of the Association, and shall be recorded in the Office of the Clerk and Recorder of Eagle County, Colorado. Notice shall be given to the Owner of each Lot of such lien by regular and certified mail, provided that the failure to provide such notice shall not affect the validity of the lien or create any liability on the part of the Association, the Board or any member thereof, or any representative of the Association. Such debt and lien for the common expenses shall attach from the date of the failure of

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payment of the assessment. Such debt and lien may thereafter be enforced by the foreclosure of the defaulting Owner's Real Property Interest by the Association in like manner as a mortgage on real property or by any other method of collection deemed appropriate by the Board of Directors. In any such Notice of Lien or other collection proceeding, the Owner shall be required to pay the Association's costs, expenses, and attorney's fees incurred for filing the lien and/or other collection efforts, and in the event that a foreclosure proceeding is subsequently brought, the Association's additional costs, expenses, and the amount incurred for reasonable attorneys' fees shall be paid by the Owner. The Owner of the Real Property Interest being foreclosed shall be required to pay to the Association the subsequently accrued and accruing periodic installments of the annual assessments during the period of foreclosure, and the Association shall be entitled to a receiver to collect the same. The Association shall have the power to bid upon the Real Property Interest at foreclosure or other legal sale, and to acquire and hold, lease, mortgage, convey, or otherwise deal with the same.

Any encumbrancer holding a lien on a Real Property Interest may pay, but shall not be required to pay, any unpaid assessments payable with respect thereto, and upon such payment such encumbrancer shall have a lien on such Real Property Interest for the amounts paid of the same rank as the lien of his

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encumbrances.

Upon request of a mortgagee of a Real Property Interest, the Association shall report to the mortgagee any unpaid assessment remaining unpaid for longer than twenty-five (25) days after the same is due, and shall not be liable for any such disclosure or error therein.

6. Owners' Personal Obligation for Payment of Assessments. The amount of the assessment shall be the personal and individual debt of the Owner thereof. No Owner may exempt himself from the liability for the assessment by waiver of the use or enjoyment of the common area or by abandonment of his Real Property Interest. In the event of default in the payment of an assessment installment, the Owner shall be obligated to pay the Association interest at a rate established by the Board of Directors imposed upon the amount of the installment from the date thereof, together with all costs and expenses, including attorneys' fees incurred, together with such late charges as is provided by the By-Laws of the Association. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing same.

7. Assessment Certificate. The Association shall, upon request of any Owner, mortgagee or contract purchaser, issue its certificate executed by an officer or agent of the Association certifying whether or not assessment installments with respect to any Lot or Real Property Interest have been paid

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or if they are in arrears, or, if in arrears, the total amount owing as of the date of the certificate. The Association shall be entitled to collect a reasonable fee for the issuance of any such certificate. Such certificate shall be conclusive evidence thereof in favor of any third person relying therein in good faith, and the Association shall not be held liable for such disclosure or error therein.

8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust in existence at the time a default occurs. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot as a result of judicial foreclosure of a first mortgage, or a foreclosure of a first deed of trust through the Public Trustee, shall extinguish the lien of such assessments (unless the Association's lien rights are enforced in association with such foreclosure by redemption or otherwise) as to payments thereof which become due prior to such sale or transfer, but shall not relieve any former Owner of personal liability therefor. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

9. Exempt Property. All properties dedicated to and accepted by a public authority shall be exempt from the assessments created herein.

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ARTICLE XGENERAL CONDITIONS, STIPULATION AND PROTECTIVE COVENANTS

1. Duration, Revocation and Amendment. Each and every provision of this Declaration shall run with and bind the land for a term of ten (10) years from the date of recording of this Declaration, after which time this Declaration shall be automatically extended for successive periods of ten (10) years each. This Declaration may be abandoned, amended, or revoked at any time by an instrument approved in writing by all Owners of not less than fifty-one percent (51%) of the Lots. Such abandonment, amendment or revocation shall be effective when a certificate signed by the President or the Secretary of the Association is duly recorded; provided, however, that any abandonment, amendment or revocation must comply with the statutes of Colorado and the resolutions and ordinances of the County of Eagle, Colorado.

2. Notices. Any notice required to be sent to any Owner under the provisions of this declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing.

3. Governmental Regulations. To the extent any subject or matter contained in this Declaration is also the subject of any applicable governmental regulation or restriction

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of whatever nature, the more restrictive provision or provision requiring a higher standard of conduct shall apply. Such other governmental regulations are hereby incorporated into this Declaration and may be enforced in any manner available for enforcement of this Declaration.

4. Enforcement. Enforcement of these covenants, restrictions, and other provisions shall be by the Association or by an Owner by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation and/or to recover damages, and against the land to enforce any lien created by these covenants. The omission or failure of the Association, Architectural Control Committee, or any Owner to enforce any covenant or restriction set forth in this Declaration shall in no event be deemed a waiver of the right to do so thereafter. In the event of enforcement by the Association, the Association shall be entitled to recover all expenses and costs associated with such enforcement, whether or not litigation was instituted, including but not limited to court costs and expenses, attorneys' fees and fees for other professionals, and, until paid, shall constitute a lien upon the Lot regarding which the enforcement action was required.

5. Construction. If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase or word, or the application thereof in any circumstance be invalidated,

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such invalidity shall not affect the validity of the remainder of this Declaration, that the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

6. Miscellaneous. That whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the singular, and the use of any gender shall include all genders.

BYLAWS
OF
BELLYACHE RIDGE HOMEOWNERS ASSOCIATION, INC.

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BYLAWS
OF
BELLYACHE RIDGE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is Bellyache Ridge Homeowners Association, Inc. hereinafter referred to as the "Association", a Colorado nonprofit corporation. The principal office and the registered office of the corporation shall be established at such locations as may be determined from time to time by the Board of Directors.

ARTICLE II

OBJECT AND DEFINITIONS

Section 2.01. Purposes. The specific purpose for which the Association is formed is to provide for the maintenance, preservation, and control of the Common Area, and the real property, including but not limited to the individual lots (the "Lots), and to promote the health, safety, and welfare of the owners of the Lots (the "Owners") and users related to that real property described as Bellyache Ridge Subdivision Filing No. 1 and Bellyache Ridge Subdivision Filing No. 2 (the "Subdivision").

Section 2.02. Assent. All present or future Owners, their family, present or future tenants, and their guests and invitees, and any other person using the facilities of the Subdivision in any manner are subject to the Protective Covenants of the Subdivision, the Articles of Incorporation of the Association, these Bylaws, and the Rules and Regulations of the Association (Bellyache Ridge Subdivision Documents). The mere acquisition or rental of any of the Lots in the Subdivision or the mere act of occupancy of one of the lots shall constitute ratification and acceptance of these Bylaws.

Section 2.03. Definitions. The defined terms used in these Bylaws shall have the same meaning as the same terms have in the Protective Covenants.

ARTICLE III

MEMBERSHIP

Section 3.01. Eligibility for Membership.

The corporation shall have one class of members, all of whom shall be entitled to vote as set forth in the Articles of Incorporation. Members shall be accepted in accordance with the provisions of the Articles of Incorporation and the procedures established by the Board of Directors. All owners of "ownership units" within BELLYACHE RIDGE SUBDIVISION, as defined in the Articles of Incorporation, shall be eligible for membership, and no person or other entity shall be eligible for membership if not an owner of such an "ownership unit."

Section 3.02. Proof of Membership. Any person or entity on becoming an Owner of a Lot may be required to furnish to the Manager or to the Secretary of the Association a photocopy or a certified copy of the recorded instrument vesting that person or entity with an ownership interest in order to establish that person's eligibility for membership, which instrument shall remain in the records of the Association.

ARTICLE IV

ASSOCIATION: MEETINGS, QUORUM, VOTING, PROXIES

Section 4.01. Annual Meetings. The annual meeting of the members, for the election of directors and for the transaction of such other business as may properly come before the meeting shall be held once each calendar year, at such time and date as may be established by the Board of Directors. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day. If the election of directors should not be held on the date above designated for the annual meeting, a special meeting of the members shall be called in the manner herein provided for special meetings for the purpose of electing such directors.

Section 4.02. Special Meeting. Special meetings of the Members may be called at any time by the secretary or the Board of Directors, or by members entitled to vote at least one-third of the ownership units, for any purpose. A notice of any such special meeting shall state the place, date and hour, and the purposes of the meeting, and must be delivered or mailed to the members at least ten and not more than fifty days prior to the

date of such special meeting.

Section 4.03. Place of Meetings. Annual and special meetings shall be held at Bellyache Ridge Subdivision, south of Wolcott, Colorado, or at an other place within the State of Colorado as may be fixed by the Board of Directors and stated in the notice of any such meeting.

Section 4.04. Notice of Meetings. Written notice stating the place, day, and hour of each meeting, and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall 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 the registered mailing addresses of 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 registered mailing address as it appears on the records of the Association, with postage thereon prepaid.

Section 4.05. Quorum. At any meeting of the members, members entitled to vote a majority of the ownership units members, present in person or represented by proxy or vote by mail, shall constitute a quorum. If members entitled to vote less than a majority of such ownership units are represented at a meeting, such meeting may be adjourned without further notice. When a quorum is present or represented at any meeting, members entitled to vote a majority of the ownership units represented at such meeting shall, except where a larger vote is required by law, or the Articles of Incorporation, decide any question brought before such meeting. 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.

Section 4.06. Proxies and Voting. Each member shall have the right to cast one vote for each ownership unit registered in such member's name, which may be cast either in person or by proxy. Ownership units held in the names of multiple owners (i.e., joint tenants, tenants in common, etc.) shall have only one vote per each ownership unit. Every proxy must be executed in writing by the member or by his duly authorized attorney, and shall be filed with the Secretary of the corporation. No proxy shall be valid after the expiration of six months from the date of proxy may be revoked by the person executing it, or by his personal representative or attorney. Cumulative voting shall not be allowed. Members may also vote by mail in accordance with Colorado law.

Section 4.07. Informal Action by Members. Any action which could be taken at a meeting of the members, may be taken without a meeting if a written consent, setting forth the action taken, shall be signed by all of the members entitled to vote thereon. Such written consent shall have the same force and effect as the unanimous vote of the members.

Section 4.08. Voting by Mail. The Board of Directors may decide that voting of the Members shall be by mail with respect to any properly noticed matter or to any particular election of Directors or with respect to any proposed amendment of any of the Bellyache Ridge Homeowners Association documents or adoption of a proposed plan of merger, consolidation, or dissolution. In the case of a vote by mail relating to any properly noticed matter or to any proposed amendment to any of the Bellyache Ridge Homeowners Association documents or adoption of a proposed plan of merger, consolidation, or dissolution, the Secretary shall give written notice to all Members, which notice shall include a proposed written resolution setting forth a description of the proposed action, and shall state that such persons are entitled to vote by mail for or against such proposal and stating a date not less than 20 days after the date such notice shall have been given on or before which all votes must be received and stating that they must be sent to the specified address of the principal office of the corporation. Votes received after that date shall not be effective. Any such proposal shall be adopted if approved by the affirmative vote of not less than two-thirds of the votes of the Members of the Association. Delivery of a vote in writing to the principal office of the corporation shall be equivalent to receipt of a vote by mail at such address for the purpose of this section.

Section 4.09. Designation of Voting Representative--Proxy. If title to a Lot is held by more than one individual, by a firm, corporation, partnership, association, or other legal entity, or any combination thereof, a proxy must be executed and filled with the Secretary appointing and authorizing one person or alternate persons (who may be a tenant of the Owner) to attend all annual and special meetings of the Association Members and to cast the vote of the that Lot at the meeting. Such proxy shall be effective and remain in force for six months from the date of its execution unless voluntarily revoked, amended, or sooner terminated by operation of law; provided, however, that within 30 days after such revocation, amendment, or termination, the Owner or Owners shall reappoint and authorize one person or alternate persons to attend all annual and special meetings as provided by this section.

Section 4.10. Waiver of Notice. Waiver of notice of

meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member, whether in person or by proxy, shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted at the meeting unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

Section 4.11. Majority of Owners. As used in these Bylaws, the term "majority" shall mean those votes, owners, ownership units, or other groups as the context may indicate totaling more than 50 percent of the total number.

Section 4.12. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transaction occurring there.

Section 4.13. Voting Rights. No Member of the Association shall have the right to vote at any meeting of the Association unless all dues and/or assessments have been paid at least 30 days prior to such meeting.

ARTICLE V

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 5.01. Number and Tenure. The business and affairs of the corporation shall be managed by a board consisting of three directors. Each of the directors shall be the owner of or one of the owners of an ownership unit. Directors shall be elected annually by the voting members at an annual meeting. Each director shall hold office until the election of his successor. The number of directors may be increased by appropriate resolution of the Board of Directors or upon two-thirds vote of the members at any annual or special meeting^{of} members.

Section 5.02. Vacancies. Any director may resign at any time by giving written notice to the president or secretary of the corporation. Such resignation shall take effect at the time specified therein; and unless otherwise specified therein, the

acceptance of such resignation shall not be necessary to make it effective. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors although less than a quorum. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Any directorship to be filled by reason of an increase in the number of directors shall be filled by the affirmative vote of a majority of the directors then in office or by an election at an annual meeting or at a special meeting of members called for that purpose.

Section 5.03. Removal. Any elected Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association at a meeting called by the Board for that purpose. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 5.04 Compensation. No director shall receive compensation for any service he or she may render to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of such Director's duties.

Section 5.05. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 5.06. Nomination. Nomination of candidates for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall, in its discretion, determine, but not less than the number of vacancies that are to be filled.

Section 5.07. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many

votes as they are entitled to exercise under the provisions of the Protective Covenants. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 6.01. Regular Meetings. Regular meetings of the Board of Directors shall be held at such places within the State of Colorado, and at such times, as the Board may from time to time by vote determine. Any business may be transacted at a regular meeting. Unless otherwise designated, the regular meeting of the Board of Directors for the election of officers and for such other business as may come before the meeting may be held without call or formal notice immediately after, and at the same place as, the annual meeting of members, or any special meeting of members at which the Board of Directors is elected.

Section 6.02. Special Meetings. Special meetings of the Board of Directors may be held at any place within Colorado at any time when called by the president, or by two or more directors.

Section 6.03. Notice. Notice of any special meeting of the Board of Directors shall be given at least five days previously thereto by written notice delivered personally, or by telephone, or by mail sent to each director at his business address. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid.

Section 6.04. Waiver of Notice. The transaction of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the Directors not present signs a written waiver of notice. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice. 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. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of

Directors need be specified in the notice, or waiver of notice, of such meeting. If every director shall be present at any meeting, any business may be transacted without previous notice.

Section 6.05. Quorum. A majority of the directors in office but in no case less than two, shall constitute a quorum, but a lesser number may adjourn any meeting from time to time. When a quorum is present at any meeting, a majority of the directors in attendance shall, except where a larger number is required by law, or by these By-Laws, decide any question brought before such meeting.

Section 6.06. Informal Action by Directors. Any action which could be taken at a meeting of the directors may be taken without a meeting if a written consent, setting for the action taken, shall be signed by all of the directors entitled to vote thereon. Such written consent shall have the same force and effect as a unanimous vote of the directors.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 7.01. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities thereon and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and the right to use the Common Area, if any, of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days from the last date of infraction, for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Protective Covenants;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the

Board of Directors; and

(e) authorize the officers to enter into one or more management agreements with third parties in order to facilitate efficient operation of the Property. It shall be the primary purpose of such management agreements to provide for the administration, management, repair and maintenance of the Common Area and the receipt and disbursement of funds as may be authorized by the Board of Directors. The terms of said management agreements shall be determined by the Board of Directors to be in the best interests of the Association, and shall be subject in all respects to the Articles of Incorporation, these Bylaws, and the Protective Covenants. The duration of any management agreement shall not exceed three years from the date of execution and shall be terminable by either party without cause and without payment of a termination fee upon 90 days' written notice.

Section 7.02. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by 50% of the Members who are entitled to vote;

(b) supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Protective Covenants, to:

(1) determine the estimated assessments to meet the common expenses of maintenance, operation, and management of the Property;

(2) send written notice of each assessment to the respective Owner of a Lot. Assessments shall be due and payable within 30 days after written notice of the amount thereof shall have been directed to the respective Owner of the Lot.

(3) foreclose the lien against any Lot for which assessments are not paid within 30 days after due date, or to bring an action at law against the Owner personally obligated to pay the same, or to make such other provision for the collection of such assessment

as the Board may determine to be appropriate.

(d) upon the payment of a reasonable fee not to exceed \$50, and upon the written request of any Owner, mortgagee, prospective mortgagee, or prospective purchaser of a Lot, to authorize an appropriate officer to issue a certificate setting forth the amount of the unpaid assessments, if any, with respect to such Lot;

(e) procure and maintain adequate hazard insurance on property, if any, owned by the Association and an adequate blanket policy of hazard insurance for the improvements, if any, owned by the Association, and adequate liability insurance; and

(f) cause the Common Area, if any, to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 8.01. Enumeration of Officers. The officers of the Association shall be a president, vice-president, secretary, and treasurer, and such other officers as the Board may from time to time by resolution create. The President shall be a member of the Board of Directors.

Section 8.02. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 8.03. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one year, or, if longer, until his or her successor shall have been elected, unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 8.04. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 8.05. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation shall

take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any officer or agent may be removed by the Board of Directors whenever in its judgment the best interest of the corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not in itself create contract rights.

Section 8.06. Vacancies. A vacancy in any office, however occurring, may be filled by the Board of Directors for the unexpired portion of the term.

Section 8.07. Multiple Offices. One person may hold more than one office; however, one person may not hold both the offices of president and secretary simultaneously.

Section 8.08. Duties. The duties of the officers are as follows:

(a) President: The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments; and, upon the direction of the Board of Directors, shall co-sign all checks and promissory notes. Subject to the direction and supervision of the Board of Directors, the president shall be the chief executive officer of the corporation and shall have general supervision of its officers, agents and employees.

(b) Vice-President: The Vice-president shall act in the place and stead of the president in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board. The vice president shall assist the president and shall perform such duties as may be assigned to him by the president or by the Board of Directors. In the absence of the president, the vice president shall have the powers and perform the duties of the president. The vice president shall generally assist the president in the exercise of his powers and shall exercise such powers in the absence or disability of the president.

(c) Secretary: The Secretary shall record the votes and keep the minutes of all meeting and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal;

service notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the Board.

(d) Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare an annual budget and the financial statements required by the Board of Directors and deliver or make copies available of each to the Members.

(f) In all cases where the duties of any officers, agent or employee are not prescribed by the By-Laws or by the Board of Directors, such officer, agent or employee shall follow the orders and instructions of the President.

Section 8.09 General. The Board of Directors may appoint such other officers and agents, including but not limited to a chairman of the Board, assistant secretary or assistant treasurer, as may be deemed necessary, any of whom shall be appointed in such manner and hold office for such terms and have such powers and duties as may be determined by the Board of Directors.

ARTICLE IX

COMMITTEES

The Board shall appoint a Nominating Committee as provided in these Bylaws. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

INDEMNIFICATION

Section 10.01. Indemnification. The Association shall indemnify every Director and officer, or former Director or officer, and their respective successors, personal representatives, and heirs, against all loss, cost, and expenses, including counsel fees, reasonably incurred by such person in connection with any action, suit, or proceeding to which such person may be made a party by reason of such person's being or

having been a Director or officer of the Association, except as to matters as to which such person shall be finally adjudged in such action, suit, or proceeding to be liable for gross negligence or willful misconduct in the performance of such person's duty to the Association. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of such person's duties as such Director or officer. The foregoing rights shall not be exclusive of other rights to which such Director or officer may be entitled. All liability, loss, damage, cost, and expense arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expense shared among the Members.

ARTICLE XI

ASSESSMENTS

Section 11.01. Levying of Assessments. The Board of Directors shall determine the amount of such annual or special assessments as may be required for the ordinary and necessary expenses incurred, or to be incurred, or in connection with the enforcement of Protective Covenants, or the operation and maintenance of the Common Area or for the acquisition of any equipment or facilities necessary for the continued operation and maintenance of Common Areas. Assessments may be made separately for either administrative or operating expenses, or both, as the Board of Directors shall determine. The Secretary or Treasurer shall notify each member in writing of the amount of any such assessment levied against each member. All such assessments shall be levied against all members as set forth in the Protective Covenants for Bellyache Ridge. Each member shall pay to the treasurer the amount of assessment so levied within twenty days after notice thereof shall have been duly mailed or delivered to such member. Any and all such assessments shall be and become a lien against the real estate to which the ownership unit is associated, from the date such assessment is made until the same shall have been fully paid, as authorized under the provisions of the Protective Covenants and the Articles of Incorporation. Each and every such assessment shall also constitute a personal obligation of the record owner of such real estate at the time of the assessment.

Section 11.02. Enforcement of Assessment Obligations and Liens If any such assessment shall not have been paid within

twenty days after notice thereof given as aforesaid, the Board of Directors, by appropriate action, may recover the amount of any such unpaid assessment, together with interest from the due date thereof and reasonable attorney's fees and costs by appropriate legal action against the member in default, in the same manner as for goods sold and delivered, and the judgment in any such action brought in a court of record may provide and be enforced by appropriate judicial order for sale of real estate owned by such defaulting member, to which is ownership unit may be appurtenant, in the same manner as for real estate sales under execution.

Section 11.03. Membership Transfers - Assessments in Default. In the event the real estate to which any ownership unit may be appurtenant, in whole or in part, shall be transferred or conveyed by any member who shall be in default in the payment of any assessments, the transferee or grantee of any such real estate shall be liable for the payment of all assessments in arrears, which shall be paid before any such membership shall be transferred on the books of the corporation, to any such grantee or transferee.

ARTICLE XII

PROPERTY RIGHTS - RESTRICTIONS

Section 12.01. Property Rights in Memberships. A member may not sell, assign or otherwise transfer his ownership unit unless associated with the lot associated with the ownership unit owned by the member is transferred simultaneously to the same transferee. No transfer of an ownership unit shall be recognized by the corporation for any purpose unless the same is registered on the books of the corporation.

Section 12.02. Earnings or Profits. No part of the net earnings, if any, of the corporation shall inure to the benefit of any member, except that members may be compensated for services actually rendered or for full and adequate consideration given, as authorized by the Board of Directors.

ARTICLE XIII

AMENDMENTS

Section 13.01. By Directors. The Board of Directors shall have power to make, amend and repeal the By-Laws of the Corporation at any regular meeting of the Board or at any special meeting called for such purpose; provided, that if the members after the date of these By-Laws shall make, amend or repeal any By-Laws, the directors shall not thereafter amend the same in

such manner as to defeat or impair the object of the members in taking such action.

Section 13.02. By Members. The members may make, alter, amend and repeal the By-Laws of the corporation at any annual meeting or at any special meeting called for such purpose, and all By-Laws made by the directors may be amended or repealed by the members.

ARTICLE XIV

MISCELLANEOUS

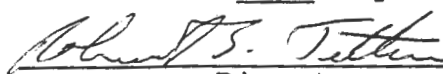
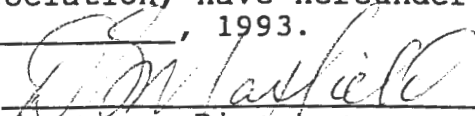
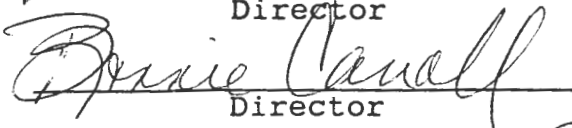
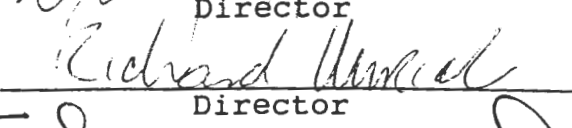
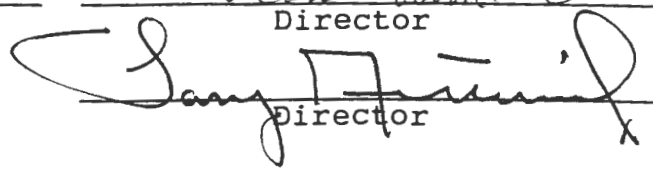
Section 14.01. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 14.02. Corporate Seal. The corporation seal of the corporation shall be circular in form and shall contain the name of the corporation and the words "Corporate Seal - Colorado".

Section 14.03. Conflicts of Documents. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Protective Covenants and these Bylaws, the Protective Covenants shall control, and in the case of any conflict between the Articles and the Protective Covenants, the Protective Covenants shall control.

Section 14.04. Conveyances and Encumbrances. All or any part of the corporate property may be conveyed or encumbered by resolution of the Board of Directors and the execution of the appropriate instruments of conveyance or encumbrance by the officers in the manner prescribed in the Articles of Incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the Bellyache Ridge Homeowners Association, have hereunder set our hands this 14th day of April, 1993.

 _____ Director	 _____ Director
 _____ Director	 _____ Director
	 _____ Director

CERTIFICATION

I, the undersigned, do hereby certify:
That I am duly elected and acting secretary of the
Bellyache Ridge Homeowners Association.

That the foregoing Bylaws constituting the original
Bylaws of said Association, as duly adopted at a meeting of the
Board of Directors thereof, held on the 14th day of
April, 1993.

IN WITNESS WHEREOF, I have hereunto subscribed my name
and affixed the seal of said Association this 14th day of
April, 1993.

Robert B. Tethen
Secretary

(SEAL)

cp\bylaws\hoassn.brh

**BELLYACHE RIDGE HOMEOWNERS ASSOCIATION
A COLORADO NONPROFIT CORPORATION**

**UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS
IN LIEU OF SPECIAL MEETING
REGARDING BYLAWS**

The undersigned, being all of the Directors (the "Directors") of the Bellyache Ridge Homeowners Association, a Colorado nonprofit corporation (the "Association"), acting pursuant to the provisions of the Colorado Revised Nonprofit Corporation Act and the Bylaws of the Association, do hereby waive notice of the time, place and purpose of a meeting, and do hereby consent, in lieu of holding a special meeting, to the adoption of the following resolutions, which shall have the same force and effect as if adopted at a formal special meeting of the Directors, duly called and held for the purposes of acting upon proposals to adopt the following resolutions (this "Consent"):

1. **RESOLVED**, that, effective August 1, 2017, it is resolved that the attached Bylaws of Bellyache Ridge Homeowners Association ("Bylaws") are hereby re-executed by the Directors. The Bylaws have been in existence since 1996; however, a signed copy is not available.
2. **FURTHER RESOLVED**, that a facsimile, telecopy or other reproduction of this Consent may be executed by the Directors and shall be considered valid, binding and effective, for all purposes; and it is further resolved that this Consent may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument; and
3. **RESOLVED**, that all actions of the Directors or Officers of the Association, on behalf of the Association, are hereby ratified, approved and confirmed in all respects.

IN WITNESS WHEREOF, the undersigned, constituting all the Members of the Board of Directors of the Association, hereby consent to, approve, and adopt the foregoing actions to be effective as of 8-16, 2017.

BELLYACHE RIDGE HOMEOWNERS ASSOCIATION,
a Colorado nonprofit corporation

Mary Anne Metternich
Board Member

Dil Surt
Board Member

Mworey
Board Member

RULES AND REGULATIONS
OF BELLYACHE RIDGE HOMEOWNERS ASSOCIATION
AND BELLYACHE RIDGE SUBDIVISION

Revised on February 13, 2008

By action of the Board of Directors of the Bellyache Ridge Homeowners Association, and as authorized by Article VIII, Section 3, of the Amended and Consolidated Restatement and Declaration of Protective Covenants for Bellyache Ridge Subdivision Filing No. 1 and Filing No. 2, Eagle County, Colorado (hereinafter, the "Protective Covenants"), the activities and conditions maintained on the properties within the Bellyache Ridge Subdivision shall be subject to the following rules and regulations:

I. Rules and Regulations:

1. Improvements. No building or other structure or improvements shall be constructed, erected or maintained on any Lot, nor shall any addition thereon or change or alteration therein be made until the complete plans and specifications including samples of exterior finishes for such improvements have been submitted to the Architectural Control Committee and approved by it in writing.

2. Drainage. All drainage easements and rights-of-ways within the subdivision shall be maintained, and all plans, specifications and proposals for structures or driveways shall provide for the maintenance of such drainage easements and rights of ways, in a free and clear and unobstructed condition.

3. Fences. No barbed-wire or chain link fences are permitted. Fencing of individual property lines is prohibited.

4. Trash. In addition to the limitations on trash contained in the Protective Covenants:

a. No trash, ashes or other refuse shall be thrown or dumped on any land within the Subdivision.

b. Each property owner shall provide suitable receptacles meeting Eagle County mandated requirements for the temporary storage of refuse, and all such receptacles shall be screened from the public view and protected from disturbance. Such screening must be approved by the Architectural Control Committee.

c. No trash cans shall be put or left out over night for collection other than between the hours of 6:00am and 7:00pm on the day of collection.

d. No trash cans shall be stored within twenty (20) feet of any public road right-of-way or in a location where the trash can is visible from any public road or any residence other than that on the property on which the trash can is located.

5. Temporary Structures. No temporary structure, trailer or tent shall be permitted in the Subdivision, except as may be determined by the Architectural Control Committee to be necessary during construction and without significant impact on adjoining properties or Bellyache Ridge Subdivision as a whole.

6. Screening. Clotheslines, boats, commercial vehicles, trailers, campers, motor homes, all terrain vehicles (ATVs), recreational or inoperative vehicles must be screened, buried or enclosed from view. Satellite dishes over 24" in diameter must be removed. The location and screening of such facilities must be approved by the Architectural Control Committee.

7. Propane Tanks. All propane tanks shall be buried and re-vegetated or finished to match the surroundings.

8. Radio Antennas. Exterior mounted exposed television antennas/satellite dishes or radio antennas, if installed, shall be installed and maintained only in accordance with the approval of the Architectural Control Committee.

9. Long Term Parking. Parking of recreational vehicles, construction vehicles, commercial vehicles and storage of construction material is subject to review by Architectural Control Committee.

10. Real Estate Signs: Signs which advertise any lot or part of the subdivision for sale or rent shall be posted on the affected property only and must be removed as soon as possible after closing on any sale or rental of any property. If any such sign is not removed within 15 days after closing or rental, the Association may remove the sign and either place it in proximity to the improvements on the subject property or destroy it. Open House signs must be removed in a timely manner.

11. Recreational Fires: Recreational fires must be contained in a fire pit constructed of ceramic, copper, steel, brick or stone. Unless using fake logs fired by propane, fires must be equipped with safety screens to contain sparks, must be 25 feet from a structure or combustible material and must be constantly attended until the fire is extinguished. One portable fire extinguisher or garden hose shall be available for immediate utilization.

II. General Provisions.

1. Definitions. All words contained herein and defined in the Protective Covenants of Bellyache Ridge Subdivision shall have the same meaning as contained in such Declaration.

2. Relationship to Protective Covenants. The rules and regulations adopted by the Board of Directors of the Bellyache Ridge Homeowners Association supplement and do not replace or repeal any provision of the Protective Covenants. In the event of any conflict between the rules and regulations and the Protective Covenants, the more restrictive provision will govern.

III. Enforcement. In the event any Owner violates any provision of these rules and regulations, the Board of Directors of the Bellyache Ridge Homeowners Association shall have the authority to take all action necessary or appropriate, and permitted by law, to impose a sanction for and to terminate and prevent such violation. The Board of Directors shall have the specific authority to take either of the following actions, or any other action permitted by law:

1. Under the provisions of Article IX, Section 4 of the Protective Covenants, the Board of Directors may (a) advise the Owner by certified and regular mail of the alleged violation and (b) determine that the violation and the measures required for enforcement of the rules and regulation and the termination and prevention of the violation constitute an increase of use and assess an additional assessment, not to exceed \$100.00 for each day of the violation, which assessment may be collected in like manner as other assessments authorized under the Protective Covenants.

2. A designated representative of the Board of Directors of the Bellyache Ridge Homeowners Association may apply, on behalf of the Board of Directors, for judicial relief to prevent and terminate such violation.

3. A designated representative of the Board of Directors may notify the Owner alleged to have violated any rule or regulation of the alleged violation by certified and regular mail, directed to the last known address of the Owner registered with the Association. In the event no denial of such allegations is received by the association within 14 days after mailing of the notice of alleged violation, the Owner shall be deemed to have admitted the allegations. In the event the Association receives a response from the Owner within such 14 day period denying or asserting a defense to such allegations, the Board of Directors may set a hearing at which the allegations may be heard by the Board of Directors. The proceedings before the Board of Directors shall be informal but shall permit the Board of Directors to consider any allegations as well as any defense or denial offered by the Owner. In the event the alleged violation is either deemed admitted by the silence of the Owner, affirmatively admitted by the Owner, or found to be true by the Board of Directors, the Board of Directors may then either (a) direct that the Owner cease or correct the alleged violation or (b) in the case of repeated or continuing violations in the face of earlier knowledge on the part of the Owner (whether or not through the procedure herein established) the Board of Directors may impose such sanctions as the Board may deem appropriate and as may be authorized to the Board of Directors by the Declaration, the Articles of Incorporation, or the Bylaws of the Bellyache Ridge Homeowner's Association. Such sanctions may include but are not necessarily limited to denial of access or rights to such portions of the common area or the property (as defined in the Declaration) as may be determined appropriate by the Board of Directors. Apart from the direct application for judicial relief referred to above, the Board of Directors shall also be authorized to proceed to seek and obtain judicial relief at any time before, during or after the foregoing hearing process in order to prevent the continued violation of the Rules and Regulations of the Bellyache Ridge Homeowners Association, and to seek any other relief to which it is entitled.

Bellyache Ridge Homeowners Association
Eagle County, Colorado

Bellyache Ridge Design Guidelines

- New Home Build
- Home Improvements; Major & Minor Modifications

Appendix A: Building Process Checklist

Appendix B: New Home or Home Improvement
Coordination and Approval Process



bellyachesubdivision.com

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Article I: Introduction

The Amended and Consolidated Restatement and Declaration of Protective Covenants for Bellyache Ridge Subdivision (the “Declarations”) authorizes the Homeowners Association Board to adopt Design Guidelines and establish the Bellyache Subdivision Architectural Control Committee (the “Committee”) and directs the Committee to enforce those Design Guidelines.

Each Owner should review both the Declarations and the Design Guidelines carefully before commencing the design and review process. The Guidelines merely expound upon the concepts set forth in the Declarations, they do not repeat them. No application for development or improvements which violate either the applicable Declarations or County zoning regulations shall be approved. The more restrictive of the applicable Declarations or the County land use regulations shall prevail.

The Design Guidelines, along with the Declarations, describe the philosophy and the specific consideration to be applied in reviewing the site planning, architectural design and landscaping plan for your new home or improvements in the Bellyache Subdivision (the “Subdivision”). They also set forth the exact procedure to be followed during the design review process. Finally, they detail the construction regulations your general contractor must observe during construction.

Capitalized terms that are not at the beginning of a sentence or a proper name represent terms which are defined in these Guidelines or the Declarations. If you are in any doubt as to the exact meaning of those terms, please check for a formal explanation.



Article II: Design Philosophy

The Bellyache Ridge Subdivision is an area of unique mountain beauty. The purpose of the Declarations and the Guidelines is not to encroach into land use requirements already in place but to ensure a low-density community in which such beauty and seclusion are preserved, to enhance the desirability of living in the Bellyache Ridge Subdivision, and to preserve and increase the value and quality of continued Ownership in the Subdivision.

Since existing natural features, including topography, wildlife and wildlife corridors, vegetation, rock outcroppings, and views of a nearby and distant surroundings, are unique and provide aesthetic values in their present state, all activities during planning, construction and residence are to be directed toward minimizing environmental disturbance. This concept requires, for example, that only essential trees be removed for access and building site location and that all other trees and vegetation be protected from damage during construction; that access roads follow existing contours, rather than run in straight lines; that rock outcroppings be preserved; that wildlife habitats and migration patterns not be unduly disturbed; that “unnatural” lawn and irrigated areas be minimized; and that one’s desire to enhance his or her environs not adversely disturb the area’s natural surroundings.

In conformance with the “natural” concept, external materials selected for house and outbuilding construction should be of natural appearance. Buildings should modulate with the terrain and appear not to dominate or oppose natural surroundings. Extensions of your home, such as patios, terraces, decks, outdoor spas, etc., should appear to be extensions of the architecture and transition smoothly between man-made elements and the surroundings.

If more than one structure is to be built on any lot, each structure must be of compatible style and materials and must be situated in reasonably close proximity to the residence. Depending on the use of the outbuilding, additional environmental considerations may affect its location.

Because of the importance of water for the Subdivision and the constant danger of fires, water conservation and fire prevention will also be major considerations for the Committee in its decision-making process.

The Committee will apply the design philosophy outlined above when reviewing all Submittals and will use its best judgment in making a determination. The Committee shall review all applications and issues based upon the impacts on adjoining property or properties, visibility from other properties and the County roadways, and other adverse impacts on the Bellyache Ridge Subdivision or its residents, which are henceforth referred to in these Design Guidelines as the “Universal Standard of Review.” All applications and interpretations of these Design Guidelines by you and by the Committee should be made in a reasonable manner. Therefore, when you see words like “as much as possible”, or “if at all possible”, please keep in mind that they mean “as much as possible, within reason”. The decisions of the Committee shall be binding and conclusive upon you, unless and until such determination is modified or revised through the appeal process.

The Committee shall have the power to grant variances from the provisions of these guidelines,

except for any variance which would permit the violation of any governmental regulations, upon the determination by the Committee that (a) the application of such limitations to the conditions of the Lot in question would result in undue hardship, (b) the granting of such variances would have no impact on any adjacent Lot, and (c) the Owners of all adjacent Lots have approved the requested variance and evidence of such approvals is presented to the Committee with such request for variances. The decision of the Committee regarding any request for variance shall be final.



Article III: Site Planning

Because of the terrain upon which homes in the Subdivision may be built, siting is critical. Homes and other improvements should be designed and sited on your Lot, to the extent possible and practical when taking into account the resulting financial and environmental impact, so that they are tucked away in the woods and not readily seen from the County Roads and in a manner that is consistent with the Design Philosophy set forth in Article II.

Building Envelope

All buildings must be at least 50 feet from the front property line (note that the front property line is defined on the site survey drawing and is generally not at the edge of the roadway) and at least 25 feet from the side and back Lot lines. The remaining area defines the boundaries of the maximum permissible Building Envelope. Removal of vegetation, trees, and other significant landforms on a site will be limited and will not extend beyond a demarcated site disturbance area identified on the design submittal plans, and this demarcated site disturbance area defines the Building Envelope. By this definition, the footprint of the building structures and the entire Cultivated Area (see Article V, Sections A and B) constitutes the Building Envelope. Driveways and driveway support walls may be outside the Building Envelope as herein described. Building structures shall be sited so as to minimize the need for extensive site grading and shall retain the natural slopes to the maximum extent possible.

Site Preparation, Grading and Drainage

Improvements should be carefully planned to minimize alteration of the existing topography. Excessive grading of your site shall not be approved. Drainage swells or washes interrupted by site improvements or additional drainage structures created by such improvements shall be constructed or reconstructed of natural materials properly placed for positive operation of the drainage system. Structures which are artificial in appearance, such as exposed drainage pipe, may not be used. Erosion is to be controlled in all circumstances, using an approved storm water drainage control system, including, but not limited to, erosion fencing, hay bales, or a series of small dispersive retaining walls. Concrete wash-out locations must be shown on the site plan, within the Building Envelope, and approved by the Committee.

Access Drives

From the garage, drives should follow the natural contours of the site and major landscape elements as they move toward the road. Roadways should drain to ditches and culverts on the uphill side and driveway access cuts to the County road should have culverts. All disturbed soil should be replanted with native planting material.

No access drives will be permitted unless directly and timely related to the construction of your

home as determined and approved in the sole discretion of the Committee based upon the Universal Standard of Review set forth in Article II above, and such determination and approval of the Committee must be obtained by the Owner in advance of excavation of any access drive. Driveways and parking surfaces shall be surfaced with gravel, asphalt, concrete and other masonry materials as may be approved by the Committee.

The intersection of the driveway and the County Road shall be as close as possible to ninety degrees (90°) to provide good visibility and improved safety of access to the public road, although it is recognized that the slope of the terrain may require adjustments to that angle.

Driveway grades for the first 20 feet adjacent to the public road and for the first 20 feet adjacent to the garage shall not exceed four percent (4%). Grades exceeding ten percent (10%) at any other portion of the driveway shall be subject to approval by the Committee, and may be required to integrate a snowmelt system. The driveway design must be approved by the Committee and be in conformance with the Eagle County regulations.

On-Site Parking

Each site must have parking for at least two cars. This parking area must be located within the Building Envelope.

The construction of any free-standing garage or outbuilding must be in proportion to the scale of the residence and meet a level of design and quality of construction that is consistent with the Design Guidelines.

No parking on the County Road is permitted in the Subdivision.

Fences and Walls

Fencing can serve as wind barriers, privacy screens, or aids for pet control. Fencing may also be used to define outdoor living areas, but their use to delineate property lines will be discouraged by the Committee. All fences, walls and similar enclosures must be approved in advance by the Committee based upon the Universal Standard of Review set forth in Article II above. The Committee will not approve chain link fencing. Light wire fencing may be used alone or in conjunction with other fencing styles to control pets and as constructed specifically for use as dog runs not to exceed 400 square feet. Snow fencing (black, brown or green, but not orange or other bright color) may be erected in the winter on each lot as needed to assist in snow containment around a home or access drive.

Spa Equipment

Spa equipment enclosures must be architecturally related to the house and other structures through the use of walls or courtyards so that they appear to be a visual extension of the home.

Covers such as inflatable bubbles are unacceptable.

Exterior Lighting

Outdoor lighting will be reviewed to assure that neighboring properties are protected from the view of bright light sources. Illumination necessary for evening activities must be directed downward and be only bright enough to provide for the safe traverse of steps and paths. Lighting fixtures must have a seeded or frosted lens, preferably amber or any other color other than that of clear glass. There are to be no exposed bare light bulbs. Exterior lighting fixtures are to be approved by the Committee, based upon the Universal Standard of Review set forth in Article II above. No lighting fixtures will be permitted, other than the lot identification sign, within close proximity of roadways.

Outdoor Storage

Any outdoor trash containers must be built to be “bear proof” to standards. Outdoor areas housing trash containers, firewood, or maintenance or service equipment such as lawnmowers and snow blowers or overflow storage shall be screened from all adjacent properties by a wall or fence, which shall be architecturally integrated with the residence.

Antennas, Satellite Dishes, and Lightning Rods

Antennas or satellite dishes, no larger than thirty-six (36) inches in diameter (or the current size provided by satellite television providers) shall be hidden from view from the roadway or neighboring properties to the maximum extent possible. The color should be unobtrusive. Free-standing antennas may not exceed thirty-five (35) feet in height. Satellite dishes and all other antennas must be located within the Building Envelope.

Lightning rods may be a consideration if a house is sited on a ridge or upper areas of the Bellyache Ridge Subdivision. Appurtenances to buildings, to include antennas and lightning rods, may not extend more than five (5) feet above the highest point of the building.

Heating and Cooling Equipment

No roof mounted or wall mounted heating or cooling equipment will be permitted without the express approval of the Committee based upon the Universal Standard of Review set forth in Article II above. Any exterior heating and cooling system components must be ground mounted adjacent to the residence and hidden from the view of the roadway or neighboring properties. Such equipment must also be insulated for noise so as not to be heard from the Roads or neighboring properties.

Utilities

Electrical and telephone services are stubbed in the County Road to the property line of each Lot. The water line is in the road and the tap must be made according to Bellyache Ridge Metropolitan District Rules and Regulations. The extension of these services from these stub locations to the residence shall be the responsibility of each Owner. All utility extensions must be underground. As a general rule, utility trenches may not encroach into any required setback except where they cross the front setback between the service tap and the building envelope. All disturbed areas of the site must be treated as described in Article V of these Design Guidelines.

All meter panels and electrical wiring and conduits must be screened so that they are not visible.

Water and septic leach field sewage systems are the responsibility of each Owner and shall comply with all applicable governmental laws, regulations and permits.

Propane storage tanks shall be buried. Storage tanks for other fuels and hazardous materials will be prohibited unless expressly approved by the Committee as well as the appropriate Federal, State or County regulation agencies.

Solar Panel Applications

Active and passive solar power systems should be appropriately integrated into the overall design of the home. Roof, wall or remote collectors should be sited for maximum solar efficiency and minimum visual impact. Hardware for active solar applications shall be integrated into a structure or the landscaping of a Lot. Solar panel locations must be shown on the design plans and be approved by the Committee, based upon the Universal Standard of Review set forth in Article II above.

Wind Power Turbines

Wind power turbines that are visually unobtrusive while small enough to furnish a home with electrical power are becoming increasingly viable and commercially available. A site plan including such devices must consider visual impact, noise and deforestation needs, and are subject to review by the Committee. Wind power turbines will be approved if the impact on and visibility from other properties and the County roads are minimized. Wind power turbine locations must be shown on the design plans and be approved by the Committee, based upon the Universal Standard of Review set forth in Article II above.

Homesite Identification and Signage

Upon completion of construction, only address and resident identification signage for Lots and names within the Subdivision shall be permitted and the placement of such signs shall be reviewed and approved by the Committee, based upon the Universal Standard of Review set

forth in Article II above, prior to installation or replacement.

Household Pets

As stated in Article V, Subsection 8 & 9, of the Declarations, no livestock, poultry or other animals (except family pets) may be kept, raised or bred within the Subdivision. Dogs, cats and other inoffensive common domestic household pets owned by Owners or their guests must be kept on their own property, and restrained by a ground level or buried (“invisible”) electric fence, if necessary. Eagle County pet laws apply in Bellyache Ridge Subdivision.



Article IV: Architectural Design

There is not one specific architectural style that is required or desired at Bellyache. Rather, the goal of architectural harmony is to be achieved through the use of a controlled range of complimentary materials and colors. No replication or near replication of the design of any approved residence in Bellyache Ridge Subdivision will be permitted.

Size

All Primary Residences shall contain at least 1,500 square feet of gross residential floor area but no more than 7,000 square feet of gross residential floor area, unless the Committee, in its sole discretion and based upon the Universal Standard of Review set forth in Article II above, gives its prior written approval.

Duplex Design

On the few lots in the Bellyache Ridge Subdivision zoned for duplex units, every duplex structure is to be designed as a well-conceived, unified total building. It is recognized that most duplex structures do indeed have the appearance of two units within one structure. However, the Committee will not approve mirror image duplexes, nor will they approve duplexes made up of two unrelated units which collide in an unresolved fashion. Each unit of the duplex structure shall contain at least 1,500 square feet of gross residential floor area, but no more than 7,000 square feet of gross residential floor area, unless the Committee, in its sole discretion and based upon the Universal Standard of Review set forth in Article II above, gives its prior written approval.

Height of Structures

The Committee's policy for height of structures shall be the same as Eagle County's. However, the Committee will strongly consider suitability of building height to the site and its surroundings in order to minimize visibility.

Roofs

All roofing should be of fire-resistant materials, including, but not limited to, metal, slate, asphalt shingles, concrete tiles or similar materials. Colors will be limited to earth tones. The use of major rooftop elements such as dormers, chimneys, or skylights, if any, should appear to be an integral part of the roof, not an appendage.

Foundations and Retaining Walls

Visible surfaces of concrete masonry or concrete foundation walls, retaining walls, and piers may not exceed 12 inches above finished grade unless they are faced with masonry, wood, or other natural-appearing finish, or finished as an architectural feature, that is approved by the Committee, based upon the Universal Standard of Review set forth in Article II above. Surfaces not faced with such approved finishes must receive a stucco or mortar-wash finish and be painted or tinted to blend unobtrusively with adjacent materials. Masonry, wood siding or other finishes that extend from exterior walls down over foundation walls to cover foundation surfaces should smoothly follow grade lines. Finishes on foundation and retaining walls must be described on the Design Submittal and be approved by the Committee prior to the issuance of a Notice to Proceed Letter.

Exterior Materials

Exterior materials shall consist of indigenous wood species, including, but not limited to, beveled or tongue-and-groove board siding, board-on-board, board and batt, and similar siding treatments, and stucco, masonry or similar materials. Semi-transparent or solid body stains in colors which harmonize with the surrounding landscape must be used. All reflective metal must blend with surrounding materials using colors approved by the Committee.

Exterior Colors

All exterior colors are subject to prior approval by the Committee. The color of all exterior materials must be very subdued to blend with the natural landscape. Earth tones are strongly recommended, although muted accent colors, which are used judiciously and with restraint, may be permitted.

Windows and Skylights

The glass of windows and skylights must not be highly colored or highly reflective, nor may their frames consist of bright flashy colored (e.g., neon or “day-glow” shades) or reflective material.

Building Projections

All projections from a residence or other structure including, but not limited to, chimney flues, vents, flashing, louvers, gutters, downspouts, utility boxes, porches, railings and exterior stairways shall match the surface from which they project, or must be painted or stained an approved color to blend unobtrusively with adjacent materials.

Chimneys and Outdoor Fires

Due to fire danger, all chimneys must be equipped with a U.L. or I.C.B.O. approved spark arrestor. Open outdoor fire pits are allowed if they have an approved fire screen. Barbecues are permitted, provided they have lids. Exterior fireplaces are permitted only if they are in compliance with county regulations and are approved in advance by the Committee, based upon the Universal Standard of Review set forth in Article II above.

Prefabricated Buildings

Attempts to achieve appropriate innovative solutions using manufactured housing and pre-designed plans in the Bellyache Ridge Subdivision will receive special Committee scrutiny and review, and will be examined based upon the Universal Standard of Review set forth in Article II above. No structure shall be placed upon any lot which is or ever has been the subject of a specific Ownership tax as defined in the Colorado Revised Statutes.

Changes or Additional Construction

All changes or additions to approved plans before, during or after the construction must first be reviewed by the Committee, and the change(s) or addition(s) are subject to the same standards as though it (they) were part of the original design application.



Article IV: Landscaping

Cultivated Areas

Unless otherwise specifically agreed to by the Committee, cultivated areas must be entirely within the Building Envelope (except that cultivation adjacent to driveways will be permitted), shall have flowing non-linear boundaries with native areas described below, shall be designed in such a way that it enhances and works with natural surroundings and shall not exceed 10,000 square feet total land area. Homeowners may choose their own landscaping materials, but they are encouraged to plant the same native and adapted species that are indigenous to their Lot and in other areas of the Subdivision.

Native Areas

All areas of the homesite outside of the cultivated areas (i.e., the Building Envelope) should be treated as native areas. The native vegetation within a Lot's native areas may not be disturbed without prior Committee approval. If disturbed, each Owner shall revegetate using only native vegetation.

Landscape Plans

Every Lot must have a landscaping plan as part of the application for and the construction of a home on the Lot. Landscaping must be designed to incorporate water conserving materials and techniques, such as the use of low water-demanding plants and grasses and, if irrigation is desired, the use of automatic irrigation systems designed to conserve water through timers and moisture sensors. Before the installation of any landscaping or any underground sprinkler system begins, a specific plan for the landscaping and the underground sprinkler system must be submitted to and approved by the Committee. Overhead sprinkler systems will not be permitted. The plan shall identify the area of installation of the automatic irrigation system. Depending on the complexity of the landscape plan, the Committee, at its discretion, may ask for a table to be added to the landscape plan that provides the square footage of the landscape area, the square footage of the irrigated area, and how much of that irrigated area is provided by spray irrigation and by drip irrigation. Due to the forest fire hazard in the areas surrounding and including the Subdivision, it is recommended that all brush and highly-flammable ground detritus be removed from the forest floor, that dead branches be removed from the base of tree to a height of fifteen (15) feet, and that trees be thinned in the forest and cleared within thirty (30) feet of housing structures.

Completion of Landscaping

All landscaping work, in accordance with your approved Landscaping Plan, must be completed as soon as practical, but not later than within ninety (90) days of receipt of a Temporary Certificate of Occupancy (TCO) or Certificate of Occupancy (CO) for the residence, whichever occurs first. If the completion occurs during winter, i.e., when the ground is frozen or the ground is snow-covered, or is delayed because of weather conditions which prevent installation of plant materials or other landscaping improvements and for a phased landscaping plan, the deadline may be extended upon request and with the approval of the Committee.

Outdoor Recreation Equipment and Furniture

All play equipment shall be screened from adjacent view of the roads and other residences and shall be painted or constructed to blend with natural surroundings, as approved by the Committee. Outdoor furniture and accessories may not infringe on setbacks and must be properly maintained.

Outdoor Ornamentation or Statuary

Placing, erecting, constructing or allowing any permanent unnatural or man-made ornaments, signs, statuary, relics, or other such items are prohibited unless the same are included and made a part of a landscape plan submitted to and approved by the Committee or are otherwise approved by the Committee, based upon the Universal Standard of Review set forth in Article II above.



Article VI: Construction Regulations

In order to ensure that the natural landscape of each Lot is preserved and the nuisances inherent to any construction process are kept to a minimum, the following regulations will be enforced during the construction period of all improvements at the Bellyache Ridge Subdivision. Any violation of these regulations by an Owner's representative, general contractor or subcontractor will be treated as a violation by the Owner.

Building Envelope

The Building Envelope, which is the limit of development on each Lot, is also the area within which all activities related to the improvements to be constructed must be confined. At the discretion of the Committee, based upon the Universal Standard of Review set forth in Article II above, temporary staking (or roping or flagging) of the Building Envelope may be required, especially if there are concerns regarding the infringement of the setback areas, during the duration of construction. Temporary staking enclosing the Building Envelope must terminate at the property line adjacent to the entrance drive.

Construction Trailers

Upon commencement of construction, a small construction trailer or portable field office may be located on the building site within the building envelope, clear of all setbacks. The type, size and color of any portable office must be approved by the Committee during the pre-construction conference, based upon the Universal Standard of Review set forth in Article II above. The field office may not be placed on-site earlier than two weeks prior to the actual onset of continuous activity. A construction trailer must be removed from the site prior to the receipt of the Certificate of Occupancy.

Trash Receptacles and Debris Removal

Owners and general contractors shall clean up all trash and debris at the end of each day. An approved trash receptacle must remain on the site at all times for this purpose to contain all lightweight materials or packaging. The receptacle must be positioned on the site alongside the access drive, clear of side and rear setbacks, adjacent road right (s)-of-way and neighboring properties. Trash receptacles must be emptied on a timely basis to avoid overflow of refuse. Disposal shall be at a suitable off-site facility. Owners and general contractor are prohibited from dumping, burying or burning trash anywhere on the site or elsewhere in the Bellyache Ridge Subdivision. Heavy debris, such as broken stone, wood scrap, and the like, must be removed from the site immediately upon completion of the work of each trade that has generated the debris.

All concrete wash-out must occur within the Building Envelope of the Lot in a location where it

will ultimately be concealed by a structure or covered by backfill. Wash-out in road rights-of-way, setbacks or on adjacent properties is strictly prohibited. Because of various species of wildlife indigenous to this region, any edible trash and associated food wrappers and containers must be removed daily or stored temporarily in sealed bear-proof containers. Such trash shall under no circumstances be disposed of in dumpsters. During the construction period, each construction site shall be kept neat and shall be properly policed to prevent it from becoming a public eyesore or detriment to other lots or open space. The Committee may arrange for the clean-up of any site in violation of this provision. Any clean-up costs incurred by the Committee or the Association in enforcing these requirements shall be paid by and recoverable from the Owner, together with all costs of collection. The Committee may use the Compliance Deposit described in Article VII, Section D of these Design Guidelines to pay any costs it may incur in this connection.

Sanitary Facilities

Each Owner or general contractor shall be responsible for providing adequate sanitary facilities for construction workers.

Construction Access

The approved access drive will be the only construction access to any Lot.

Vehicles and Parking Areas

Construction crews may not park on, or otherwise use, undeveloped portions of Lots or open space. All vehicles shall be parked within the building envelope. During very busy construction periods involving multiple trades such that all construction vehicles cannot be confined to the site itself, the overflow vehicles may be temporarily parked along the shoulder of the Road if permission is granted by the Committee based upon considerations related to safety and impact. During these limited occurrences, vehicles must allow continual unconstrained access by normal traffic and emergency vehicles, including fire trucks. Vehicles may not be parked on neighboring Lots, in nearby driveways or on open space without the Owner's express written permission. Changing oil, other vehicle maintenance, or the depositing, intentionally or unintentionally, of any other hazardous materials by any member of any construction crew on any site is prohibited.

Conservation of Native Landscape

The Committee shall have the right to require that major terrain features or plants be fenced for protection during the construction process.

Excavation Materials and Blasting

Blasting shall be allowed only with permission of the Committee, whose review shall be based on issues related to safety and impact. If any blasting is to occur, the Committee must be notified two weeks in advance, and appropriate approvals must be obtained from appropriate governmental authorities. Blasting may only be done by licensed demolition personnel, with all requisite insurance coverage and notifications as mandated by county and state statutes specific to their blasting activity on the Bellyache Ridge Subdivision. The Committee shall have the authority to require written documentation of anticipated seismic effects, with confirmation such effects will not be injurious to other persons or properties, public or private, and that all appropriate protection measures have been utilized. Any unsightly piles of excess materials resulting from blasting, as well as all other excess excavation materials, must be removed from the Bellyache Ridge Subdivision, or be concealed or used on-site, prior to the receipt of the Certificate of Occupancy.

Dirt, Debris, Dust and Noise Control

General contractors shall be responsible for controlling dirt, debris, dust and noise from the construction site, including the removal of dirt and mud from public or private roads that is the result of construction activity on the site. The playing of radios or use of other audio equipment by construction crews during the improvement of any Lot in the Bellyache Ridge Subdivision at levels that can be heard from neighboring Lots is prohibited.

Material Deliveries

All building materials, equipment and machinery required to construct a residence on any Lot in the Bellyache Ridge Subdivision must be delivered to and remain within the building envelope of each Lot, clear of all setbacks. This includes all building materials, earth-moving equipment, trailers, generators, mixers, cranes and any other equipment or machinery that will remain in the Bellyache Ridge Subdivision overnight. Material delivery vehicles may not drive across adjacent lots or tracts to access a construction site.

Firearms

Carrying or discharging any type of firearm in the Bellyache Ridge Subdivision by anyone working on a construction project is prohibited.

Controlled Substances

The illegal use of any controlled substance on any construction site or common area within the Bellyache Ridge Subdivision by anyone working on a construction project is prohibited.

Fires and Flammable Materials

Careless disposition of cigarettes and other flammable materials, as well as the buildup of potentially flammable materials constituting a fire hazard, is prohibited. At least two 20-pound ABC-Rated Dry Chemical Fire Extinguishers shall be present in a conspicuous and clearly marked place on the construction site at all times. No on-site fires are allowed, except for small, confined, attended fires for the purposes of heating masonry water.

Pets

No pets may be brought onto the Bellyache Ridge Subdivision property by any member of any construction crew.

Preservation of Property

The use of or transit over any other Lot, common area or amenity, is prohibited. Similarly, the use of or transit over the native area or setbacks outside the building envelope of any Lot is prohibited. Construction personnel shall refrain from parking, eating, or depositing rubbish or scrap materials (including concrete washout) on any neighboring Lot, tract, open space or right-of-way.

Restoration of Property

Prior to the receipt of a Certificate of Occupancy, each Owner and general contractor shall clean the construction site and repair all property which has been damaged, including, but not limited to, restoring grades, planting shrubs and trees as approved or required by the Committee, and repair of streets, driveways, pathways, drains, culverts, ditches, signs, lighting and fencing. Owners and general contractor shall be financially responsible for site restoration and revegetation and refuse removal necessitated on any and all adjacent properties as a result of trespass or negligence by their employees or subcontracted agents.

Construction Signage

Individual signs, identifying individual contractors or subcontractors, tradesmen, or suppliers are prohibited, except as required by law. Identification of licensed tradesmen, when required by state or county statutes, shall be confined to the posting location of the building permit.

Daily Operation

Daily working hours for each construction site will be left to the discretion of Owners and

general contractors. Construction activity which generates excessive noise, such as hammering, sawing, excavation work, concrete delivery, etc., must be confined to the hours of 7:00 a.m. to 7:00 p.m., Monday through Saturday.



Article VII: Design Review Procedures

In order to establish a framework for periodic review and comment on each residence as it proceeds through the design development and review process or the appeal process, the following procedures have been established by the Committee.

Pre-Design Conference

Prior to preparing preliminary plans for any proposed improvement, the Owner or the Owner's representative should meet with the Chairman of the Committee to discuss proposed plans and to resolve any questions regarding building requirements at the Subdivision. The purpose of this informal review is to obtain guidance from the Committee concerning the possibilities and sensitivities of the site prior to initiating preliminary design. These meetings should occur on-site whenever possible.

Design Submittal

Submittals to the Committee shall be in accordance with the Bellyache Ridge Design Guidelines Appendix A: Building Process Checklist. This Design Submittal is the first step in a New Home or Home Improvement Process (the "Process") described by Appendix B. The first step is to complete and submit the Project Application, (*Form 1*).

Plans and documents listed in Appendix A - Building Process Checklist are to be submitted in duplicate to the Committee for review. The Committee will act on design approval request submissions consistent with Article IV of the Declarations. One set of the plans and documents provided shall be retained by the Committee, and one set shall be returned to the Owner.

Either at the time or any time subsequent to submission of an application, the Committee may require an advance payment of such costs as may be reasonably incurred by the Committee in engaging professional personnel to review and comment upon the proposal.

On-Site Meetings

As soon as the submission of plans is complete, the Committee will inspect the site to determine that the conditions as depicted in the Design Submittal are accurate and complete. The on-site inspection may be done concurrently with the Design Submittal. The House Square Footage Declaration, (*Form 2*), shall be completed concurrent with the Site Inspection or as soon as practicable thereafter.

On-site staking of all lot, building envelope and building corners and other improvements shall be completed if requested in writing by the Committee.

Upon receipt of a complete submittal, the Committee shall schedule an on-site meeting with the Owner or the Owner's representative, the Committee and adjacent property Owners.

Subsequent to the on-site meeting, the Committee may continue consideration of the application, consider additional submittals, make recommendations and defer action until responses are received to such recommendations, conduct follow-up on-site meetings, and either approve or deny the application, as amended from time to time, and take such other action as may be necessary or appropriate to facilitate the approval process and give effect to the Covenants of Bellyache Ridge Subdivision.

Compliance Deposit

Article IV 2. Improvements (d) (ii) of the Declarations provides the Homeowners Association - Architectural Control Committee with the following power:

“to require a deposit of up to \$1,000 per unit as a cleanup, site restoration and revegetation guarantee. The deposit is refundable upon completion of the cleanup, site restoration and revegetation to the satisfaction of the Committee. In the event a project is not cleaned up, a site is not restored and or a site is not revegetated to the reasonable satisfaction of the Committee, such deposit may be retained and applied against the cost of such clean-up, site restoration and revegetation, and the Association and the Committee, and their representatives, are hereby granted the right to enter upon any Lot for the purpose of accomplishing such clean-up, site restoration and revegetation and related activities.”

The Owner shall deliver to the Committee a Compliance Deposit in the amount shown on the Billing Statement for Compliance Deposit, (*Form 3*), that will be issued to the Owner by the Homeowners Association.

Design Review

The Committee will review the final plans and respond in writing within 14 days after a submittal is complete. If, in the opinion of the Committee, the submittal is otherwise in compliance with these Design Guidelines, approval will be granted. A Notice to Proceed Letter, (*Form 4*), will be issued by the Committee, which the Owner may submit to the County in requesting a Building Permit.

Appeal to the Board of Directors

The Committee will provide a copy of its written determination at each stage of review to the Board of Directors at the same time such determination is provided to the Owner.

After the Committee has notified an Owner of its determination, an Owner whose submittals have not been approved may choose either to appeal that decision to the Board of Directors or to

enter into a revised submittal process, as outlined in Paragraph B above, with the Committee. If an Owner does a re-submittal and is unhappy with the Committee's final determination upon re-submittal, the entire issue may be brought to the Board of Directors on appeal.

All appeals to the Board of Directors must be properly initiated by the Owner within 60 days of receipt of the Committee's determination. A properly initiated appeal shall be delivered to the President of the Board of Directors and shall contain a complete set of the plans and any other materials submitted to the Committee, a copy of the Committee's determination letter and a statement written by the Owner or his agent describing the specific item(s) the Owner wishes the Board to reconsider and the basis, both factually and technically under the Declarations and Design Guidelines, upon which the Owner believes an improper determination was made by the Committee. The Board shall notify the Committee Chair if an appeal has been received and may request additional information regarding the contested issues or items from the Committee Chair if the Board believes such information would be helpful.

The Board President, the Board and the Committee shall review the materials submitted and shall notify the Owner and the Committee Chairperson in writing within 20 days of receipt of a properly initiated appeal as to whether, based on the material received, the Board (a) upholds the Owner's appeal, or (b) upholds, in whole or in part, the Committee's determination. If the Board President and the Board determine that the material received are incomplete or not convincing and does not uphold the Owner's appeal, the Board President will set a hearing date at which the Owner or Owner's representative may present their case before a joint meeting of the Board of Directors and the Committee (the Joint Board), which shall consist as a minimum of the Board President, the Chairperson of the Committee, a quorum of the members of the Board and a quorum of the members of the Committee.

The proceedings before the Joint Board shall be informal, but shall permit the Joint Board to consider any arguments made by the Owner or Owner's representative for the purpose of reconciling conflicting information or interpretations of the Declarations or the Design Guidelines. After hearing the Owners or Owner's representative's arguments, the Joint Board may either (a) uphold the Committee's final determination or (b) reverse or modify the Committee's final determination, in whole or in part. In any case other than a total reversal of the Committee's final determination, the Board President shall direct the Owner to correct all remaining deficiencies and set a date at which the deficiencies must be cured. In addition, the Board President will notify the Owner in writing, in no more than 30 days, and as quickly as practical, of the Joint Board's decision to uphold, modify, or reverse the Committee's original final determination and of the date at which the remaining deficiencies are to be cured. All determinations by the Board of Directors shall be final, and there shall be no further right to appeal.

Commencement and Completion of Construction

Upon receipt of final approval from the Committee, payment of the Compliance Deposit, and satisfaction of all governmental review processes, the Owner shall satisfy all conditions and commence the construction of any work pursuant to the approved plans within one year from the

date of such approval. If the Owner fails to begin and diligently continue with construction within this time period, any approval given shall be deemed revoked, and the Owner must begin the Design Submittal process again.

The Owner shall complete the construction of any improvement on his or her Lot within 24 months after commencing construction thereof, except and for so long as such completion is rendered impossible or would result in great hardship to the Owner due to labor strikes, fires, national emergencies or natural calamities.

If the Owner fails to comply with this schedule the Committee shall have the right, with the Board's approval, to either have the exterior of the improvement completed in accordance with the approved plans or remove the improvement, with all expenses incurred to be paid by or recoverable from the Owner, as well as all costs of collection.

Inspections of Work in Process

The Committee may inspect all work in progress and give notice of noncompliance. Absence of such inspection or notification during the construction period does not constitute an approval by the Committee of work in progress or compliance with these Design Guidelines.

Subsequent Changes

Additional construction or other improvements to a residence or Lot, or changes during construction or after completion of an approved structure, including landscaping and color modification, must be submitted to the Committee for approval prior to making such changes or additions.

Final Release and Return of Compliance Deposit

Upon receipt of the Certificate of Occupancy for any residence or other improvement, the Owner shall give written notice to the Committee. Within 21 days of such notification, a representative of the Committee may inspect the residence or other improvements for compliance. If all improvements do not comply with these Design Guidelines, the Committee may issue a written notice of noncompliance, said notice to be issued within 30 days of the final inspection. The Owner shall have 30 days from the date of notice of noncompliance within which to remedy the non-complying portions of his improvement. If, by the end of this time period, the Owner has failed to remedy the noncompliance, the Committee may take action to remove the non-complying improvements as provided for in these Design Guidelines, including, without limitation, injunctive relief. Additionally, in the event of any such noncompliance, the Committee may refer the same to the Board of Directors of the Association, which may deem such noncompliance as a violation of the Declarations and may take any and all legal action afforded to the Board of Directors under the Declarations against the non-complying Owner that the Board of Directors deems appropriate or necessary to correct such noncompliance.

When the Committee determines that cleanup, site restoration and revegetation has been completed consistent with the Design Submittal and these Design Guidelines, the Committee will submit and the Homeowners Association will approve a completed Compliance Deposit Release, (*Form 5*) for the return of the Compliance Deposit, less any amount that the Committee or Association actually spent in regard to correcting cleanup, site restoration and revegetation issues.

Relationship with Association

The Committee shall serve as an agent of the Association concerning the review, enforcement, and other matters described in these Design Guidelines. All funds held or disbursed as or from Design Review fees, Compliance Deposits, payments of fines, and payment or reimbursements of expenses of enforcing compliance with these Design Guidelines will be held or paid for the account of the Association and will in all instances be the property of the Association.

The provisions of these Design Guidelines shall become effective as of the date shown below (the "Effective Date"), provided, however, these Design Guidelines shall not be applicable to existing homes and improvements on Lots within the Subdivision with regard to the construction thereof which was substantially completed prior to the Effective Date, nor shall they be applicable to proposed homes and improvements on Lots within the Subdivision which have not yet been constructed but which have received final approval for proposed construction from the Committee prior to the Effective Date, as long as such construction commences no later than one year of the approval date (see Article VII, Paragraph G). Nevertheless, these Design Guidelines shall be applicable to any future additions, modifications, remodeling or any other improvements to any such existing homes and improvements or approved proposed construction which occurs after the Effective Date.

These Bellyache Ridge Design Guidelines were voted on, unanimously approved and adopted by the Board of the Bellyache Ridge Homeowners Association at its regular meeting held by teleconference on the 16th day of December, 2020.

Laura Waniuk, President, Bellyache Ridge Homeowners Association
 Zach Locke, Vice President, Bellyache Ridge Homeowners Association
 Mary Pierce, Board Member, Bellyache Ridge Homeowners Association

Appendix A: Building Process Checklist

Submittals to the Bellyache Ridge Architectural Control Committee requesting architectural approval shall include the following plans and documents:

1. Completed Project Application, (*Form 1*) and the House Square Footage Declaration, (*Form 2*).
2. Site plan, showing the entire property; and location of the building envelope, the residence and all buildings and the driveway, parking areas, all utility sources and connections, and all site walls, fences or similar structures.
3. Floor plan showing finished floor elevations.
4. Roof plan showing all roof pitches.
5. Building sections, indicating existing and proposed grade lines.
6. All exterior elevations showing both existing and proposed grade lines, plate heights, roof pitch and indications of exterior materials and colors.
7. Landscape plan showing location, size and type of all existing and proposed plants, irrigation systems, materials, paving or other impervious surfaces, walls, steps, fences, or borders within the Cultivated Area.
8. Exterior finish samples including paint chits and photographs or illustrations depicting or describing all exterior materials, finishes, and colors.

Upon receipt of a complete submittal, the Committee shall schedule an on-site meeting with the Owner or Owner's representative, and shall notify adjacent property Owners of the meeting.

When advised of approval, but prior to the issuance of a letter or certificate establishing approval, there shall be submitted a Compliance Deposit in the amount shown on the Billing Statement for Compliance Deposit, (*Form 3*), which shall be held by the Homeowners Association

Upon satisfaction of all requirements, the Committee shall issue a Notice to Proceed Letter, (*Form 4*), upon the issuance of which a building permit may be issued by Eagle County.

Appendix B: New Home or Home Improvement Coordination and Approval Process

1. Owner or Owner's representative meets with the Architectural Control Committee (HOA) to approve house plans, finishes, and landscaping.
2. Owner provides the Committee with a completed Project Application, (*Form 1*) and House Square Footage Declaration, (*Form 2*) that is to be built or improved. The Committee will provide copies of the submitted forms to the HOA President, Metropolitan Board President, and to the accountant for the HOA.
3. HOA provides the Owner with a Billing Statement for Compliance Deposit, (*Form 3*).
4. Upon receipt of the compliance deposit the Committee provides the Owner with a Notice to Proceed Letter, (*Form 4*) which may be used to obtain a building permit from the county.
5. Owner completes and submits an Application and Permit for Water Tap that is located in the Bellyache Metropolitan District Rules and Regulations that may be found at bellyachesubdivision.com.
6. Upon receipt of Water Tap Application and Permit form and applicable payment in full, consistent with the square foot finished living area provided in step 2, House Square Footage Declaration, (*Form 2*), the Bellyache Ridge Metropolitan District will act to approve the water tap application in accordance with Bellyache Metropolitan District Rules and Regulations. Upon approval, the Bellyache Metropolitan District will communicate directly with their supplier of the district water system operational services to authorize and allow construction and installation of water tap, curb stop, pipeline to house, water meter, remote sensor and any other associated structures.

Under no circumstances shall water tap and all associated structures be undertaken and installed without receipt of completed Water Tap Application and Permit form, and applicable fees.

7. After receiving a certificate of occupancy from the county, the Owner will notify the Committee in writing of having received it.
8. When the Committee is satisfied that the finished project is in compliance with the Design Guidelines, and any observed items having lack of compliance are remedied, the Committee will request that the HOA Board of Directors return the Compliance Deposit by completing Compliance Deposit Release, (*Form 5*) and return the Compliance Deposit, less any amounts that the HOA may have spent in regard to correcting any non-compliance issues.

Form 1: Project Application

Application Type (Please check one)

New Construction	Construction of new structures on a lot or complete replacement. Deposit required upon project approval. See Form 3
Major Modification	Examples: additions, exterior renovations, new dormers, etc. Deposit required upon project approval. See Form 3
Minor Modification	Examples: landscaping, color change, new roof, fencing, etc.
Changes to Approved Plans	Changes to plans previously approved by the Committee.

Project and Owner Information

Lot Number:	Filing:	Date:
Project Street Address:		Project Description:
Owner Name:		Owner Email:
Owner Mailing Address:		Owner Telephone:

Owner's Representative: (e.g., General Contractor or House Designer)

Name:	Email:
Mailing Address:	Telephone:

Project applications shall meet the requirements of the Bellyache Ridge Declarations and the Design Guidelines and shall include the submittal plans and documents identified in Appendix A: Building Process Checklist.

Time requirements for project commencement and for project completion may be found in the Commencement and Completion of Construction section of the Design Guidelines.

Email or mail this completed form to:

bellyachesubdivision@gmail.com or Bellyache Ridge Homeowners Association
 PO Box 40, Wolcott, Colorado 81655

Form 2: House Square Footage Declaration

Project and Owner Information

Lot Number:	Filing:	Date:
Project Street Address:		Project Description:
Owner Name:		Owner Email:
Owner Mailing Address:		Owner Telephone:

House Square Footage

Total Finished Living Area (square feet):	
Total Unfinished Living Area (square feet):	
Total Garage Area (square feet):	
All Other Area (square feet):	
Total Area – Sum of the Above (square feet):	

Note: Total Finished Living Area (square feet) is used to determine water tap and plant investment fees.

Applicant (e.g., Owner or Owner’s Representative)

Name:	Email:
Mailing Address:	Telephone:
I hereby declare that the house square footage information provided above is a true and accurate recording of the house plans as provided by the house designer and architectural drawings and as submitted (or to be submitted) to the Eagle County Planning Commission.	
Applicant Signature:	Date:

The Notice to Proceed Letter, will not be issued until this form has been received by the Homeowners Association and the Compliance Deposit has been paid.

Email or mail this completed form to:

bellyachesubdivision@gmail.com or Bellyache Ridge Homeowners Association
 PO Box 40, Wolcott, Colorado 81655

Form 3: Billing Statement for Compliance Deposit

Project and Owner Information

Lot Number:	Filing:	Date:
Project Street Address:		Project Description:
Owner Name:		Owner Email:
Owner Mailing Address:		Owner Telephone:

Owner’s Representative: (e.g., General Contractor or House Designer)

Name:	Email:
Mailing Address:	Telephone:

Having met before the Bellyache Ridge Architectural Control Committee seeking approval of your home building plans, and having deemed your plans to be satisfactory, we now require from you a Compliance Deposit in the amount of \$1,000, payable to the Bellyache Ridge Homeowners Association, as a cleanup, site restoration and revegetation guarantee per the Declarations.

The deposit is refundable upon completion of the cleanup, site restoration and revegetation to the satisfaction of the Committee.

Upon receipt of the Compliance Deposit, the Committee shall issue a Notice to Proceed Letter, (*Form 4*), after which Eagle County may issue a valid building permit for your project.

Please submit payment of the Compliance Deposit to:

Bellyache Ridge Homeowners Association
 PO Box 40, Wolcott, Colorado 81655

Form 4: Notice to Proceed Letter

Project and Owner Information

Lot Number:	Filing:	Date:
Project Street Address:		Project Description:
Owner Name:		Owner Email:
Owner Mailing Address:		Owner Telephone:

Bellyache Ridge Homeowners Association
 PO Box 40, Wolcott, Colorado 81655

This letter will serve as a notice to proceed for construction of the proposed new home on the lot, and address cited above in the Bellyache Ridge Subdivision.

The Architectural Control Committee has reviewed the preliminary drawings and has determined that they are generally in accordance with the Design Guidelines for Bellyache Ridge. This letter has been issued as a result of the construction design review and pursuant to your having paid the required Compliance Deposit in accordance with the Bellyache Ridge HOA procedures.

A building permit from the County of Eagle will be required prior to initiating any construction. Please present this letter to the Eagle County Building Department when requesting a building permit.

Sincerely,

Bellyache Ridge Architectural Control Committee

Form 5: Compliance Deposit Release

Project and Owner Information

Lot Number:	Filing:	Date:
Project Street Address:		Project Description:
Owner Name:		Owner Email:
Owner Mailing Address:		Owner Telephone:

Request for Return of Compliance Deposit

This project has passed the final site inspection and the Committee has approved refund of the compliance deposit as shown below. Please issue a Homeowners Association check to the payee and address shown below.

Payee Name:	Compliance Deposit Amount:	
Payee Address:	Compliance Retained Amount:	
	Compliance Release Amount:	

Approved by Homeowners Association Board Member:		Date:
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Bellyache Ridge Homeowners Association Board of Directors, February 19th, 2020 Meeting Minutes

**Minutes of the Regular Meeting
of the Bellyache Ridge
Homeowners Association
Board of Directors
February 19th, 2020**

A Regular Meeting of the Board of Directors of the Bellyache Ridge Homeowners Association was held on February 19th, 2020 at 6:03 p.m. at the home of Director Mary Anne Metternick, 5339 Bellyache Ridge Road, Wolcott, Eagle County, Colorado, in accordance with the applicable statutes of the State of Colorado.

Attendance The following Directors and/or Chairs were present and acting:

- Mary Anne Metternick, President
- Zach Locke
- Kevin French
- Roy Sante- Chair of the Architecture Control Committee

Also in attendance was:

- Shannon Patterson, Recording Secretary for the Meeting
- Keith Ruebsam, Homeowner
- Helen Ward, Homeowner

**Call To
Order**

The Regular Meeting of the Board of Directors of Bellyache Ridge Homeowners Association was called to order by Director Mary Anne Metternick on February 19th, 2020 at 6:03 p.m. noting that a quorum was present.

**Treasurer's
Report**

The BRHOA Statement of Net Position dated December 31st, 2019 Actuals was reviewed, as prepared by Marchetti & Weaver, LLC. The report shows at the end of 2019 Current Assets of \$14,682. Expenditures for 2019 totaled \$9,033 and EOY the BRHOA is \$4,442 under budget. Overall, the BRMD remains in sound financial position, able to meet the estimated operating costs and continuing to contribute to the BRHOA Fund in 2020.

The board then reviewed the approved 2020 BRHOA Budget to ensure that it was entered into the books correctly, which it was.

**Accounts
Payables**

A motion was brought forth to pay American Conservation & Billing 2020 Annual Dues Billing invoice in the amount of \$323.00.

Bellyache Ridge Homeowners Association Board of Directors, February 19th, 2020 Meeting Minutes

A motion was brought forth to pay Marchetti & Weaver 2019 Q4 Accounting/Administration invoice in the amount of \$664.40.

A motion was brought forth to pay Vail Valley Bookkeeping for the note taking of the December 2019 Meeting Minutes in the amount of \$120.00.

RESOLVED To pay the February 19th, 2020 accounts payable of \$1,107.40.

Accounts

Receivables The board reviewed the AR Aging Report as of January 31st, 2020.

None of the accounts are 90 past due at this time.

Minutes

The Board reviewed the minutes from the last Board meeting on December 18th, 2019 and requested a name changes and a minor spelling mistake be corrected. A motion to accept the minutes with the agreed upon changes was made; it was seconded, and by motion duly made and seconded, it was unanimously:

RESOLVED to approve the December 18th, 2019 Regular Meeting minutes with the agreed upon changes.

**Architecture
Control**

Committee ACC Chairman, Roy Sante brought forth some concerns from local residents regarding the brightness and unnecessary light pollution from exterior lighting. In review of the ACC covenants, it was noted that with the advent of newer and more advanced halogen light bulbs, that some exterior house lights are indeed too bright. Director Kevin French suggested it would be a good idea to send out a neighborly reminder email to all residents, educating everyone on what shades and brightness of exterior lights are acceptable, as well as, what time exterior lights need to be turned off in order to maintain a pleasant nighttime ambiance for all.

The 257 Big Dipper Aldrich house is still in progress. The original project application submitted is now past 1 year. ACC Chairman Roy Sante is going to reach out asking for an update on their progress and advise whether a new application to the ACC board is needed per BRHOA ACC rules and regulations.

The 46 Big Dipper Rd. Seidel project is still in progress. They've been granted a Temporary Certificate of Occupancy from Eagle County; however, the ACC is still awaiting site cleanup and word when they receive their official CO.

The 5339 Bellyache Ridge Rd. Metternick residence is renewing their application with Eagle County and hope to begin work in the Spring.

Bellyache Ridge Homeowners Association Board of Directors, February 19th, 2020 Meeting Minutes

RESOLVED to adjourn the Regular Meeting of the Bellyache Ridge Homeowners Association Board of Directors this 19th day of February, 2020, at 7:50 p.m.

Respectfully submitted,

Shannon Patterson
Acting Recording Secretary for the Meeting

Bellyache Ridge Homeowners Association Board of Directors, April 8th, 2020 Meeting Minutes

**Minutes of the Regular Meeting
of the Bellyache Ridge
Homeowners Association
Board of Directors
April 8th, 2020**

A Regular Meeting of the Board of Directors of the Bellyache Ridge Homeowners Association was held on April 8th, 2020 at 6:09 p.m. via a Conference Call due to the COVID Pandemic and Stay at Home Order, in Wolcott, Eagle County, Colorado, in accordance with the applicable statutes of the State of Colorado.

Attendance The following Directors and/or Chairs were present and acting:

- Mary Anne Metternick, President
- Zach Locke

Also in attendance was:

- Shannon Patterson, Recording Secretary for the Meeting
- Keith Ruebsam, Homeowner

The following Directors and/or Chairs were not present:

- Kevin French
- Roy Sante- Chair of the Architecture Control Committee

**Call To
Order**

The Regular Meeting of the Board of Directors of Bellyache Ridge Homeowners Association was called to order by Director Mary Anne Metternick on April 8th, 2020 at 6:09 p.m. noting that a quorum was present.

**Treasurer's
Report**

The BRHOA Statement of Net Position dated March 31st, 2020 Actuals was reviewed, as prepared by Marchetti & Weaver, LLC. The report shows at the end of March Current Revenues of \$13,679. Expenditures totaled \$2,238 and as of Q1 the BRHOA is \$11,512 under budget. Overall, the BRMD remains in sound financial position, able to meet the estimated operating costs and continuing to contribute to the BRHOA Fund in 2020.

**Accounts
Payables**

A motion was brought forth to pay American Conservation & Billing 2020 Late Fee Letters invoice in the amount of \$47.50.

A motion was brought forth to pay the Canyon Insurance 2020-2021 D&O Insurance invoice in the amount of \$995.00.

Bellyache Ridge Homeowners Association Board of Directors, April 8th, 2020 Meeting Minutes

A motion was brought forth to pay the Philadelphia Insurance 2020-2021 General Liability Insurance invoice in the amount of \$676.00.

A motion was brought forth to pay Jeffrey Seidel his refund for the Compliance Deposit on behalf of the ACC in the amount of \$1,000.00.

RESOLVED To pay the March 16th, 2020 accounts payable of \$2,908.50.

A motion was brought forth to pay Marchetti & Weaver for 1st Qtr. 2020 Accounting/Administration invoice in the amount of \$989.20.

RESOLVED To pay the April 8th, 2020 accounts payable of \$989.20.

Accounts

Receivables The board reviewed the AR Aging Report as of April 3rd, 2020.

None of the accounts are 90 past-due at this time.

Minutes

The Board reviewed the minutes from the last Board meeting on February 19th, 2020. A motion to accept the minutes as presented was made; it was seconded, and by motion duly made and seconded, it was unanimously:

RESOLVED to approve the February 19th, 2020 Regular Meeting minutes as presented.

**Architecture
Control
Committee**

Unfortunately, the ACC Chairman, Mr. Roy Sante, was unable to attend due to an injury. Due to the current COVID Pandemic no construction work is currently going on in the HOA. However, the board agreed that with Roy being injured that an alternate member of the ACC would cover to answer any questions for future projects that homeowners may have and to process any application paperwork.

The 257 Big Dipper Aldrich house is still in progress.

The 46 Big Dipper Rd. Seidel project is completed and the refund check has been issued.

The 5339 Bellyache Ridge Rd. Metternick residence is renewing their application with Eagle County and hope to begin work in the Spring.

Bellyache Ridge Homeowners Association Board of Directors, April 8th, 2020 Meeting Minutes

Old**Business**

Director Zach Locke invited Mr. Eric Lovgren, an Eagle County Wildfire Mitigation Coordinator, to join the Conference Call Meeting. Mr. Lovgren graciously answered several questions and advised on best practices in order to successfully offer a cooperative program where BR Homeowner's can dispose of tree deadfall and slash in order to mitigate Forest Fire Risk. Slash can be defined as anything that can be easily picked up and thrown safely into a wood chipper. Mr. Lovgren volunteered to provide the board with a list of Best Practices and Acceptable/Non-Acceptable deadfall based off our local vege-culture to be communicated to all homeowners. After further debate on: the logistics of the locations, funding details, how residents would haul their deadfall and slash if they don't have the means necessary or due to steep grade lots, and how best to communicate this initiative. It was decided that a curbside option would be best. The Board would work to communicate the project to Homeowner's as soon as the last details are finalized via the www.bellyachesubdivision.com webpage, the Bellyache Ridge Homeowner's Facebook Group, and also in the Annual HOA Meeting letter sent out. Eagle County will contribute up to \$2,500 in County funds towards the chipping and disposal of the deadfall in 2020; however, this contribution cannot be guaranteed in future years. The board agreed that the project is indeed of sound and responsible use of the BRHOA funds. At this time the BRHOA board feels the best time to execute this project would be in June and Homeowner's are asked to have all deadfall and slash placed at the end of their driveway no later than June 12, 2020 pending snowmelt and before the underbrush grows. The program would be an optional opportunity to all homeowners to participate. A motion to move forward with the Deadfall Wood Chipping Project was made; it was seconded, and by motion duly made and seconded, it was unanimously:

RESOLVED to move forward with the Deadfall Wood Chipping Project.

Due to the current COVID Pandemic, the board discussed different options for how best to hold the June 2020 Annual BRHOA Meeting. Options were pushing it back to late summer/early Fall. Another option, was to keep the meeting as is, and hold it as a Community Conference Call. Either way, it was agreed upon that this years' attendance will most likely be lax with current events and to circle back in late May to see what the current guidelines are for social distancing. At this time, the Annual BRHOA meeting is slated for June 28th, 2020.

The No Trespassing signage posted by a homeowner adjacent to the easement from Little Dipper Rd. to Bellyache Ridge Rd. was brought forth again for review. It is the Board's understanding at this time that the access issue has been rectified by the Homeowner's themselves.

**Adjournment
and Notice of**

Next Meeting The next meeting will be held on June, 10th 2020 at 6pm via a Conference Call. A motion was brought forth by President Mary Anne Metternick it was approved by all

Bellyache Ridge Homeowners Association Board of Directors, April 8th, 2020 Meeting Minutes

board members present. There being no further business to come before the Board and by motion duly made and seconded, it was unanimously:

RESOLVED to adjourn the Regular Meeting of the Bellyache Ridge Homeowners Association Board of Directors this 8th day of April 2020, at 7:51 p.m.

Respectfully submitted,

Shannon Patterson
Acting Recording Secretary for the Meeting

Bellyache Ridge Homeowners Association Board of Directors, June 17th, 2020 Meeting Minutes

**Minutes of the Regular Meeting
of the Bellyache Ridge
Homeowners Association
Board of Directors
June 17th, 2020**

A Regular Meeting of the Board of Directors of the Bellyache Ridge Homeowners Association was held on June 17th, 2020 at 6:08 p.m. via a Conference Call due to the COVID Pandemic and Stay at Home Order, in Wolcott, Eagle County, Colorado, in accordance with the applicable statutes of the State of Colorado.

Attendance The following Directors and/or Chairs were present and acting:

- Mary Anne Metternick, President
- Zach Locke

Also, in attendance was:

- Shannon Patterson, Recording Secretary for the Meeting
- Keith Ruebsam, Homeowner

The following Directors and/or Chairs were not present:

- Kevin French
- Roy Sante- Chair of the Architecture Control Committee

**Call To
Order**

The Regular Meeting of the Board of Directors of Bellyache Ridge Homeowners Association was called to order by Director Mary Anne Metternick on June 17th, 2020 at 6:08 p.m. noting that a quorum was present.

**Treasurer's
Report**

The BRHOA Statement of Net Position dated May 31st, 2020 Actuals was reviewed, as prepared by Marchetti & Weaver, LLC. The report shows at the end of March Current Revenues of \$13,671. Expenditures totaled \$3,406 and YTD the BRHOA is \$10,336 under budget. Overall, the BRMD remains in sound financial position, able to meet the estimated operating costs and continuing to contribute to the BRHOA Fund in 2020.

**Accounts
Payables**

A motion was brought forth to pay American Conservation & Billing Title Request invoice in the amount of \$25.00.

A motion was brought forth to pay Vail Valley Bookkeeping April Meeting Minutes invoice in the amount of \$150.00.

Bellyache Ridge Homeowners Association Board of Directors, June 17th, 2020 Meeting Minutes

RESOLVED To pay the June 17th, 2020 accounts payable of \$175.00.

Accounts

Receivables The board reviewed the AR Aging Report as of June 8th, 2020.

In review two accounts are past due for their Annual Dues. President Metternick will be reaching out to those residents personally to follow up with them.

Minutes The Board reviewed the minutes from the last Board meeting on April 8th, 2020. A motion to accept the minutes as presented was made; it was seconded, and by motion duly made and seconded, it was unanimously:

RESOLVED to approve the April 8th, 2020 Regular Meeting minutes as presented.

Architecture**Control**

Committee Unfortunately, the ACC Chairman, Mr. Roy Sante, was unable to attend. President Mettski gave an update to the board:

The 257 Big Dipper Aldrich house is still in progress.

The 5339 Bellyache Ridge Rd. Metternick residence will have the roof replaced by September.

Resident Keith Ruebsam asked if the ACC Board had had a chance to review the updated "Bellyache Design Guidelines Version 3.0" that he sent. According to President Metternick the ACC had met recently, however there was still no consensus on how yet to proceed at this time.

Old**Business**

All those present at the meeting commented on the wonderful participation by the BRHOA community on the Deadfall Wood Chipping Project. With this cooperative program BR Homeowner's can dispose of tree deadfall and slash in order to mitigate Forest Fire Risk. A majority of homeowner's did participate which was more than the board had originally anticipated. It was noted that perhaps the increase in participation was partly due to 1) The COVID work environment and that many residents are without work right now, so they had more time. 2) That the amount of deadfall was higher than expected because a program like this has never been offered before. Therefore, now that many lots are caught up, perhaps next year there will be less volume.

Director Locke spoke with Don McCracken owner of Groundskeeper Tree Co. and asked him for an estimate on the cost. Due to the successful participation and high volume of deadfall the cost is estimated to be higher than what he had originally quoted. Although Mr. McCracken, kindly offered to stick to the original offer; the HOA board agreed that the work was very well done and that the BRHOA would pay him fairly for the amount of work done. Upon further review of the Budget, the

Bellyache Ridge Homeowners Association Board of Directors, June 17th, 2020 Meeting Minutes

Board anticipates in coming under budget in certain expenditure lines for the year which would help to counterbalance the over budget costs of the tree removal. Eagle County will still contribute up to \$2,500 in County funds towards the chipping and disposal of the deadfall in 2020; however, this contribution cannot be guaranteed in future years. The final numbers will be reviewed in the August 2020 Board Meeting for the 2021 Budget.

Due to the current COVID Pandemic, this year's Annual BRHOA Meeting will be held as a Community Conference Call. Information on how to dial in for the meeting has been posted on www.bellyachesubdivision.com and mailed out to residents. At this time, the Annual BRHOA meeting is slated to begin promptly at 4pm on Sunday, June 28th, 2020.

New**Business**

President Metternick proposed again if there was any interest between the BRHOA and the BRMD to combine into one board for 2021. Upon a short consensus it was agreed that since the BRMD is a larger Board that perhaps the question should start with them at the August meeting to see if there is any interest.

**Adjournment
and Notice of**

Next Meeting The next meeting will be held on August 19th 2020 at 6pm via a Conference Call. A motion was brought forth by President Mary Anne Metternick it was approved by all board members present. There being no further business to come before the Board and by motion duly made and seconded, it was unanimously:

RESOLVED to adjourn the Regular Meeting of the Bellyache Ridge Homeowners Association Board of Directors this 17th day of June 2020, at 6:36 p.m.

Respectfully submitted,

Shannon Patterson
Acting Recording Secretary for the Meeting

Bellyache Ridge Homeowners Association Board of Directors, June 28th, 2020 Meeting Minutes

**Minutes of the Annual Meeting
of the Bellyache Ridge
Homeowners Association**

June 28th, 2020

The Annual Meeting of the Bellyache Ridge Homeowners Association was held on June 28th, 2020 at 4:00 p.m. via a Conference Call in Wolcott, Eagle County, Colorado, in accordance with the applicable statutes of the State of Colorado.

Attendance The following directors and chair were present and acting:

- Mary Anne Metternick, President
- Zach Locke

The Following director and Committee Chair were not present:

- Kevin French
- Roy Sante – Chair of the Architecture Control Committee

The following residents were also in attendance:

- Shannon Patterson, Recording Secretary for the Meeting
- Ray Selvy – Bellyache Ridge Metro Board President
- Keith Ruesbam – Bellyache Metro Board Director
- Deb Worley - Resident
- Jan Strauch – Resident
- Mary Pierce - Resident

**Call To
Order**

The Annual Meeting of the Bellyache Ridge Homeowners Association was called to order by President Mary Anne Metternick on June 28th, 2020 at 4:00 p.m. welcoming everyone to the meeting via a Conference Call.

Board

Appointment President Mary Anne Metternick brought forth a motion to appoint Zach Locke to the BRHOA Board. Having met the qualifications to be eligible for the board, it was seconded, and unanimously:

RESOLVED to appoint Zach Locke to the BRHOA Board.

Financial

In review of the Financials the wood chipping project did come in over by roughly \$5K, however the HOA board was able to reallocate some unused funds for the year to cover the remainder due. The wood chipping was a great success and the HOA

Bellyache Ridge Homeowners Association Board of Directors, June 28th, 2020 Meeting Minutes

hopes to continue on with this as an annual program for our local homeowners. The BRMD is also adding in a Budget line in 2021 to deal with the deadwood on the BRMD land. BRMD President Ray Selvy commended Director Zach Locke on his work with the wood chipping project.

**Architecture
Control**

Committee President Mary Anne Metternick reviewed some potential plans on future projects in the absence of ACC Chairman Roy Sante.

The ACC is currently working on updating and revising the ACC Design Guidelines document.

**Bellyache
Ridge Metro
District
Water
Report**

President Ray Selvy of the Bellyache Ridge Metro District updated the attendees on the current projects that the Metro Board is working on.

- The water supply stats show that all 3 of the Wells are in good standing with water level despite the recent dry summer.
- We lost Pump Station 1 and 2 about a week ago due a 50 year old electrical cable that failed. As a result those two pumps are not working and Pump 3 is being used exclusively until they can fix the electrical this coming Tuesday.
- As of May 31, 2020 the ending fund is \$183K for the BRMD. The board paid off a loan for a previous well and is debt free at this point. The water rates were increased by 2% in 2020 for the first time in many years. Currently the BRMD is in very good shape financially.
- 2020 Capital Projects and Repairs & Maintenance the first item is a fire hydrant rebuild on Big Dipper. The floor was damaged on Pump Station 3 and is being repaired. All 3 Pump Stations are all being restrained and sealed. For Capex Projects the BRMD is adding some safety features to assist with the Chlorine fume mitigation. The second is Pump Station 3 is being replaced with appropriate PBC piping versus the current galvanized piping. The roof Pump station 2 roof is being replaced with a metal roof, it currently has a shingled roof. Currently there are about \$36K in repairs which is significantly less than what was spent 2019.
- The BRMD is currently working on a formal Reserve Study for the 2021 year.
- Future projects include underground equipment replacement due to the age of our current system and the creation of a 3rd lower pressure zone on the lower end of the subdivision. Some smaller projects such as replacing piping and repainting fire hydrants are also in the plans.

Bellyache Ridge Homeowners Association Board of Directors, June 28th, 2020 Meeting Minutes

- Lastly, a friendly reminder on the importance of water conservation in our day to day habits.

New Business The Trenching equipment up by the tower is currently putting in a new fiber optic line. Apparently there are 5 lines buried there that belongs to the tower and the company responsible for it. Please do not expect it to enhance our internet speed here in the subdivision.

They will be repaving some of the Bellyache Ridge Rd. sometime in August from the edge of Red Sky down to Park and Ride Lot.

President Mary Anne Metternick announced that this might be her very last Board Meeting as she's turning 80 soon.

**Adjournment
and Notice of**

Next Meeting The next meeting, which is the Board of Directors HOA Meeting, will be held on Wednesday, August 19th, 2020 at 6:00pm via a Conference Call. A motion was brought forth by President Mary Anne Metternick and Director Zach Locke seconded the meeting date and time. There being no further business to come before the Board and by motion duly made and seconded, it was unanimously:

RESOLVED to adjourn the Annual HOA Meeting of the Bellyache Ridge Homeowners Association this 28th day of June, 2020, at 4:34 p.m.

Respectfully submitted,

Shannon Patterson
Acting Recording Secretary for the Meeting

Bellyache Ridge Homeowners Association Board of Directors, August 19th, 2020 Meeting Minutes

**Minutes of the Regular Meeting
of the Bellyache Ridge
Homeowners Association
Board of Directors
August 19th, 2020**

A Regular Meeting of the Board of Directors of the Bellyache Ridge Homeowners Association was held on August 19th, 2020 at 6:02 p.m. via a Conference Call due to the COVID Pandemic and Stay at Home Order, in Wolcott, Eagle County, Colorado, in accordance with the applicable statutes of the State of Colorado.

Attendance The following Directors and/or Chairs were present and acting:

- Mary Anne Metternick, President
- Zach Locke
- Roy Sante- Chair of the Architecture Control Committee

Also in attendance was:

- Shannon Patterson, Recording Secretary for the Meeting
- Keith Ruebsam, Homeowner

The following Directors and/or Chairs were not present:

- Kevin French

**Call To
Order**

The Regular Meeting of the Board of Directors of Bellyache Ridge Homeowners Association was called to order by Director Mary Anne Metternick on August 19th, 2020 at 6:02 p.m. noting that a quorum was present.

**Treasurer's
Report**

The BRHOA Statement of Net Position dated July 31st, 2020 Actuals was reviewed, as prepared by Marchetti & Weaver, LLC. The report shows at the end of July Current Revenues of \$13,873. Expenditures totaled \$8,914 and YTD the BRHOA is \$5,030 under budget. Overall, the BRMD remains in sound financial position, able to meet the estimated operating costs and continuing to contribute to the BRHOA Fund in 2020.

**Accounts
Payables**

A motion was brought forth to pay Colorado Dept. of Revenue 2019 State Taxes invoice in the amount of \$19.00.

A motion was brought forth to pay the Groundskeeper Community Tree Removal invoice in the amount of \$7,875.00.

Bellyache Ridge Homeowners Association Board of Directors, August 19th, 2020 Meeting Minutes

A motion was brought forth to pay the Internal Revenue Service 2019 Federal Taxes invoice in the amount of \$47.00.

A motion was brought forth to pay Vail Valley Bookkeeping June Meeting Minutes invoice in the amount of \$100.00.

RESOLVED To pay the July 15th, 2020 accounts payable of \$8,041.00.

A motion was brought forth to pay Marchetti & Weaver 2nd Quarter Accounting/Administration invoice in the amount of \$1,463.26.

RESOLVED To pay the August 19th, 2020 accounts payable of \$1,463.26.

Accounts

Receivables All accounts were paid and up to date.

Minutes The Board reviewed the minutes from the last Board meeting on June 17th, 2020. A motion to accept the minutes as presented was made; it was seconded, and by motion duly made and seconded, it was unanimously:

RESOLVED to approve the June 17th, 2020 Regular Meeting minutes as presented.

**Architecture
Control**

Committee The ACC Chairman, Mr. Roy Sante, gave an update to the board:

The 257 Big Dipper Aldrich house is still in progress and hope to have their Temporary Certificate of Occupancy before the end of August.

The 5339 Bellyache Ridge Rd. Metternick residence will have the roof replaced this Fall.

The board then discussed how best to remind all residents of the importance of filling out the Application for all exterior home improvement projects prior to starting them. The board members debated on how best to make the application more obvious to homeowners on the webpage. The current Design Guidelines and the Application can be found on the website at:

www.bellyachesubdivision.com/p/homeowners-association.html

**Old
Business**

All those present at the meeting commented on the wonderful participation by the BRHOA community on the Deadfall Wood Chipping Project. President Metternick then asked the HOA Board if there was any interest or ideas on how the HOA could work and support the BRMD in 2021 with their Deadfall project on BRMD lands. BRMD Keith Ruebsam explained that the BRMD has budgeted for the first time

Bellyache Ridge Homeowners Association Board of Directors, August 19th, 2020 Meeting Minutes

ever funds to assist with this project however the BRMD Board has tabled discussion on how to handle it until the January 2021 meeting.

New

Business

Director Zach Locke brought up the lack of consistent internet band width and frequent outages. The board agreed after generous input that perhaps the HOA could work with an account representative at CenturyLink to find out if it's possible to better the internet service for all of Bellyache Ridge HOA residents.

**Adjournment
and Notice of**

Next Meeting The next meeting will be held on October 21st 2020 at 6pm via a Conference Call. A motion was brought forth by President Mary Anne Metternick it was approved by all board members present. There being no further business to come before the Board and by motion duly made and seconded, it was unanimously:

RESOLVED to adjourn the Regular Meeting of the Bellyache Ridge Homeowners Association Board of Directors this 19th day of August 2020, at 7:00 p.m.

Respectfully submitted,

Shannon Patterson
Acting Recording Secretary for the Meeting

Bellyache Ridge Homeowners Association Board of Directors, October 21st, 2020 Meeting Minutes

**Meeting Notes
of the Bellyache Ridge
Homeowners Association
October 21st, 2020**

A Regular Meeting of the Board of Directors of the Bellyache Ridge Homeowners Association was held on October 21st, 2020 at 6:07 p.m. via a Conference Call due to the COVID Pandemic and Stay at Home Order, in Wolcott, Eagle County, Colorado, in accordance with the applicable statutes of the State of Colorado.

Attendance The following Directors and/or Chairs were present and acting:

- Zach Locke
- Roy Sante- Chair of the Architecture Control Committee

Also in attendance was:

- Shannon Patterson, Recording Secretary for the Meeting
- Keith Ruebsam, Homeowner

The following Directors and/or Chairs were not present:

- Kevin French
- Marry Anne Metternick - President

**Call To
Order**

The Regular Meeting of the Board of Directors of Bellyache Ridge Homeowners Association was not called to order by Director Zach Locke on October 21st, 2020 at 6:07 p.m. noting that a quorum was not present. As a result, the board held an informal discussion on the next steps for the remainder of 2020.

**New
Business**

It was with great sadness, that the news of President Mary Anne Metternick's resignation was shared with the group. After more than 20 years of serving on the Bellyache Ridge HOA and Metro Board, both boards have agreed to work to ensure that Mary Anne's legacy is honored within the Bellyache Ridge Community.

As a result of President Metternick's resignation the HOA is currently seeking a replacement Board Member. It was discussed if the board should remain as small as 3 people, or if with absenteeism, it may be advantageous to increase the board size to 4 or 5 people so as to ensure there is a quorum at each meeting. Director Zach Locke agreed that he would reach out to Director Kevin French to see if he wishes to remain on the HOA for the remainder of 2020. Director Locke also added that he would send an email out to Mary Anne's old Distribution list to residents stating that

Bellyache Ridge Homeowners Association Board of Directors, October 21st, 2020 Meeting Minutes

the Board is accepting applications at this time. Shannon Patterson said that she would also post the information on the Bellyache Ridge Group Facebook and Keith Ruebsam would add it to the website.

The HOA Board goal at this time is fill the current vacancy and at least reach a quorum so that the 2021 Budget can be ratified in a timely manner.

**Architectural
Control**

Committee Chairman Roy Sante quickly added that there are no new projects at this time and that the Aldrich residence continues to remain in progress.

**Next
Meeting** The next meeting will be held on December 16th 2020 at 6pm via a Conference Call.

Respectfully submitted,

Shannon Patterson
Acting Recording Secretary for the Meeting

Bellyache Ridge Homeowners Association Board of Directors, December 2nd, 2020 Meeting Minutes

**Minutes of the Special Meeting
of the Bellyache Ridge
Homeowners Association
Board of Directors
December 2nd, 2020**

A Special Meeting of the Board of Directors of the Bellyache Ridge Homeowners Association was held on December 2nd, 2020 at 6:05 p.m. via a Conference Call due to the COVID Pandemic and Stay at Home Order, in Wolcott, Eagle County, Colorado, in accordance with the applicable statutes of the State of Colorado.

Attendance The following Directors and/or Chairs were present and acting:

- Zach Locke

Also in attendance was:

- Shannon Patterson, Recording Secretary for the Meeting
- Keith Ruebsam, Homeowner
- Laura Waniuk, Board Applicant

The following Directors and/or Chairs were not present:

- Kevin French

**Call To
Order**

The Special Meeting of the Board of Directors of Bellyache Ridge Homeowners Association was called to order by Director Zach Locke on December 2nd, 2020 at 6:05 p.m. noting that a quorum was not present.

**New
Business**

Director Kevin French formally submitted his resignation to the HOA Board effective November 3rd, 2020.

BRHOA Board applicant, Laura Waniuk, contended her qualifications; citing her previous experience serving as a Secretary on a HOA in Seattle. Keith Ruebsam and Director Zach Locke both reviewed the BR HOA Website, reoccurring meeting dates, and where the founding BR HOA documents and duties could be found for review as a new board member.

Director Zach Locke appointed Laura Waniuk and Mary Anne Pierce formally to the HOA Board.

All of the HOA Board Members are up for reelection this coming June 2021.

At the regular December 16th HOA Meeting, titles will be assigned.

Bellyache Ridge Homeowners Association Board of Directors, December 2nd, 2020 Meeting Minutes

**Adjournment
and Notice of**

Next Meeting The next meeting will be held on December 16th, 2020 at 6pm via a Conference Call. A motion was brought forth by Director Zach Locke to adjourn the special meeting, it was approved by all board members present. There being no further business to come before the Board and by motion duly made and seconded, it was unanimously:

RESOLVED to adjourn the Special Meeting of the Bellyache Ridge Homeowners Association Board of Directors this 2nd day of December 2020, at 6:22 p.m.

Respectfully submitted,

Shannon Patterson
Acting Recording Secretary for the Meeting