

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

Bellyache Ridge Homeowners Association
PO Box 696
Gypsum, CO 81637
Email: bellyacheridge@gmail.com

Designated Agent:

Vail Valley Bookeeping, LLC
PO Box 223
Wolcott, CO 81655
Shannon Crockett; shannonyogavail@gmail.com; 970-343-1002

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

Contents

- Fiscal Year Commences: January 1st, 2025
- Current Year Budget
- List of current Regular and special assessments, by unit type: included with budget
- Prior year annual financial statements, including reserve funds if applicable
- Association insurance policies: see attached Summary of Policies
- Association governing documents:
 - Article of Incorporation
 - Rules & Regulations
 - Bylaws
 - Protective Covenants
 - Design Guidelines
- Prior year minutes of executive board and member meetings
- Most recent audit or financial review: NOT APPLICABLE AT THIS TIME
- Association Responsible Governance Policies under §38-33.3-209.5
 - **DO NOT HAVE:**
 - Collections of unpaid assessments
 - Handling of conflicts of interest involving board members
 - Conduct of meeting
 - Enforcement of covenants and rules
 - Inspection of copying of records by unit owners
 - Investment of reserve funds
 - Procedures for adoption of policies, procedures, and rules
 - Procedures for address disputed between Association and unit owners
 - Reserve study requirements

BELLYACHE RIDGE ASSOCIATION 2024 PROJECTION AND 2025 BUDGET

	Approved	Approved
	2024	2025
	Annual Budget	Annual Budget
Operating Income/Expense		
Income		
Homeowners Dues	15,200.00	15,200.00
Interest Income	100.00	4,351.08
Rebiling Fees	300.00	-
Misc Income/Title Request Fees	200.00	-
Total Income	15,800.00	19,551.08
Expense		
Operating Expenses		
Contingency	600.00	600.00
Accounting Fees	5,800.00	4,725.00
Administration	1,000.00	1,500.00
Annual Assessment Billing	600.00	350.00
Bank Service Charges	50.00	50.00
Annual Meeting	600.00	600.00
Insurance Expense	1,900.00	2,626.08
Landscaping	7,500.00	7,500.00
Office Supplies	200.00	600.00
Roadway/Entry Signs	1,000.00	1,000.00
Newsletters	250.00	-
Total Operating Expenses	19,500.00	19,551.08
Net Operating Income	(3,700.00)	-

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Bellyache Ridge Homeowners Association
PO Box 696
Gypsum, CO 81637
Email: bellyacheridge@gmail.com

Current Regular and Special Assessments, Fees and Charges

Assessment

Unit Type: Lot Residence

Annual Assessment: \$200

Count: 76 Lots

Total Annual Assessment: \$15,200

Working Capital \$200

Special Assessments \$0

Title Statement preparation fee \$50

Rush preparation fee additional \$50

Record Change fee \$0

Document access fee \$0

All documents available at websites:

<https://bellyacheridgehoa.com/>

Bellyache Ridge HOA

<https://bellyachesubdivision.com/>

Bellyache Ridge Metro District

BELLYACHE RIDGE ASSOCIATION
BALANCE SHEET
Dec 31, 2024

Assets

Cash

1st Bank Checking	5,602.88
1st bank Money Market	2,007.88
Bill.com Money Clearing	600.09
Alpine Bank CD 13 Month Exp 6/3/25 4.55%	40,527.34
Alpine Bank CD 5 Month Exp 4/7/25 4.12%	35,366.83
Total Cash	<u>84,105.02</u>

Other Current Assets

Accounts Receivable -Owner Assessments	(600.00)
A/R - Other	(229.08)
Save the Eagles Wolcott Project	152.85
Prepaid Expense	656.44
Prepaid Insurance	-
Total Current Assets	<u>(19.79)</u>

Total Assets

84,085.23

Liabilities and Equity

Accounts Payable	323.00
Accrued Accounts Payable	-
Compliance Deposits	1,000.00
Total Liabilities	<u>1,323.00</u>

Equity

Capital Reserve	83,596.97
Net Operating Surplus (Deficit)	(834.74)
Total Equity	<u>82,762.23</u>

Total Liabilities and Equity

84,085.23

BELLYACHE RIDGE ASSOCIATION
STATEMENT OF PROFIT AND LOSS
For Twelve Months ending December 31, 2024

	YTD Actual	YTD Budget	Variance Actual to Budget (unfavorable)	FYE 12/31/2024 Annual Budget
Revenues				
Homeowners Dues	15,200.00	15,200.00	-	15,200.00
Interest Income	4,165.15	100.00	4,065.15	100.00
Rebiling Fees	-	300.00	(300.00)	300.00
Misc Income/Title Request Fees	88.72	200.00	(111.28)	200.00
Total Income	19,453.87	15,800.00	3,653.87	15,800.00
Expense				
OPERATING EXPENSES				
Contingency	-	600.00	600.00	600.00
Accounting Fees	4,693.50	5,800.00	1,106.50	5,800.00
Administration	1,699.79	1,000.00	(699.79)	1,000.00
Annual Assessment Billing	348.00	600.00	252.00	600.00
Bank Service Charges	117.71	50.00	(67.71)	50.00
Annual Meeting	160.43	600.00	439.57	600.00
Insurance Expense	1,969.56	1,900.00	(69.56)	1,900.00
Landscaping	10,667.54	7,500.00	(3,167.54)	7,500.00
Office Supplies	607.69	200.00	(407.69)	200.00
Roadway/Entry Signs	24.39	1,000.00	975.61	1,000.00
Newsletters	-	250.00	250.00	250.00
Total OPERATING EXPENSES	20,288.61	19,500.00	(788.61)	19,500.00
Net Surplus (Deficit)	(834.74)	\$ (3,700.00)	2,865.26	\$ (3,700.00)

BELLYACHE RIDGE ASSOCIATION
CAPITAL RESERVE
Dec 31 2024

Reseve Beginning Balance	\$	86,155.92
Transfer 2023 Operating Deficit		(2,558.95)
Total		83,596.97

Current Year Funding
Current Year Interest

Current Year Capital Reserve Expenses

Total Capital Reserve Expenses		-
Ending Balance Capital Reserve		83,596.97



PHILADELPHIA INDEMNITY INSURANCE COMPANY

PI-CAP-002 (11/17)

One Bala Plaza, Suite 100, Bala Cynwyd, Pennsylvania 19004

610.617.7900 Fax: 610.617.7940

COMMUNITY ASSOCIATION EXECUTIVE ADVANTAGE POLICY

DECLARATIONS

NOTICE: THIS IS A CLAIMS-MADE POLICY. THIS POLICY COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR DISCOVERY PERIOD, IF APPLICABLE, AND REPORTED TO THE INSURER AS SOON AS PRACTICABLE BUT IN NO EVENT LATER THAN 90 DAYS AFTER THE END OF THE POLICY PERIOD. PLEASE READ THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

UNLESS AMENDED BY ENDORSEMENT, AMOUNTS INCURRED AS DEFENSE COSTS SHALL BE IN ADDITION TO THE LIMIT OF LIABILITY AND SHALL NOT BE APPLIED AGAINST THE APPLICABLE RETENTION.

THE INSURER HAS THE DUTY TO DEFEND.

POLICY NUMBER: PCAP043781-0124

PRODUCER: GIG Insurance Group, Inc.

RENEWAL OF:

ITEM I. NAME AND ADDRESS OF PARENT ORGANIZATION:

Physical:

Bellyache Ridge Homeowners Association
Bellyache Ridge Road
Wolcott, CO 81655

Mailing: Janine Frew, High Altitude Accounting
Bellyache Ridge Homeowners Association
PO Box 696
Gypsum, CO 81637

ITEM II.	POLICY PERIOD:	Inception Date: <u>05/10/24</u> Expiration Date: <u>05/10/2025</u> (12:01 A.M. at the address set forth in Item I)
ITEM III.	LIMIT OF LIABILITY:	<u>\$2,000,000</u> in the aggregate for the Policy Year
ITEM IV.	RETENTION:	<u>\$500</u> in the aggregate each Claim
ITEM V.	PRIOR LITIGATION DATE:	<u>05/10/24</u>
ITEM VI.	PREMIUM:	<u>\$1,976.00</u> TRIA Premium: \$0.00

ITEM VII. ENDORSEMENTS FORMING PART OF THIS POLICY AT ISSUANCE:

PCAP-PIBELL1-BELL. PCAP-PICAPETS-OFAC. PCAP-PICME1-CRISIS. PCAP-PISLD001-TRIACAPLOSS
PCAP-PICAP021-WAGEHOUR. PCAP-PITERDN1-TRIANOTICE. PCAP-PICAP022-DEFENSECOSTS PCAP-PICAP020-ENDORSEMENTS

This Declarations page, together with the **Application**, the attached Community Association Policy Form, and all endorsements thereto, shall constitute the contract between the Insurer and the **Insureds**. This Policy is valid only if signed below by a duly authorized representative of the Insurer.

This policy has been signed by the Company's President and Secretary.

President

Secretary

Authorized Representative

PI-CAP-002 (11/17)

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COMMUNITY ASSOCIATION EXECUTIVE ADVANTAGE POLICY

NOTICE: THIS IS A CLAIMS-MADE POLICY. THIS POLICY COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR DISCOVERY PERIOD, IF APPLICABLE, AND REPORTED TO THE INSURER AS SOON AS PRACTICABLE BUT IN NO EVENT LATER THAN 90 DAYS AFTER THE END OF THE POLICY PERIOD. PLEASE READ THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

UNLESS AMENDED BY ENDORSEMENT, AMOUNTS INCURRED AS DEFENSE COSTS SHALL BE IN ADDITION TO THE LIMIT OF LIABILITY AND SHALL NOT BE APPLIED AGAINST THE APPLICABLE RETENTION.

THE INSURER HAS THE DUTY TO DEFEND.

(Words and phrases printed in **bold** , other than in the headings, are defined in Section 23 below.)

In reliance upon the truthfulness and accuracy of the statements made in the **Application**, in consideration of, and subject to, the payment of premium when due, and subject to the terms, conditions, and exclusions of this Policy, the Insurer and the **Insureds** agree as follows:

1. **Insuring Agreement:** The Insurer shall pay on behalf of the **Insureds** all **Loss** which they shall become legally obligated to pay as a result of a **Claim** first made during the **Policy Period** or **Discovery Period**, if applicable, against the **Insureds** for a **Wrongful Act** which takes place before or during the **Policy Period**.
2. **Defense Costs and Settlements:**
 - 2.1 It shall be the right and duty of the Insurer to defend any **Claim**. The Insurer may investigate, as it deems appropriate, any **Claim**, circumstance, or **Wrongful Act** involving the **Insureds**.
 - 2.2 The **Insureds** shall not incur any **Defense Costs**, admit any liability, assume any obligation, agree to any settlement, or make any settlement offer with respect to any **Claim** without the Insurer's prior written consent, which shall not be unreasonably withheld. The Insurer shall not be liable for any **Defense Costs** incurred or any admissions, obligations, agreements, or settlements made by the **Insureds** without the Insurer's prior written consent.
 - 2.3 The Insurer has the right to negotiate the settlement of any **Claims** it deems expedient, but only with the **Insured's** consent. If the **Insureds** withhold consent to such settlement, the Insurer's liability for such **Claim** is limited to the amount in excess of the Retention which the Insurer would have contributed to the settlement had the **Insured** consented to the settlement, plus **Defense Costs** covered by the Policy incurred prior to the date of such refusal to settle.
3. **Cooperation:** As a condition precedent to the **Insureds'** rights under this Policy, they shall give to the Insurer all information and cooperation as the Insurer reasonably may require and shall do nothing that may prejudice the Insurer's position or its rights of recovery.
4. **Claim Exclusions:** This Policy does not apply to any **Claim** made against any **Insured** for:

4.1

- (a) bodily injury, sickness, disease, death; or
- (b) emotional distress, mental anguish, false arrest or imprisonment, abuse of process, malicious prosecution, libel, slander, defamation, violation or invasion of any right of privacy or private occupancy, trespass, nuisance or wrongful entry or eviction; or
- (c) damage to, destruction of, or loss of use of any tangible property;

provided, however, that part (b) of this exclusion shall not apply to any **Claim** brought by or on behalf of any **Third Person** or past, present or prospective **Insured Person** for an **Employment Practices Wrongful Act**;

4.2 for any error, misstatement, misleading statement, act, omission, neglect or breach of duty by **Insured Persons** of any **Subsidiary** in such capacity or by the **Subsidiary** itself if such error, misstatement, misleading statement, act, omission, neglect or breach of duty actually or allegedly occurred, in whole or in part, when such entity was not a **Subsidiary**;

4.3 based upon, arising from, or in any way related to any error, misstatement, misleading statement, act, omission, neglect or breach of duty which has been reported or has been the subject of any notice under any insurance policy of which this Policy is a renewal or replacement or under any other policy which it may succeed in time;

4.4 for any actual or alleged violation of the Employee Retirement Income Security Act of 1974, amendments thereto or similar federal, state, local or common law;

4.5 based upon, arising from, or in any way related to:

- (a) any demand, suit, or other proceeding against any **Insured** which has been made, which existed, or was pending prior to the applicable Prior Litigation Date set forth in Item V of the Declarations; or
- (b) the same or substantially the same facts, circumstances or allegations involved in such demand, suit, or other proceeding;

4.6 brought or maintained by or on behalf of the **Insured Organization**;

4.7 based upon, arising from, or in any way related to the actual, alleged, or threatened discharge, dispersal, release or escape of **Pollutants, Fungi** or **Microbes**, or any direction, request or voluntary decision to test for, abate, monitor, clean up, remove, contain, treat, detoxify, or neutralize **Pollutants, Fungi** or **Microbes**;

4.8 based upon, arising from, or in any way related to an **Insured Person** serving as a director, officer, trustee, regent, governor, volunteer, employee, or similar position of any entity other than the **Insured Organization**; or

4.9 based upon, arising from, or in any way related to:

- (a) any **Insureds** gaining in fact any personal profit, remuneration or advantage to which

they were not legally entitled; or

- (b) any deliberately dishonest, malicious or fraudulent act or omission or any willful violation of law by any **Insured**; provided, however, this exclusion shall only apply if it is finally adjudicated that such conduct in fact occurred.

For purposes of determining the applicability of Section 4.9, the **Wrongful Act** of any **Insured Person** shall not be imputed to any other **Insured Person**.

4.10 based upon, arising from, or in any way related to any **Employment Practices Wrongful Act** alleged by or on behalf of an employee of the **Property Manager** .

4.11 based upon, arising from, or in any way related to any **Construction Defect**.

4.12 based upon, arising from, or in any way related to any actual or alleged liability of an **Insured**, in whole or in part, in the capacity as a builder or developer, or in the capacity of a sponsor of the **Organization**, or of an **Insured** affiliated with such a builder, developer or sponsor, and which is related to actual or alleged misconduct on the part of such builder, developer or sponsor, including but not limited to actual or alleged conflict of interest, self- dealing, or disputes concerning conversion, construction or development.

5. Loss Exclusions: The Insurer shall not be liable to pay any **Loss** in connection with any **Claim**:

5.1 for any obligation of the **Insured Organization** to modify any building or property in order to affect compliance with the Americans With Disabilities Act and any amendments thereto or any similar federal, state or local statute, regulation, or common laws; or

5.2 for any actual or alleged liability of any **Insured** under any contract or agreement, express or implied, written or oral, except for employment related obligations which would have attached absent such contract or agreement;

Provided, however, that these exclusions shall not apply to the Insurer's duty to defend and to pay **Defense Costs**.

6. Application Representations and Severability:

6.1 The **Insureds** represent that the statements and representations contained in the **Application** are true and shall be deemed material to the acceptance of the risk or the hazard assumed by the Insurer under this Policy. This Policy is issued in reliance upon the truth of such statements and representations.

6.2 The **Insureds** agree that if the **Application** contains any material statements or representations that are untrue, this Policy shall be void as to the **Insured Organization** and any **Insured Person** who knew the facts that were not truthfully disclosed, provided that such knowledge shall not be imputed to any other **Insured Person**.

7. Reporting Requirements:

7.1 The **Insureds**, as a condition precedent to their rights under this Policy, shall report every **Claim** to the Insurer as soon as practicable from the date any **Executive Officer** has knowledge of the **Claim**, and in no event later than ninety (90) days after the end of the **Policy Period**.

- 7.2 Notice of any **Claim**, circumstance, or **Wrongful Act** shall be forwarded to **Philadelphia Insurance Companies, Attention: Claims Department, One Bala Plaza Suite 100, Bala Cynwyd, Pa 19004-0950 1.800.765.9749 (phone) 1.800.685.9238 (fax) claimsreport@phly.com**
- 7.3 All notices under this Policy shall be sent in writing by mail, prepaid express courier, or facsimile and shall be effective upon receipt thereof by the addressee.
8. **Notice of Circumstance or Wrongful Act:** If during the **Policy Period** or the **Discovery Period** the **Insureds** become aware of any circumstance or **Wrongful Act** that reasonably may be expected to give rise to a **Claim**, and if such circumstance or **Wrongful Act** is reported to the Insurer during the **Policy Period** in writing with details as to the nature and date of such circumstance or **Wrongful Act**, the identity of any potential claimant, the identity of any **Insured Person** involved in such circumstance or **Wrongful Act**, and the manner in which the **Insureds** first became aware of such circumstance or **Wrongful Act**, then any **Claim** subsequently arising from such circumstance or **Wrongful Act** shall be deemed under this Policy to be a **Claim** made during the **Policy Period** in which the circumstance or **Wrongful Act** was first duly reported to the Insurer.
9. **Limit of Liability:**
- 9.1 The Insurer's maximum aggregate Limit of Liability for all **Loss** under this Policy shall be the amount set forth in Item III of the Declarations. Amounts incurred as **Defense Costs** shall be in addition to the Limit of Liability.
- 9.2 All **Claims** arising from the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be deemed one **Claim** and subject to a single limit of liability. Such **Claim** shall be deemed first made on the date the earliest of such **Claims** is first made, regardless of whether such date is before or during the **Policy Period**.
- 9.3 With respect to all **Claims** deemed to have been made in a **Policy Year**, should the Limit of Liability be exhausted by payment of **Loss** resulting from one or more of such **Claims**, the Insurer's duty to defend shall cease and any and all obligations of the Insurer hereunder shall be deemed to be completely fulfilled and extinguished and the Insurer shall have no further obligations hereunder of any kind or nature.
10. **Retention:** The Insurer shall be liable to pay only the amount of covered **Loss** in excess of the applicable Retention amount set forth in **Item IV** of the Declarations. Such applicable Retention shall be uninsured, shall not be applicable to **Defense Costs** and shall be borne by the **Insured Organization**.
11. **Allocation:** If a **Claim** gives rise to **Loss** covered under this Policy and loss not covered under this Policy, either because a **Claim** includes both covered and uncovered matters or both covered and uncovered parties, the **Insureds** and the Insurer shall allocate such amount between covered **Loss** and uncovered loss.
12. **Other Insurance:** If any **Loss** arising from any **Claim** is insured by other valid and collectible insurance, then this Policy shall apply only in excess of the amount of any deductibles, retentions and limits of liability under such other policy or policies, whether such other policy or policies are

stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written specifically excess of this Policy by reference in such other policy to this Policy's Policy Number.

13. Discovery Period:

- 13.1** If the Insurer or the **Parent Organization** fails or refuses to renew this Policy or if the **Parent Organization** cancels this Policy, any **Insured** shall have the right to an extension of the coverage granted by this Policy following the effective date of such cancellation or non-renewal. Such extension of coverage shall apply solely with respect to **Wrongful Acts** taking place before the effective date of such cancellation or non-renewal.
- 13.2** If the Insurer refuses to renew this Policy the **Discovery Period** shall be the period of ninety (90) days from the end of the **Policy Period**, and there shall be no charge for this **Automatic Discover Period** of ninety (90) days. If prior to the end of the **Automatic Discovery Period** the **Parent Organization** pays the Insurer an additional amount equal to thirty-five percent (35%) of the annual premium of this Policy, the term of the **Discovery Period** shall be extended for an additional twelve (12) months from the end of the **Automatic Discovery Period**. Such Discovery Period shall be deemed fully earned as of such date. This extension shall not apply if this Policy is terminated by the Insurer for failure to pay any premium when due.
- 13.3** If the **Parent Organization** fails or refuses to renew or cancels this Policy, the **Parent Organization** may purchase a **Discovery Period** of twelve (12) month from the end of the **Policy Period**, provided that the **Parent Organization** pays the Insurer an additional amount equal to thirty-five percent (35%) of the annual premium of this Policy within thirty (30) days of the end of the **Policy Period**. Such Discovery Period Premium shall be deemed fully earned as of such date.
- 13.4** The extension of coverage for the **Discovery Period** shall not in any way increase the Limit of Liability set forth in Item III of the Declarations. For purposes of the Limit of Liability, the **Discovery Period** is considered to be part of and not in addition to the last **Policy Year**.
- 14. Conversion to Automatic Run-off:**
- 14.1** In the event of a **Change in Control** during the **Policy Period**, coverage under this Policy shall continue until the end of the **Policy Period**, but only with respect to **Claims** for **Wrongful Acts** taking place prior to the effective date of such **Change in Control**. The entire premium for this Policy shall be deemed fully earned as of the effective date of such **Change in Control**.
- 14.2** The **Parent Organization** shall give written notice of such **Change in Control** to the Insurer as soon as practicable, together with such information as the Insurer may reasonably require.
- 15. Subrogation:** If the Insurer pays any **Loss** under this Policy, the Insurer shall be subrogated to the extent of such payment to all rights of recovery thereof. The **Insureds** shall execute all papers required and shall do everything that may be necessary to secure and preserve such rights, including the execution of such documents necessary to enable the Insurer effectively to bring suit in the name of the **Insureds**. The obligations of the **Insureds** pursuant to this Section 15 survive the termination of the **Policy Period**.
- 16. Parent Organization as Authorized Representative :** The **Insureds** agree that the **Parent Organization** shall act on their behalf with respect to all matters under this Policy,

including without limitation the giving and receiving of notices hereunder, the payment or return of premiums, and the negotiation and acceptance of endorsements.

17. Amendment, Assignment and Headings:

17.1 Any amendment to this Policy or assignment of an interest in this Policy, in whole or in part, shall be effective only if made by endorsement to this Policy signed by an authorized representative of the Insurer.

17.2 The headings to the provisions in this Policy, including those found in any endorsements attached hereto, are provided for convenience only and do not affect the construction hereof.

18. Territory: This Policy applies to **Wrongful Acts** occurring anywhere in the world, provided that a **Claim** is brought against the **Insured** within the United States of America, its territories or possessions or Canada.

19. Spousal Benefit: If a **Claim** against an **Insured Person** for a **Wrongful Act** otherwise covered under this Policy includes a claim against his/her legal spouse where the claimant asserts such claim by reason of spousal status or seeks to obtain recovery against property in which such spouse has an interest, the amount which such spouse becomes legally obligated to pay in respect of such **Claim** (including defense costs) shall be deemed the **Loss** and **Defense Costs** of such **Insured Person**, and subject to this Policy's terms, conditions, and exclusions. In any event, this extension shall not cover any conduct or wrongful act committed by such legal spouse.

20. Estates and Legal Representatives: In the event of the death, incapacity, or bankruptcy of an **Insured Person**, any **Claim** made against the estate, legal representatives, heirs, or the assigns of such **Insured Person** for a **Wrongful Act** by such **Insured Person** shall be deemed to be a **Claim** against such **Insured Person**.

21. Termination:

21.1 The Insurer may not cancel this Policy except for non-payment of premium when due. Such cancellation shall be effective as of the inception date of the **Policy Period**.

21.2 The **Parent Organization** may cancel this Policy by sending notice of cancellation to the Insurer. Such cancellation shall be effective on the date the Insurer receives such notice. The **Parent Organization** may not cancel this Policy in anticipation of or after the effective date of a **Change in Control**. In the event the **Parent Organization** cancels this Policy, the Insurer shall retain the customary short rate premium. Payment of any unearned premium by the Insurer shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made as soon as practicable.

21.3 If the Insurer elects not to renew this Policy, the Insurer shall provide the **Parent Organization** with not less than sixty (60) days advance notice thereof.

22. Action Against Insurer:

22.1 No action shall be taken against the Insurer unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this Policy, or the amount of the **Insureds'**

obligation to pay shall have been finally determined either by judgment against the **Insureds** after actual trial, or by written agreement of the **Insureds**, the claimant and the Insurer.

22.2 No person or organization shall have the right under this Policy to join the Insurer as a party to any action against the **Insureds**, nor shall the Insurer be impleaded by the **Insureds** or their legal representatives.

23. Definitions:

23.1 “**Application**” means all signed applications, including attachments and materials submitted therewith or as a part thereof, or incorporated therein, for this Policy and for any policy in an uninterrupted series of policies issued by the Insurer of which this Policy is a direct or indirect renewal or replacement. All such applications, attachments, and materials are deemed attached to and incorporated into this Policy.

23.2 “**Change in Control**” means:

- (a) the acquisition by another entity of voting rights resulting in voting control by such other entity of more than 50% of the outstanding voting rights representing the present right to vote for election of directors or equivalent positions of the **Parent Organization**;
- (b) the merger of the **Parent Organization** into another entity such that the **Parent Organization** is not the surviving entity, or the consolidation of the **Parent Organization** with another entity; or
- (c) the loss of the **Parent Organization’s** not-for-profit tax status.

23.3 “**Claim**” means:

- (a) a written demand for monetary or non-monetary relief against an **Insured**;
 - (b) the commencement of a civil or criminal judicial proceeding or arbitration against an **Insured**;
 - (c) the commencement of a formal criminal, administrative or regulatory proceeding or investigation against an **Insured**, including any brought before the Equal Employment Opportunity Commission or any similar state, local or territorial governmental agency ; or
- including any appeal therefrom. A **Claim** will be deemed first made on the date an **Insured** receives a written demand, complaint, indictment, notice of charges, or order of formal investigation.

23.4 “**Defense Costs**” means reasonable and necessary fees (including attorneys' fees and experts' fees) and expenses incurred in the defense of a **Claim** and cost of attachment or similar bonds, but shall not include the wages, salaries, benefits or expenses of any directors, officers or employees of the **Insured Organization**.

23.5 “**Discovery Period**” means the period of time set forth in Section 13.

23.6 “**Employment Practices Wrongful Act**” means:

- (a) wrongful dismissal or discharge or termination of employment, whether actual or constructive;
- (b) discrimination, whether based upon race, sex, age, national origin, religion, sexual orientation or disability;
- (d) sexual or other harassment in the workplace;
- (e) employment related misrepresentation;
- (f) violation of employment laws;
- (g) wrongful failure to employ, promote or grant tenure;
- (h) wrongful discipline; (i) negligent evaluation; (j) retaliation; and/or
- (l) failure to provide adequate workplace or employment policies or procedures.

Solely with respect to any **Claim** brought by or on behalf of any **Third Party, Employment Practices Wrongful Act** means any actual or alleged, discrimination, sexual harassment or violation of such **Third Party's** civil rights in relation to such discrimination or sexual harassment, whether direct, indirect, or unintentional, committed by an **Insured Person** in his/her capacity as an **Insured Person** or by the **Insured Organization**.

23.7 "Executive Officer" means the president, chief executive officer, chief operating officer, chief financial officer, managing director, any executive vice president and any equivalent executive position of the **Insured Organization**.

23.8 "Fungi" means any form of fungus, including but not limited to yeast, mold, mildew, rust, smut or mushroom, and any spores, mycotoxins, odors or any other substances, products, or by products produced by, released by, or arising out of the current or past presence of fungi.

23.9 "Insolvency" means the status of the **Insured Organization** as a result of the appointment of any receiver, conservator, liquidator, trustee, rehabilitator or similar official to control, supervise, manage, or liquidate the **Insured Organization**, or the **Insured Organization** becoming an insolvent debtor-in-possession.

23.10 "Insured(s)" means the **Insured Persons** and the **Insured Organization**. Insured(s) also means any **Property Manager**, but only if the **Property Manager** is acting pursuant to the written authority granted by the **Parent Organization** or on behalf of and at the direction of the **Parent Organization** or any **Subsidiary**.

23.11 "Insured Organization" means any entity named in Item I of the Declarations and any **Subsidiary**, including any such entity operating as a debtor-in-possession.

23.12 "Insured Person(s)" means one or more natural persons who were, now are, or shall hereafter be duly elected or appointed directors, trustees, officers, employees, committee members or volunteers of the **Insured Organization**, or, with respect to a **Subsidiary** operating outside the United States, their functional equivalent, regardless of title. It also means one or more natural persons who were, now are, or shall hereafter be duly elected or appointed directors, trustees, officers, employees, committee members or volunteers of any **Property Manager**, but only if

such persons are acting within the scope of their employment with the **Property Manager** and on behalf of the **Parent Organization** or any **Subsidiary**.

23.13 "Interrelated Wrongful Acts" means **Wrongful Acts** that have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of causally connected facts, circumstances, situations, events, transactions, or causes.

23.14 "Loss" means:

- (a) sums which the **Insureds** are legally obligated to pay solely as a result of any **Claim** insured by this Policy, including damages, judgments, settlement amounts, legal fees and costs awarded pursuant to judgments, punitive or exemplary damages, and the multiple portion of any multiplied damage award; and
- (b) any excise tax equal to ten percent (10%) of an excess benefit which has been assessed by the Internal Revenue Service against any **Insured Person** pursuant to Section 4658 of the Internal Revenue Code for participation of an organization manager in an excess benefit transaction.

Loss shall not include any other taxes, fines, penalties, or matters uninsurable pursuant to any applicable law.

23.15 "Microbes" means any non-fungal microorganisms or non-fungal colony-form organisms that causes infection or disease including but not limited to any spores, mycotoxins, odors or any other substances, products, or by products produced by, released by, or arising out of the current or past presence of microbes.

23.16 "Parent Organization" means the **Insured Organization** first named in Item I of the Declarations.

23.17 "Policy Period" means the period from the inception date set forth in Item II of the Declarations to the expiration date set forth in Item II of the Declarations, or its earlier termination pursuant to Section 21.

23.18 "Policy Year" means the period of one year following the effective date and hour of this Policy or the period of one year following any anniversary date thereof falling within the **Policy Period**; or if the time between the effective date or any anniversary date and the termination of this Policy is less than one year, such lesser period.

23.19 "Pollutants" means any substance exhibiting hazardous characteristics as is or may be identified on any list of hazardous substances issued by the United States Environmental Protection Agency, or any state, local, or foreign counterpart. This definition shall include, without limitation, any solid, liquid, gaseous or thermal irritant, or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, odors, noise, lead, oil or oil products, radiation, asbestos or asbestos-containing products, waste (including material to be recycled, reconditioned or reclaimed), and any electric, magnetic or electromagnetic field of any frequency, as well as any air emission, waste water, infectious medical waste, nuclear materials, or nuclear waste.

23.20 "Subsidiary" means any entity which qualifies as a not-for-profit organization under the Internal Revenue Code and for which the **Parent Organization** has or controls the right to elect or

appoint more than fifty percent (50%) of the Board of Directors or other governing body of such entity if such right exists:

- (a) prior to inception date of the **Policy Period**;
- (b) after the inception date of the **Policy Period** and the assets of such entity do not exceed thirty- five percent (35%) of the total consolidated assets of the **Insured Organization** as reflected in the **Parent Organization's** most recent audited consolidated financial statement;
- (c) after the inception date of the **Policy Period** and the assets of such entity exceed thirty- five percent (35%) of the total consolidated assets of the **Insured Organization** as reflected in the **Parent Organization's** most recent audited consolidated financial statement but only upon the condition that the **Parent Organization**:
 - (i) give written notice of such transaction to the Insurer within 90 days after the effective date of such transaction;
 - (i) provide the Insurer with such information as the Insurer may require; and
 - (ii) pay any additional premium required by the Insurer.

23.21 "Third Party" means any natural person who is an active or current customer, supplier, vendor, applicant, business invitee or other client of the **Insured Organization**.

23.22 "Wrongful Act" means:

- (a) any actual or alleged error, misstatement, misleading statement, act, omission, neglect, or breach of duty, or **Employment Practices Wrongful Act** committed or attempted by the **Insured Persons** in their capacities as such or by the **Insured Organization**; or
- (b) any matter claimed against the **Insured Persons** solely by reason of their status as **Insured Persons**.

23.23 "Construction Defect" means any actual or alleged defective, faulty or delayed construction or any other matter recognized as a construction defect under applicable common or statutory law, whether or not as a result of:

- (a) faulty or incorrect design or architectural plans;
- (b) improper soil testing;
- (c) inadequate or insufficient protection from subsoil, ground water or earth movement or subsidence;
- (d) the construction, manufacture or assembly of any tangible property;
- (e) the failure to provide construction related goods or services as represented or to pay for such goods or services; or
- (f) the supervision of such activities.

23.24 “Property Manager” means any entity providing real estate property management services to the **Insured Organization** pursuant to a written contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**BELL ENDORSEMENT**

Unless otherwise stated herein, the terms, conditions, exclusions and other limitations set forth in this endorsement are solely applicable to coverage afforded by this endorsement, and the policy is amended as follows:

I. SCHEDULE OF ADDITIONAL COVERAGES AND LIMITS

The following is a summary of Limits of Liability or Limits of Insurance and/or additional coverages provided by this endorsement. This endorsement is subject to the provisions of the policy to which it is attached.

COVERAGE	LIMITS OF INSURANCE
Business Travel Accident Benefit	\$50,000
Conference Cancellation	\$25,000
Donation Assurance	\$50,000
Emergency Real Estate Consulting Fee	\$50,000
Fundraising Event Blackout	\$25,000
Identity Theft Expense	\$50,000
Image Restoration and Counseling	\$50,000
Key Individual Replacement Expenses	\$50,000
Kidnap Expense	\$50,000
Political Unrest	\$5,000 per employee: \$25,000 policy limit
Temporary Meeting Space Reimbursement	\$25,000
Terrorism Travel Reimbursement	\$50,000
Travel Delay Reimbursement	\$1,500
Workplace Violence Counseling	\$50,000

II. CONDITIONS

A. Applicability of Coverage

Coverage provided by your policy and any endorsements attached thereto is amended by this endorsement where applicable.

B. Limits of Liability or Limits of Insurance

1. When coverage is provided by this endorsement and another coverage form or endorsement attached to this policy, the greater limits of liability or limits of insurance will apply. In no instance will multiple limits apply to coverages which may be duplicated within this policy. Additionally, if this policy and any other coverage part or policy issued to you by us, or any company affiliated with us, apply to the same occurrence, offense, wrongful act, accident or loss, the maximum limits of liability or limits of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limits of liability or limits of insurance under any one coverage part or policy.
2. Limits of liability or limits of insurance identified in Section I. **SCHEDULE OF ADDITIONAL COVERAGES AND LIMITS** above are not excess of, but are in addition to the applicable Limits of Liability or Limits of Insurance stated in the Declarations.

C. Claim Expenses

Coverages provided herein are not applicable to the generation of claim adjustment costs by you; such as fees you may incur by retaining a public adjuster or appraiser.

III. ADDITIONAL COVERAGES

A. Business Travel Accident Benefit

We will pay a Business Travel Accident Benefit to the insured if a director or officer suffers injury or death while traveling on a common carrier for your business during the policy period.

For the purpose of Business Travel Accident Benefit coverage, injury means:

1. Physical damage to the body caused by violence, fracture, or an accident that results in loss of life not later than one hundred eighty (180) days after the policy expiration, the date of cancellation or the date of non-renewal;
2. Accidental loss of limbs or multiple fingers;
3. Total loss of sight, speech or hearing.

The limit of insurance for this coverage is \$50,000 per policy period for all insureds combined. No deductible applies to this coverage.

The Business Travel Accident Benefit shall not be payable if the cause of the injury was:

1. An intentional act by the insured;
2. An act of suicide or attempted suicide;
3. An act of war; or
4. A disease process.

B. Conference Cancellation

We will reimburse the insured for any business-related conference expenses, paid by the insured and not otherwise reimbursed, for a canceled conference that an employee was scheduled to attend. The cancellation must be due directly to a "natural catastrophe" or a "communicable disease" outbreak that forces the cancellation of the conference.

With respect to a conference cancellation claim, it is further agreed as follows:

1. The insured employee must have registered for the conference at least thirty (30) days prior to the cancellation; and
2. The cancellation must be ordered by a local, state or federal Board of Health or other governmental authority having jurisdiction over the location of the conference.

The limit of insurance for this coverage is \$25,000 per policy period for all insureds combined. No deductible applies to this coverage.

C. Donation Assurance

If the insured is a 501(c)(3) status non-profit organization as defined in the United States Internal Revenue Code, we will reimburse the insured for "failed donation claim(s)."

With respect to any "failed donation claim," it is further agreed as follows:

1. The donor must not have been in bankruptcy, nor have filed for bankruptcy or reorganization in the past seven (7) years prior to the time said pledge was made to the insured;
2. For non-cash donations, our payment of a "failed donation claim" shall be based on the fair market value of said non-cash donation at the time of the "failed donation claim";
3. In the case of unemployment or incapacitation of a natural person donor and as a condition of payment of the "failed donation claim":
 - a. Neither the natural person donor nor the insured shall have had reason to believe the donor would become unemployed or incapacitated subsequent to the donation date; and
 - b. The donor shall be unemployed for at least sixty (60) days prior to a claim being submitted by the insured;
4. No coverage shall be afforded for a written pledge of funds or other measurable, tangible property to the insured dated prior to the policy period; and
5. A donation amount which is to be collected by the insured over more than a twelve (12) month period shall be deemed a single donation.

The limit of insurance for this coverage is \$50,000 per policy period for all insureds combined. No deductible applies to this coverage.

D. Emergency Real Estate Consulting Fee

We will reimburse the insured any realtor's fee or real estate consultant's fee necessitated by the insured's need to relocate due to the "unforeseeable destruction" of the insured's "principal location" listed in the Declarations during the policy period. The limit of insurance for this

coverage is \$50,000 per policy period for all insureds combined. No deductible applies to this coverage.

E. Fundraising Event Blackout

We will reimburse the insured for “fundraising expenses” that are incurred due to the cancellation of a fundraising event caused by the lack of electric supply resulting in a power outage, provided the fundraising event is not re-scheduled. The fundraising event must have been planned at least thirty (30) days prior to the power outage. The limit of insurance for this coverage is \$25,000 per policy period for all insureds combined. No deductible applies to this coverage.

F. Identity Theft Expense

We will reimburse any present director or officer of the named insured for “identity theft expenses” incurred as the direct result of any “identity theft” first discovered and reported during the policy period; provided that it began to occur subsequent to the effective date of the insured’s first policy with us. The limit of insurance for this coverage is \$50,000 per policy period for all insureds combined. No deductible applies to this coverage.

G. Image Restoration and Counseling

We will reimburse the insured for expenses incurred for image restoration and counseling arising out of “improper acts” by any natural person.

Covered expenses are limited to:

1. The costs of rehabilitation and counseling for the accused natural person insured, provided the natural person insured is not ultimately found guilty of criminal conduct; this reimbursement to occur after acquittal of the natural person insured;
2. The costs charged by a recruiter or expended on advertising, for replacing an officer as a result of “improper acts”; and
3. The costs of restoring the named insured’s reputation and consumer confidence through image consulting.

The limit of insurance for this coverage is \$50,000 per policy period for all insureds combined. No deductible applies to this coverage.

H. Key Individual Replacement Expenses

We will pay “key individual replacement expenses” if the Chief Executive Officer or Executive Director suffers an “injury” during the policy period which results in the loss of life during the policy period. The limit of insurance for this coverage is the lesser of \$50,000 or ten (10) times the annual premium paid for this policy. No deductible applies to this coverage.

I. Kidnap Expense

We will pay on behalf of any director or officer of the insured, reasonable fees incurred as a result of the kidnapping of them or their spouse, “domestic partner,” parent or child during the policy period. Coverage will not apply to any kidnapping by or at the direction of any present or former family member of the victim.

Reasonable fees will include:

1. Fees and costs of independent negotiators;
2. Interest costs for any loan from a financial institution taken by you to pay a ransom demand or extortion threat;
3. Travel costs and accommodations incurred by the named insured;
4. Reward money paid to an informant which leads to the arrest and conviction of parties responsible for loss covered under this insurance; and
5. Salary, commissions and other financial benefits paid by you to a director or officer. Such compensation applies at the level in effect on the date of the kidnap and ends upon the earliest of:
 - a. Up to thirty (30) days after their release, if the director or officer has not yet returned to work;
 - b. Discovery of their death;
 - c. One hundred twenty (120) days after the last credible evidence following abduction that they are still alive; or
 - d. Twelve (12) months after the date of the kidnapping.

The limit of insurance for this coverage is \$50,000 each policy period for all insureds combined. No deductible applies to this coverage.

J. Political Unrest Coverage

We will reimburse any present director, officer, employee or volunteer of the named insured while traveling outside the United States of America for "emergency evacuation expenses" that are incurred as a result of an incident of "political unrest." This "political unrest" must occur during the policy period. No coverage is granted for travel to countries in a state of "political unrest" at the time of departure of the travel. The limit of insurance for this coverage is \$5,000 per covered person, subject to a maximum of \$25,000 per policy period for all insureds combined. No deductible applies to this coverage.

K. Temporary Meeting Space Reimbursement

We will reimburse the insured for rental of meeting space which is necessitated by the temporary unavailability of the insured's primary office space due to the failure of a climate control system, or leakage of a hot water heater during the policy period. Coverage will exist only for the renting of temporary meeting space required for meeting with parties who are not insured under this policy. The limit of insurance for this coverage is \$25,000 per policy period for all insureds combined. No deductible applies to this coverage.

L. Terrorism Travel Reimbursement

We will reimburse any present director or officer of the named insured in the event of a "certified act of terrorism" during the policy period which necessitates that he/she incurs "emergency travel expenses." The limit of insurance for this coverage is \$50,000 per policy period for all insureds combined. No deductible applies to this coverage.

M. Travel Delay Reimbursement

We will reimburse any present director or officer of the named insured for any "non-reimbursable expenses" they incur as a result of the cancellation of any regularly scheduled business travel on a common carrier. The limit of insurance for this coverage is \$1,500 per policy period for all insureds combined. A seventy-two (72) hour waiting period deductible applies to this coverage.

N. Workplace Violence Counseling

We will reimburse the insured for emotional counseling expenses incurred directly as a result of a "workplace violence" incident at any of the insured's premises during the policy period. The emotional counseling expenses incurred must have been for:

1. Your employees who were victims of, or witnesses to the "workplace violence";
2. The spouse, "domestic partner," parents or children of your employees who were victims of, or witnesses to the "workplace violence"; and
3. Any other person or persons who directly witnessed the "workplace violence" incident.

The limit of insurance for this coverage is \$50,000 per policy period for all insureds combined. No deductible applies to this coverage.

IV. DEFINITIONS

For the purpose of this endorsement, the following definitions apply:

- A. "Certified act of terrorism" means any act so defined under the Terrorism Risk Insurance Act, and its amendments or extensions.
- B. "Communicable disease" means an illness, sickness, condition or an interruption or disorder of body functions, systems or organs that is transmissible by an infection or a contagion directly or indirectly through human contact, or contact with human fluids, waste, or similar agent, such as, but not limited to Meningitis, Measles or Legionnaire's Disease.
- C. "Domestic partner" means any person who qualifies as a domestic partner under the provisions of any federal, state or local statute or regulation, or under the terms and provisions of any employee benefit or other program established by the named insured.
- D. "Emergency evacuation expenses" mean:
 1. Additional lodging expenses;
 2. Additional transportation costs;
 3. The cost of obtaining replacements of lost or stolen travel documents necessary for evacuation from the area of "political unrest"; and
 4. Translation services, message transmittals and other communication expenses.

provided that these expenses are not otherwise reimbursable.

- E. "Emergency travel expenses" mean:

1. Hotel expenses incurred which directly result from the cancellation of a scheduled transport by a commercial transportation carrier, resulting directly from and within forty-eight (48) hours of a "certified act of terrorism"; and
2. The increased amount incurred which may result from re-scheduling comparable transport, to replace a similarly scheduled transport canceled by a commercial transportation carrier in direct response to a "certified act of terrorism";

provided that these expenses are not otherwise reimbursable.

F. "Failed donation claim" means written notice to the insured during the policy period of:

1. The bankruptcy or reorganization of any donor whereby such bankruptcy or reorganization prevents the donor from honoring a prior written pledge of funds or other measurable, tangible property to the insured; or
2. The unemployment or incapacitation of a natural person donor preventing him/her from honoring a prior written pledge of funds or other measurable, tangible property to the insured.

G. "Fundraising expenses" mean deposits forfeited and other charges paid by you for catering services, property and equipment rentals and related transport, venue rentals, accommodations (including travel), and entertainment expenses less any deposits or other fees refunded or refundable to you.

H. "Identity theft" means the act of knowingly transferring or using, without lawful authority, a means of identification of any director or officer (or spouse or "domestic partner" thereof) of the named insured with the intent to commit, or to aid or abet another to commit, any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.

I. "Identity theft expenses" mean:

1. Costs for notarizing affidavits or similar documents attesting to fraud required by financial institutions or similar credit grantors or credit agencies;
2. Costs for certified mail to law enforcement agencies, credit agencies, financial institutions or similar credit grantors; and
3. Loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information.

J. "Improper acts" means any actual or alleged act of:

1. Sexual abuse;
2. Sexual intimacy;
3. Sexual molestation; or
4. Sexual assault;

committed by an insured against any natural person who is not an insured. Such "improper acts" must have been committed by the insured while in his or her capacity as an insured.

K. "Injury" whenever used in this endorsement, other than in Section III. A. **Business Travel**,

means any physical damage to the body caused by violence, fracture or an accident.

L. “Key individual replacement expenses” mean the following necessary expenses:

1. Costs of advertising the employment position opening;
2. Travel, lodging, meal and entertainment expenses incurred in interviewing job applicants for the employment position opening; and
3. Miscellaneous extra expenses incurred in finding, interviewing and negotiating with the job applicants, including, but not limited to, overtime pay, costs to verify the background and references of the applicants and legal expenses incurred to draw up an employment contract.

M. “Natural catastrophe” means hurricane, tornado, earthquake or flood.

N. “Non-reimbursable expenses” means the following travel-related expenses incurred after a seventy-two (72) hour waiting period, beginning from the time documented on the proof of cancellation, and for which your director or officer produces a receipt:

1. Meals and lodging;
2. Alternative transportation;
3. Clothing and necessary toiletries; and
4. Emergency prescription and non-prescription drug expenses.

O. “Political unrest” means:

1. A short-term condition of disturbance, turmoil or agitation within a foreign country that poses imminent risks to the security of citizens of the United States;
2. A long-term condition of disturbance, turmoil or agitation that makes a foreign country dangerous or unstable for citizens of the United States; or
3. A condition of disturbance, turmoil or agitation in a foreign country that constrains the United States Government’s ability to assist citizens of the United States, due to the closure or inaccessibility of an embassy or consulate or because of a reduction of its staff

for which either an alert or travel warning has been issued by the United States Department of State.

P. “Principal location” means the headquarters, home office or main location where most business is substantially conducted.

Q. “Unforeseeable destruction” means damage resulting from a “certified act of terrorism,” fire, collision or collapse which renders all of the insured’s “principal locations” completely unusable.

R. “Workplace violence” means any intentional use of or threat to use deadly force by any person with intent to cause harm and that results in bodily “injury” or death of any person while on the insured’s premises.

PHILADELPHIA INDEMNITY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**U.S. ECONOMIC AND TRADE SANCTIONS CLAUSE
ENDORSEMENT**

This endorsement modifies and is subject to the insurance provided under the following:

Community Association Executive Advantage Policy

The policy is amended as follows:

Whenever coverage provided by this policy would be in violation of any U.S. economic or trade sanctions such as, but not limited to, those sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), such coverage shall be null and void. Similarly, any coverage relating to or referred to in any certificates or other evidences of insurance or any claim that would be in violation of U.S. economic or trade sanctions as described above shall also be null and void.

All other terms, conditions, and exclusions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CRISIS MANAGEMENT ENHANCEMENT ENDORSEMENT

Unless otherwise stated herein, the terms, conditions, exclusions and other limitations set forth in this endorsement are solely applicable to coverage afforded by this endorsement, and the policy is amended as follows:

Solely for the purpose of this endorsement: 1) The words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. 2) The words "we," "us" and "our" refer to the company providing this insurance.

I. SCHEDULE OF ADDITIONAL COVERAGE AND LIMITS

The following is the Limit of Liability provided by this endorsement. This endorsement is subject to the provisions of the policy to which it is attached.

Crisis Management Expense	\$25,000
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II. CONDITIONS

A. Applicability of Coverage

Coverage provided by your policy and any endorsements attached thereto is amended by this endorsement where applicable. All other terms and conditions of the policy or coverage part to which this endorsement is attached remain unchanged.

B. Limits of Liability or Limits of Insurance

When coverage is provided by this endorsement and any other coverage form or endorsement attached to this policy, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Liability or Limit of Insurance.

C. Claim Expenses

Coverages provided herein are not applicable to the generation of claim adjustment costs by you; such as fees you may incur by retaining a public adjuster or appraiser.

III. ADDITIONAL COVERAGES

- A.** We will reimburse you for "crisis management emergency response expenses" incurred because of an "incident" giving rise to a "crisis" to which this insurance applies. The amount of such reimbursement is limited as described in Section II. **CONDITIONS, B. Limits of Liability or Limits of Insurance**. No other obligation or liability to pay sums or perform acts or services is covered.
- B.** We will reimburse only those "crisis management emergency response expenses" which are incurred during the policy period as shown in the Declarations of the policy to which this coverage is attached and reported to us within six (6) months of the date the "crisis" was initiated.

IV. DEFINITIONS

- A. "Crisis" means the public announcement that an "incident" occurred on your premises or at an event sponsored by you.
- B. "Crisis management emergency response expenses" mean those expenses incurred for services provided by a "crisis management firm." However, "crisis management emergency response expenses" shall not include compensation, fees, benefits, overhead, charges or expenses of any insured or any of your employees, nor shall "crisis management emergency response expenses" include any expenses that are payable on your behalf or reimbursable to you under any other valid and collectible insurance.
- C. "Crisis management firm" means any service provider you hire that is acceptable to us. Our consent will not be unreasonably withheld.
- D. "Incident" means an accident or other event, including the accidental discharge of pollutants, resulting in death or "serious bodily injury" to three or more persons.
- E. "Serious bodily injury" means any injury to a person that creates a substantial risk of death, serious permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.

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.

PHILADELPHIA INDEMNITY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAGE AND HOUR ENDORSEMENT

This endorsement modifies and is subject to the insurance provided under the following:

Community Association Executive Advantage Policy

The policy is amended as follows:

In consideration of the premium paid, it is hereby understood and agreed that this Policy is amended as follows:

1. The following sublimited coverage shall be added to this Policy subject to all terms and conditions unless noted herein:

WAGE AND HOUR EXPENSE COSTS SUBLIMIT

The Insurer shall pay on behalf of the **Insureds** for **Wage and Hour Expense Costs** incurred by the **Insured Organization** with the Insurer's consent, resulting from a **Wage and Hour Wrongful Act** that is brought and maintained by or on behalf of any past or present full-time, part-time or leased employee of the **Insured Organization**. The **Wage and Hour Wrongful Act** must first be made against such **Insured Organization** during the **Policy Period** for a **Wrongful Act** taking place before or during the **Policy Period**.

2. As respects coverage afforded by this Endorsement, Section 7. REPORTING REQUIREMENTS is amended to include the following:

If an **Insured Organization** chooses to seek coverage for a **Wage and Hour Wrongful Act**, they must notify the Insurer in writing as soon as practicable after any **Executive Officer** becomes aware of such **Wage and Hour Wrongful Act**, but in no event later than 90 days after the end of the **Policy Period**, if applicable.

Notice of any Wage and Hour Wrongful Act shall be forwarded to **[Philadelphia Insurance Companies Attention: Claims Department, One Bala Plaza Suite 100, Bala Cynwyd, PA 19004-0950]** claimsreport@phly.com

All notices under this **Policy** shall be sent in writing by mail, email, prepaid express courier or facsimile and shall be effective upon receipt thereof by the addressee.

3. For purposes of coverage provided by this Endorsement, the following exclusion shall apply:

The Insurer shall not be liable for **Loss** on account of any **Claim** made against any **Insured** for an actual or alleged violation of the responsibilities, obligations or duties imposed by the Fair Labor Standards Act (except the Equal Pay Act) or any other similar state or local law concerning wage and hour practices, including but not limited to any **Claim** for overtime, off-the-clock work, failure to provide rest or meal periods, failure to reimburse expenses, improper classification of employees as exempt or non-exempt, failure to timely pay wages, conversion, unjust enrichment or unfair business practices; however, the Insurer shall

PHILADELPHIA INDEMNITY INSURANCE COMPANY

provide an Aggregate Sublimit of Liability of \$150,000 and subject to a Retention of \$500 for **Wage and Hour Expense Costs**.

Such Sublimit of Liability shall be part of, and not in addition to, the Limit of Liability applicable to this coverage part.

4. For purposes of this Endorsement, the following definitions shall apply:

Wage and Hour Wrongful Act means any actual or alleged violation of the responsibilities or duties imposed by any federal, state or local statutory or common law (including, but not limited to, the Fair Labor Standards Act) governing wage, hour and payroll practices, including but not limited to any overtime, off-the-clock work, failure to provide rest or meal periods, failure to reimburse expenses, improper classification of employees as exempt or non-exempt, failure to timely pay wages, conversion, unjust enrichment or unfair business practices (excluding the Equal Pay Act, as amended).

Wage and Hour Expense Costs means the reasonable costs, charges, fees (including but not limited to attorneys' fees and experts' fees) and expenses (other than regular or overtime wages, salaries or fees of the directors, officers or employees of the **Insured Organization** or other overhead of the **Insured Organization**) incurred by the **Insureds** in defending a **Wage and Hour Wrongful Act** against such **Insured** and the premium for appeal, attachment or similar bonds although the Insurer has no obligation to apply for or secure such bond.

All other terms, conditions, and exclusions of this Policy remain unchanged.

Policy Number: PCAP043781-0124

Named Insured: Bellyache Ridge Homeowners Association



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

Terrorism Premium (Certified Acts) \$0.00

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 ABOVE 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, ME, MA, 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.

**DEFENSE COSTS IN ADDITION TO LIMITS OF LIABILITY -
SPECIFIED AMOUNT**

This endorsement modifies and is subject to the insurance provided under the following:

COMMUNITY ASSOCIATION EXECUTIVE ADVANTAGE POLICY

The policy is amended as follows:

Section 9.1 is deleted in its entirety and replaced by the following:

The Insurer's maximum aggregate Limit of Liability for all **Loss** under this Policy shall be the amount set forth in **ITEM III** of the Declarations.

Payment by **us** of **Defense Costs** shall not initially erode the Limit of Liability listed in **ITEM III** of the Declarations. The aggregate limit for **Defense Costs** for any / all **Claims** is equal to the limit available for **Loss** set forth in **ITEM III** of the **Declarations** not to exceed \$1,000,000. Once the aggregate limit for **Defense Costs** has been exhausted, any additional **Defense Costs** incurred for any/ all **Claims** shall erode the limit available for **Loss** set forth in **ITEM III** of the **Declarations**.

The Insurer is not obligated to pay **Defense Costs** once the Limit of Liability for **Loss**, listed in **ITEM III** of the Declarations, has been exhausted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNITY ASSOCIATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMUNITY ASSOCIATION EXECUTIVE ADVANTAGE POLICY

It is agreed that the Policy is hereby amended as follows:

- (1.) It is agreed that **Section 2.3** of the Policy is hereby deleted in its entirety and replaced with the following:

The Insurer has the right to negotiate the settlement of any **Claims** it deems expedient for any amount up to \$15,000. If the **Insureds** withhold consent to any negotiated settlement up to \$15,000, the Insurer shall waive payment of the Retention by the **Insured Organization** up to an amount of \$5,000. The Retention in excess of \$5,000 shall be borne by the **Insured Organization**. In addition, if the **Insureds** withhold consent to any such settlement in excess of \$15,000, the Insurer's liability for such **Claim** is limited to the amount in excess of the Retention which the Insurer would have contributed to the settlement had the **Insured** consented to the settlement, and 70 percent (70%) of any additional covered **Loss**, including **Defense Costs**, incurred subsequent to such refusal to settle.

- (2.) It is agreed that the preamble to **Section 4.** is deleted in its entirety and replaced with the following:

4. Claim Exclusions: This Policy does not apply to any **Claim** made against any **Insured**:

- (3.) **Section 4.1** of the Policy is hereby deleted in its entirety and replaced with the following:

4.1 based upon, arising from, or in any way related to:

- (a)** bodily injury, sickness, disease, death; or
- (b)** emotional distress, mental anguish; or
- (c)** damage to, destruction of, or loss of use of any tangible property;

provided, however, that part (b) of this exclusion shall not apply to any **Claim** brought by or on behalf of any **Third Person** or past, present or prospective **Insured Person** for an **Employment Practices Wrongful Act**;

- (4.) **Section 4.6** of the Policy is hereby deleted in its entirety and replaced with the following:

brought or maintained by or on behalf of the **Insured** against any **Property Manager**;

- (5.) **Section 4** of the Policy is hereby amended as follows:

The last paragraph of **Section 4.9** is deleted and replaced with the following:

For purposes of determining the applicability of **Sections 4.1** through **4.9**, the **Wrongful Act** of any **Insured Person** shall not be imputed to any other **Insured Person**.

- (6.) **Section 5.** of the Policy is hereby amended by the addition of the following:

- 5.3** The Insurer shall not be liable to make any payment for **Loss** in connection with any **Claim** made against an **Insured** based upon, arising from, or in any way related to the failure or inability of the **Insured** to effect and/or maintain adequate levels or types of insurance or bonds.

- (7.) **Section 6** of the Policy is hereby deleted in its entirety and replaced with the following:

6. Application Representations and Severability:

- 6.1** The **Insureds** represent that the statements and representations contained in the **Application** are true and shall be deemed material to the acceptance of the risk or the hazard assumed by the Insurer under this Policy. This Policy is issued in reliance upon the truth of such statements and representations.

- 6.2** The **Insureds** agree that if the **Application** contains any statements or representations that are untrue, this Policy shall be void as to:

- (a) any **Insured Person** who knew the facts that were not truthfully disclosed, provided that such knowledge shall not be imputed to any other **Insured Person**. This provision shall also apply to the **Insured Organization** to the extent that it indemnifies such **Insured Person**; and/or

- (b) the **Insured Organization**, if it is established that any director or any executive officer of the **Insured Organization** knew the facts that were not truthfully disclosed;

whether or not such director or executive officer knew of such untruthful disclosure in the Application.

Except as set forth above, and solely with respect to **Loss** that is not indemnified due to the **Insured Organization's** financial insolvency or because indemnification is not legally permissible, this Policy shall not be rescinded by the Insurer in whole or in part for any reason, however, such coverage will be subject to all other terms, conditions and exclusions of the Policy.

- (8) **Sections 7.2 and 7.3** of the Policy are hereby deleted in their entirety and replaced with the following:

7.2 Notice of any **Claim**, circumstance, or **Wrongful Act** shall be forwarded in writing by mail, prepaid express courier, or facsimile to **[Philadelphia Insurance Companies Attention: Claims Department, One Bala Plaza Suite 100, Bala Cynwyd, PA 19004-0950]** and shall be effective upon receipt thereof by the addressee.

7.3 In addition to the postal address set forth in **Section 7.2**, such notice may also be given in writing to the **Insurer** by email at the following email address:

claimsreport@phly.com

Your email must reference the policy number for this Policy. The date of the **Insurer's** receipt of the emailed notice shall constitute the date of notice.

- (9) **Section 9** of the Policy is hereby amended by the addition of the following:

9.4 If **Loss** becomes due and payable, the Insurer shall pay such **Loss** in the following order of priority:

- (a) The Insurer shall first pay such **Loss** on behalf of the **Insured Persons**; and
- (b) whatever amount of the Limit of Liability remains after the payment of such **Loss**, the Insurer then shall pay such **Loss** on behalf of the **Insured Organization**.

- (10) **Sections 13.2 and 13.3** of the Policy are hereby deleted in their entirety and replaced with the following:

13.2 If the Insurer refuses to renew this Policy the **Discovery Period** shall be the period of ninety (90) days from the end of the **Policy Period**, and there shall be no charge for this **Automatic Discovery Period** of ninety (90) days. If prior to the end of the **Automatic Discovery Period** the **Parent Organization** pays the Insurer an additional amount equal one hundred percent (100%) of the annual premium of this Policy, the term of the **Discovery Period** shall be extended for an additional twelve (12) months from the end of the **Automatic Discovery Period**. Such Discovery Period Premium shall be deemed fully earned as of such date. This extension shall not apply if this Policy is terminated by the Insurer for failure to pay any premium when due.

13.3 If the **Parent Organization** fails or refuses to renew or cancels this Policy the **Parent Organization** may purchase a **Discovery Period** of twelve (12) month from the end of the **Policy Period**, provided that the **Parent Organization** pays the Insurer an additional amount equal to one hundred percent (100%) of the annual premium of this Policy within thirty (30) days of the end of the **Policy Period**. Such Discovery Period Premium shall be deemed fully earned as of such date

- (11) **Section 14** is hereby deleted in its entirety and replaced with the following:

14. Change in Control

14.1 In the event of a **Change in Control** during the **Policy Period**, coverage under this Policy shall continue until the end of the **Policy Period**, but only with respect to **Claims for Wrongful Acts** taking place prior to the effective date of such **Change in Control**. No coverage will be available for **Loss**, including **Defense Costs**, for any **Claim** based upon, alleging, arising out of, or in any way relating to, directly or indirectly any **Wrongful Act** committed or allegedly committed after such **Change in Control**. The entire premium for this Policy shall be deemed fully earned as of the effective date of such **Change in Control**.

14.2 The **Parent Organization** shall give written notice of a **Change in Control** along with such information that the Insurer deems necessary to the Insurer 30 days after the effective date of such **Change in Control**, but in no event less than 24 hrs prior to this Policy's expiration date.

14.3 In the event of a **Change in Control** prior to the expiration of this Policy, this Policy will automatically become ineligible for renewal, regardless of whether or not the

Insurer has been notified of such **Change in Control**. Any policy issued as a renewal of this policy following a **Change in Control**, due to lack of notice to the Insurer of such **Change in Control** or otherwise, shall automatically be void and null, and no coverage of any kind would be afforded under any such renewal of this Policy. If the provisions in **14.2** are met, the **Parent Organization** will have the right to request an offer from the Insurer for an Extended Reporting Period. Request for an Extended Reporting Period must be made to the Insurer in writing within 30 days of the effective date of the **Change in Control**. Acceptance shall be subject to any additional conditions required by the Insurer. If offered and elected, such Extended Reporting Period shall only apply to **Wrongful Acts** committed prior to the effective date of such **Change in Control** and otherwise covered by this Policy. Payment of additional premium required must be made within 45 days of the **Change in Control**.

- (12) **Section 18** of the Policy is hereby deleted in its entirety and replaced with the following:

18. Territory: This Policy applies to **Wrongful Acts** occurring anywhere in the world.

- (13) **Section 19** of the Policy is hereby deleted in its entirety and replaced with the following:

- 19. Spousal Benefit:** If a **Claim** against an **Insured Person** for a **Wrongful Act** otherwise covered under this Policy includes a claim against his/her legal spouse or domestic partner where the claimant asserts such **claim** by reason of status as a spouse or domestic partner or seeks to obtain recovery against property in which such spouse or domestic partner has an interest, the amount which such spouse or domestic partner becomes legally obligated to pay in respect of such **Claim** (including defense costs) shall be deemed the **Loss** and **Defense Costs** of such **Insured Person**, and subject to this Policy's terms, conditions, and exclusions. In any event, this extension shall not cover any conduct or wrongful act committed by such legal spouse or domestic partner.

- (14) The definition of **Claim** under **Section 23.3** of the Policy is hereby deleted in its entirety and replaced with the following:

23.3 "Claim" means:

- (a) a written demand for monetary or non-monetary relief against an **Insured**;
- (b) the commencement of a civil or criminal judicial proceeding or arbitration against an **Insured**;
- (c) the commencement of a formal criminal, administrative or regulatory

proceeding or formal investigation against an **Insured**, including any brought before the Equal Employment Opportunity Commission or any similar state, local or territorial governmental agency ;

- (d) a written request to any **Insured** by a prospective claimant to toll or waive any statute of limitation;

including any appeal therefrom. A **Claim** will be deemed first made on the date an **Insured** receives a written demand, complaint, indictment, notice of charges, or order of formal investigation.

- (15) The definition of **Employment Practices Wrongful Act(s)** under **Section 23.6** of the Policy is hereby deleted in its entirety and replaced with the following:

23.6 “Employment Practices Wrongful Act” means:

- (a) wrongful dismissal or discharge or termination of employment, whether actual or constructive;
- (b) discrimination, whether based upon race, sex, age, national origin, religion, sexual orientation, marital status, gender identity or expression, disability, health status, military status or other protected status established under federal, state or local law;
- (c) sexual harassment, whether quid pro quo or hostile work environment, or other unlawful harassment or bullying in the workplace;
- (d) employment related misrepresentation;
- (e) violation of employment laws;
- (f) wrongful deprivation of career opportunity, wrongful demotion, or wrongful failure to employ, promote or grant tenure;
- (g) wrongful discipline;
- (h) wrongful evaluation, supervision, training or retention of employees;
- (i) retaliation; and/or

- (j) failure to provide adequate workplace or employment policies or procedures.

Solely with respect to any **Claim** brought by or on behalf of any **Third Party**, **Employment Practices Wrongful Act** means any actual or alleged, discrimination, sexual harassment or violation of such **Third Party's** civil rights in relation to such discrimination or sexual harassment, whether direct, indirect, or unintentional, committed by an **Insured Person** in his/her capacity as an **Insured Person** or by the **Insured Organization**.

- (16) The definition of **Pollutants** under **Section 23.19** of the Policy is hereby deleted and replaced by the following:

The word "noise" is deleted.

- (17) The definition of **Third Party** under **Section 23.21** of the Policy is hereby deleted and replaced as follows:

23.21 "Third Party" means any natural person who is not an employee or applicant for employment.

All other terms, conditions, and exclusions of this Policy remain unchanged.

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, 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, 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)
COUNTY OF EAGLE) ss.

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

RECEIVED
A

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. Corvally
DEPUTY



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.


IN WITNESS WHEREOF, we, being all of the directors of the Bellyache Ridge Homeowners Association, have hereunder set our hands this 18th of April, 2018.


Director


Director


Director


Director


Director

Director

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 BELLVACHE 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

Section 9.01 General. 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.

Section 9.02 Architectural Control Committee.

a. Unified Committee. The Architectural Control Committee of Bellyache Ridge Subdivision, Filing No. 1, and Bellyache Ridge Subdivision, Filing No. 2, shall be a single committee, identified as the Bellyache Ridge Architectural Control Committee, which shall serve pursuant to the Covenants of Bellyache Ridge Subdivision, Filing No. 1, and Bellyache Ridge Subdivision, Filing No. 2, and shall have all powers entrusted to the Architectural Control Committee of each respective Filing of Bellyache Ridge Subdivision.

b. Membership. The Architectural Control Committee shall be comprised of natural persons who are owners of real

property in Bellyache Ridge Subdivision Filing No. 1 and Filing No. 2, or natural persons authorized to represent corporate owners of such real property.

c. Number of Members. The number of members of the Bellyache Ridge Architectural Control Committee shall be such number as is from time to time appointed by the Bellyache Ridge Homeowners' Association.

d. Terms. The term of each member of the Bellyache Ridge Architectural Control Committee shall expire on the 30th day of June of each year, or at such other time as the Association selects a person to replace each member. Each member shall serve at the pleasure of the Board of Directors of the Bellyache Ridge Homeowners' Association and may be removed without notice, with or without cause.

e. The Association may adopt guidelines, rules and regulations for the Bellyache Ridge Architectural Control Committee, or in the absence of the adoption of rules and regulations by the Association, the Committee may adopt its own guidelines, rules and regulations. In the event of conflicting guidelines, rules and regulations, those adopted by the Association shall govern.

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 ____ day of _____, 1996.

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 ____ day of _____, 1996.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this ____ day of _____, 1996.

(Seal)

Secretary

**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


Board Member


Board Member


Board Member

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

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

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,

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

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,

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

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

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

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;

(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

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

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,

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

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

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

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-

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

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

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

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

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.

ARTICLE IX
MAINTENANCE 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

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

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

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

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

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

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.

ARTICLE X

GENERAL 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

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,

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.

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
#1, Filing No. #1, Bellyache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellyache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 20th day of January, 1993.

Mary L. Fether

STATE OF Colorado,

) SS:

COUNTY OF Garfield

The foregoing was acknowledged by Mary L. Fether
and _____
on the 20th day of January, 1993.

My commission expires: 11-20-95

Witness my hand and official seal.



[Signature]
Notary Public

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYPACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
2, Filing No. 1, Bellypache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellypache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellypache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 3rd day of March, 1993.

Kenan MacDonald

STATE OF Colorado)
) SS:
COUNTY OF Eagle)

The foregoing was acknowledged by _____

and _____
on the 3rd day of March, 1993.

My commission expires: 2-21-97

Witness my hand and official seal.

Margaret Gamble
Notary Public

a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

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The undersigned, being the owner or owners of Lot
3, Filing No. 1, Bellyache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellyache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 15 day of FEBRUARY, 1993.

STATE OF Colorado)

) SS:

COUNTY OF Boulder)

The foregoing was acknowledged by JANICE M. McVICAR

and

on the 15th day of February, 1993.

My commission expires: 2-28-96

Witness my hand and official seal.

Janice M. McVicar
Notary Public

a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
4, Filing No. 1, Bellyache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellyache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 17 day of February, 1993.



STATE OF Colorado

) SS:

COUNTY OF Eagle

The foregoing was acknowledged by Lisa Burke
and _____

on the 19th day of February, 1993.

My commission expires: 9-14-93

Witness my hand and official seal.


Notary Public

a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot 5, Filing No. 1, Bellyache Ridge Subdivision, hereby ratify and approve the Amended and Consolidated Restatement of Protective Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing No. 2, and agree that this evidence of approval, when attached to and made a part of the aforementioned Amended and Consolidated Restatement of Protective Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing No. 2, shall constitute approval of the owner or owners of the aforementioned Lot and shall be counted toward the percentage of owners required to vote for and/or approve such document in order to amend those Protective Covenants previously of record.

Dated the 15th day of April, 1993.

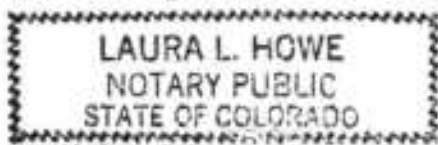
Gail B. Wahrlich nka Gail B.W.L. Ferry

STATE OF Colorado)
) SS:
COUNTY OF Eagle)

The foregoing was acknowledged by Gail B. Wahrlich NKA
Gail B.W.L. Ferry and _____
on the 13th day of April, 1993.

My commission expires: 8-12-95

Witness my hand and official seal.



Laura L. Howe
Notary Public

a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
6, Filing No. 1, Bellyache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellyache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 12 day of JANUARY, 1993.

Robert T. Turren

STATE OF Colorado)
) SS:
COUNTY OF Garfield)

The foregoing was acknowledged by Robin Bayley
and _____
on the 12 day of January, 1993.
My commission expires: 12/31/94
Witness my hand and official seal.

Robin Bayley
Notary Public

a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
11, Filing No. 1, Bellyache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellyache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 14 day of JANUARY, 1993.

Rail E. M. Morgan

STATE OF Colorado)
) SS:
COUNTY OF WEEKS)

The foregoing was acknowledged by Pam Logan
and _____
on the 16th day of January, 1993.

My commission expires: _____ My Commission Expires 01-26-94

Witness my hand and official seal.

Amela J. J. J.
Notary Public

a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
* BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
12, Filing No. 1, Bellyache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellyache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 20th day of January, 1993.

Michael Piparo

Michael Piparo

STATE OF Colorado)

) SS:

COUNTY OF Eagle)

The foregoing was acknowledged by Michael Piparo

and

on the 20th day of January, 1993.

My-commission expires: 11-20-95

Witness my hand and official seal.



[Signature]
Notary Public

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYPACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
14, Filing No. 1, Bellypache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellypache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellypache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 12 day of JAN, 1993.

Richard Otton

STATE OF NEW YORK)
COUNTY OF DASSAN) SS:

The foregoing was acknowledged by Richard Otton
and _____
on the 12 day of JAN, 1993.

My commission expires: _____

Witness my hand and official seal.

Janice Marovich
Notary Public

a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot 14, Filing No. 1, Bellyache Ridge Subdivision, hereby ratify and approve the Amended and Consolidated Restatement of Protective Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing No. 2, and agree that this evidence of approval, when attached to and made a part of the aforementioned Amended and Consolidated Restatement of Protective Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing No. 2, shall constitute approval of the owner or owners of the aforementioned Lot and shall be counted toward the percentage of owners required to vote for and/or approve such document in order to amend those Protective Covenants previously of record.

Dated the 28 day of July, 1993.

Frederick F. Perner Elizabeth J. Perner

STATE OF Colorado)
) SS:
COUNTY OF Eagle)

The foregoing was acknowledged by Frederick F. Perner
and Elizabeth J. Perner
on the 28th day of July, 1993.

My commission expires: 5-8-95

Witness my hand and official seal.

Janet J. Jackson
Notary Public

a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
15, Filing No. 1, Bellyache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellyache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 20 day of January, 1993.

David Stanish Kasey Stanish

STATE OF Colorado)
) SS:
COUNTY OF Essex)

The foregoing was acknowledged by David Stanish
and Kasey Stanish
on the 20th day of January, 1993.

My commission expires: 11-20-93

Witness my hand and official seal.



David Stanish
Notary Public

a\decs\covenant\brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot seventeen, Filing No. one, Bellyache Ridge Subdivision, hereby ratify and approve the Amended and Consolidated Restatement of Protective Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing No. 2, and agree that this evidence of approval, when attached to and made a part of the aforementioned Amended and Consolidated Restatement of Protective Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing No. 2, shall constitute approval of the owner or owners of the aforementioned Lot and shall be counted toward the percentage of owners required to vote for and/or approve such document in order to amend those Protective Covenants previously of record.

Dated the 12th day of March, 1993.


THOMAS A. COLE

STATE OF Colorado)


) SS:

COUNTY OF Essex)

The foregoing was acknowledged by THOMAS A. COLE
and _____
on the 12th day of March, 1993.

My commission expires: My Commission Expires Nov 30, 1994

Witness my hand and official seal.


Notary Public

a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
* BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
Lot 19, Filing No. 12, Bellyache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellyache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the ____ day of _____, 1993.

ERIK EDEEN Erik Edeen

STATE OF Colorado)
) SS:
COUNTY OF Elk)

The foregoing was acknowledged by Erik Edeen
and _____
on the 20th day of January, 1993.

My commission expires: 11-20-95

Witness my hand and official seal.



[Signature]
Notary Public

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYPACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
20A, Filing No. 2, Bellypache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellypache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellypache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 29th day of January, 1993.

Fabia Ferguson

STATE OF Colorado)
) SS:
COUNTY OF Eagle)

The foregoing was acknowledged by Fabia Ferguson
and _____
on the 29th day of January, 1993.
My commission expires: 9-21-96
Witness my hand and official seal.

Carolyn Sirg
Notary Public

a\docs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
21, Filing No. 1, Bellyache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellyache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 20 day of JANUARY, 1993.

ROBERT GEORGE KAUFMANN Robert George Kaufmann

STATE OF Colorado)
) SS:
COUNTY OF Eagle)

The foregoing was acknowledged by Robert George Kaufmann
and _____
on the 20th day of January, 1993.

My commission expires: 11-20-95

Witness my hand and official seal.



Daniel J. Hansen
Notary Public

a\dec\ccovenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot 22, Filing No. 2, Bellyache Ridge Subdivision, hereby ratify and approve the Amended and Consolidated Restatement of Protective Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing No. 2, and agree that this evidence of approval, when attached to and made a part of the aforementioned Amended and Consolidated Restatement of Protective Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing No. 2, shall constitute approval of the owner or owners of the aforementioned Lot and shall be counted toward the percentage of owners required to vote for and/or approve such document in order to amend those Protective Covenants previously of record.

Dated the 28 day of April, 1993.

Kathryn M. Hunt

STATE OF Colorado

) SS:

COUNTY OF Eagle

The foregoing was acknowledged by Kathryn M. Hunt and _____

on the 28th day of April, 1993.

My commission expires: 11-20-95

Witness my hand and official seal.



a\decs\covenant.brh

[Signature]
Notary Public

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
#22, Filing No. 2, Bellyache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellyache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 19 day of January, 1993.

Ray S. Brown

Mary Patricia Kelly Brown

STATE OF COLORADO)

) SS:

COUNTY OF EAGLE)

The foregoing was acknowledged by Ray S. Brown and Mary Patricia Kelly Brown
on the 19th day of January, 1993.

My commission expires: 11/13/94

Witness my hand and official seal.

W. Osterberg
Notary Public

a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
24, Filing No. 2, Bellyache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellyache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 3 day of NOV., 1993.

Scott Hixon Linda Hixon

STATE OF Colorado)
) SS:
COUNTY OF Eagle)

The foregoing was acknowledged by
Scott Hixon and Linda Hixon
on the 3rd day of November, 1993.

My commission expires: MY COMMISSION EXPIRES 3/25/97

Witness my hand and official seal.

Michael P. Caldwell
Notary Public

a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
* BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
26,778 Filing No. 2, Bellyache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellyache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 20 day of January, 1993.

John H. Warnack

STATE OF Colorado)
) SS:
COUNTY OF Cagle)

The foregoing was acknowledged by John H. Warnack
and _____
on the 20th day of January, 1993.
My commission expires: 11-20-95
Witness my hand and official seal.



[Signature]
Notary Public

a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYPACHE RIDGE SUBDIVISION

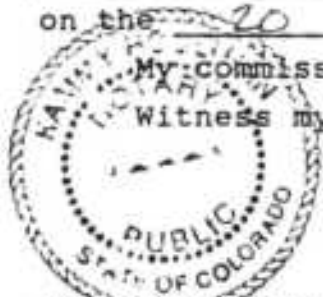
The undersigned, being the owner or owners of Lot
28, Filing No. 2, Bellypache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellypache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellypache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 20 day of JANUARY, 1993.

Richard L. Mirick Terri Mirick

STATE OF COLORADO)
) SS:
COUNTY OF EAGLE)

The foregoing was acknowledged by RICHARD L. MIRICK
and Terri Mirick
on the 20 day of JANUARY, 1993.



My commission expires: 11-20-95
Witness my hand and official seal.

[Signature]
Notary Public

a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
* BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
30, Filing No. 2, Bellyache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellyache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 20th day of JANUARY, 1993.

David J. Leach DAVID J. LEACH.
STATE OF Colorado)

) SS:

COUNTY OF Eagle)

The foregoing was acknowledged by David J. Leach
and _____

on the 20th day of January, 1993.

My commission expires: 11-20-95

Witness my hand and official seal.



a\decs\covenant.brh

David J. Leach
Notary Public

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
31, Filing No. _____, Bellyache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellyache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 12 day of October, 1993.

Phillip K. Todd Karen L. Todd

STATE OF Colorado)
304-52-0019) SS:
COUNTY OF Engle)

The foregoing was acknowledged by Phillip K. Todd
and Karen L. Todd
on the 12th day of October, 1993.

My commission expires: 10/29/95

Witness my hand and official seal.

Mary J. Kelly
Notary Public

a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
* BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
33, Filing No. 2, Bellyache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellyache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 20 day of JANUARY, 1993.

Manuela C. Payne MANUELA C. PAYNE

STATE OF COLORADO)
) SS: 572-86-6367
COUNTY OF EAGLE)

The foregoing was acknowledged by Manuela C. Payne
and _____
on the 20th day of January, 1993.

My commission expires: 11-20-95
Witness my hand and official seal.



[Signature]
Notary Public

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYPACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot 36, Filing No. 2, Bellypache Ridge Subdivision, hereby ratify and approve the Amended and Consolidated Restatement of Protective Covenants of Bellypache Ridge Subdivision, Filing No. 1 and Filing No. 2, and agree that this evidence of approval, when attached to and made a part of the aforementioned Amended and Consolidated Restatement of Protective Covenants of Bellypache Ridge Subdivision, Filing No. 1 and Filing No. 2, shall constitute approval of the owner or owners of the aforementioned Lot and shall be counted toward the percentage of owners required to vote for and/or approve such document in order to amend those Protective Covenants previously of record.

Dated the 19 day of December, 1993.

[Signature] Amy Thomas

STATE OF Colorado)
) SS:
COUNTY OF Eagle)

The foregoing was acknowledged by James Thomas
Amy Thomas and
on the 25th day of December, 1993.

My commission expires: MY COMMISSION EXPIRES 11/16/96

Witness my hand and official seal.

Elissa M. Cox
Notary Public

a\decs\covenant.brh



APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
31, Filing No. 2, Bellyache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellyache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 20th day of January, 1993.

Margaret M. Hurlay

STATE OF Colorado)
) SS:
COUNTY OF Espey)

The foregoing was acknowledged by Margaret M.
Hurlay and _____
on the 20th day of January, 1993.

My commission expires: 11-20-95

Witness my hand and official seal.



[Signature]
Notary Public

a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
40, Filing No. 2, Bellyache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellyache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 18 day of August, 1993.

Peter Casabanne

STATE OF Colorado)
) SS:
COUNTY OF Eagle)

The foregoing was acknowledged by Peter Casabanne
and _____
on the 18th day of August, 1993.
My commission expires: 2/26/95
Witness my hand and official seal.

Elma Rud
Notary Public

a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
41, Filing No. I 2, Bellyache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellyache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 15th day of April, 1993.

Nicole Rayer McBride

STATE OF Colorado)
) SS:
COUNTY OF Eagle)

The foregoing was acknowledged by
Nicole Rayer McBride only and Mark McBride
on the 15th day of April, 1993.

My commission expires: 9-22-96

Witness my hand and official seal.

Jennifer L. Hood
Notary Public

a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYPACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
43, Filing No. 2, Bellypache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellypache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellypache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 14th day of May, 1993.

Jeffrey V. Goodwin

STATE OF Colorado)
) SS:
COUNTY OF Eagle)

The foregoing was acknowledged by _____
Jeffrey V. Goodwin and _____
on the 14th day of May, 1993.

My commission expires: 9-22-96

Witness my hand and official seal.

Jennifer L. Wood
Notary Public

a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
* BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
44, Filing No. 2, Bellyache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellyache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 20th day of January, 1993.

Jeannette I. Pfeifer

Jeannette I. Pfeifer

STATE OF Colorado)

) SS:

COUNTY OF Eagle)

The foregoing was acknowledged by Jeannette I. Pfeifer
and _____

on the 20th day of January, 1993.

My commission expires: 11-30-95

Witness my hand and official seal.



[Signature]
Notary Public

a:\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYPACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
440, Filing No. 2, Bellypache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellypache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellypache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 11th day of May, 1993.

M. Christine Steag Scrip

[Signature]

STATE OF Colorado)

COUNTY OF El Paso)

SS:

The foregoing was acknowledged by M. Christine Steag
Scrip and Gary Scrip
on the 11 day of May, 1993.

My commission expires: 2/5/94

Witness my hand and official seal.

[Signature]
Notary Public

a\decs\covenant.brh



APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
475, Filing No. 2, Bellyache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellyache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 11th day of January, 1993.

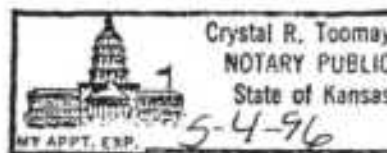
Gary L. Yantis

STATE OF KANSAS)
) SS:
COUNTY OF JOHNSON)

The foregoing was acknowledged by Gary L. Yantis
and _____
on the 11th day of January, 1993.
My commission expires: 5-4-96
Witness my hand and official seal.

Crystal R. Toomay
Notary Public

a\decs\covenant.brh



APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYPACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
47N, Filing No. 1 and 2, Bellypache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellypache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellypache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 4th day of March, 1993.

Richard Dastych

STATE OF Colorado)
) SS:
COUNTY OF Eagle)

The foregoing was acknowledged by Richard Dastych
and N/A
on the 4th day of March, 1993.

My commission expires: March 5, 1996

Witness my hand and official seal.



Katherine E. Paim
Notary Public P.O. Box 149
Edwards, CO 81632

a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYPACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
48 N., Filing No. II, Bellypache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellypache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellypache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 14th day of January, 1993.

George E. Roberts

Barbara Roberts

STATE OF Colorado)

) SS:

COUNTY OF Garfield)

The foregoing was acknowledged by George E Roberts

and

on the 14th day of January, 1993.

My commission expires: 9-27-94

Witness my hand and official seal.

George E. Roberts

Notary Public

a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
485, Filing No. 2, Bellyache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellyache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 15th day of January, 1993.

[Signature] [Signature]

STATE OF Colorado)

) SS:

COUNTY OF Eagle)

The foregoing was acknowledged by
[Signature] and [Signature]
on the 15th day of January, 1993.

My commission expires: 3-7-94

Witness my hand and official seal.

[Signature]
Notary Public

a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot 50, Filing No. 2, Bellyache Ridge Subdivision, hereby ratify and approve the Amended and Consolidated Restatement of Protective Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing No. 2, and agree that this evidence of approval, when attached to and made a part of the aforementioned Amended and Consolidated Restatement of Protective Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing No. 2, shall constitute approval of the owner or owners of the aforementioned Lot and shall be counted toward the percentage of owners required to vote for and/or approve such document in order to amend those Protective Covenants previously of record.

Dated the 12 day of January, 1993.

William I. Williams

STATE OF Colorado)
) SS:
COUNTY OF Eagle)

The foregoing was acknowledged by William I. Williams and _____
on the 20th day of January, 1993.

My commission expires: 11-20-95

Witness my hand and official seal.



[Signature]
Notary Public

a:\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
51, Filing No. 2, Bellyache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellyache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 18TH day of FEBRUARY, 1993.

Kathleen C. Hembeger

STATE OF LOUISIANA)
PARISH) SS:
COUNTY OF JEFFERSON)

The foregoing was acknowledged by Rosalie
Krestel and Jean Kyle
on the 18TH day of FEBRUARY, 1993.

My commission expires: AT DEATH

Witness my hand and official seal.

Hans M. Smith
Notary Public

a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
52, Filing No. 2, Bellyache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellyache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 12 day of Jan, 1993.

Karen M Kern

Robert A Kern

STATE OF COLORADO)

) SS:

COUNTY OF EAGLE)

The foregoing was acknowledged by KAREN M. KERN
and _____
on the 12th day of JANUARY, 1993.

My commission expires: 2-28-95

Witness my hand and official seal.

P. M. Tanges
Notary Public

a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
* BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
53, Filing No. 2, Bellyache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellyache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 20 day of January, 1993.

Virginia B. Maffield

STATE OF Colorado)
) SS:
COUNTY OF Eagle)

The foregoing was acknowledged by Virginia B. Maffield
and _____
on the 20 day of January, 1993.

My commission expires: 11-20-95
Witness my hand and official seal.



[Signature]
Notary Public

a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYPACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
54, Filing No. 2, Bellypache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellypache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellypache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 20 day of January, 1993.

T. Brian Houlihan Kammy S. Houlihan
T. BRIAN HOULIHAN KAMMY S. HOULIHAN

STATE OF Colorado)
) SS:
COUNTY OF Eagle)

The foregoing was acknowledged by T. BRIAN HOULIHAN AND
KAMMY S. HOULIHAN and
on the 20th day of JANUARY, 1993.

My commission expires: 10/19/96

Witness my hand and official seal.

[Signature]
Notary Public

a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
35, Filing No. 2, Bellyache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellyache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 15th day of January, 1993.

Angela Aragon

STATE OF Colorado)
) SS:
COUNTY OF Eagle)

The foregoing was acknowledged by Suzette Davis
and _____
on the 15th day of January, 1993.

My commission expires: _____

Witness my hand and official seal.

My Commission Expires 07-24-1996
Richard A. Atencio
0011 West Beaver Creek Blvd.
Avon, CO 81620

Richard Atencio
Notary Public

a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
55, Filing No. 2, Bellyache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellyache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 10 day of October, 1993.

X Joyce M. Brenner
JOYCE M. BRENNER

STATE OF Colorado)
) SS:
COUNTY OF Eagle)

The foregoing was acknowledged by JOYCE M. BRENNER
and _____
on the 10th day of OCTOBER, 1993.

My commission expires: 11/20/95

Witness my hand and official seal.


a\decs\covenant.brh

[Signature]
Notary Public

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYPACHE RIDGE SUBDIVISION

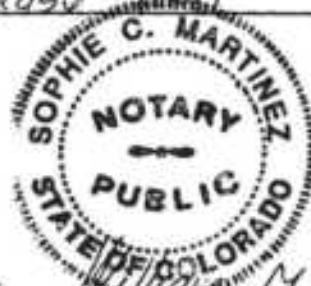
The undersigned, being the owner or owners of Lot 56A & 56B, Filing No. II, Bellypache Ridge Subdivision, hereby ratify and approve the Amended and Consolidated Restatement of Protective Covenants of Bellypache Ridge Subdivision, Filing No. 1 and Filing No. 2, and agree that this evidence of approval, when attached to and made a part of the aforementioned Amended and Consolidated Restatement of Protective Covenants of Bellypache Ridge Subdivision, Filing No. 1 and Filing No. 2, shall constitute approval of the owner or owners of the aforementioned Lot and shall be counted toward the percentage of owners required to vote for and/or approve such document in order to amend those Protective Covenants previously of record.

Dated the 5th day of August, 1993.

56A Patricia J. Hamman
Patricia J. Hamman

56B Patricia J. Hamman
Rebecca Trust

STATE OF Colorado)
) SS:
COUNTY OF Eagle)



The foregoing was acknowledged by Patricia J. Hamman and Patricia J. Hamman
Rebecca Trust on the 5th day of August, 1993.

My commission expires: My Commission Expires 05/28/97

Witness my hand and official seal.

Sophie C. Martinez
Notary Public

a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
57, Filing No. 2, Bellyache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellyache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 20 day of January, 1993.

Larry Mitternick
STATE OF Colorado

Mary Anne Mitternick
Mary Anne Mitternick

COUNTY OF Espelee) SS:
)

The foregoing was acknowledged by Larry Mitternick
and Mary Anne Mitternick
on the 20th day of January, 1993.



My commission expires: 11-20-95

Witness my hand and official seal.

Ramsey J. Gaudin
Notary Public

at dees5 covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot 58, Filing No. 2, Bellyache Ridge Subdivision, hereby ratify and approve the Amended and Consolidated Restatement of Protective Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing No. 2, and agree that this evidence of approval, when attached to and made a part of the aforementioned Amended and Consolidated Restatement of Protective Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing No. 2, shall constitute approval of the owner or owners of the aforementioned Lot and shall be counted toward the percentage of owners required to vote for and/or approve such document in order to amend those Protective Covenants previously of record.

Dated the 11th day of MAY, 1994

John E. Moya

STATE OF CALIFORNIA)
) SS:
COUNTY OF SAN FRANCISCO)

The foregoing was acknowledged by RODOLFO
MOULIA and _____
on the 18th day of MAY, 1994.
My commission expires: MAY 20, 1994
Witness my hand and official seal.

[Signature]
Notary Public

a\decs\covenant.brh



APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYPACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
59, Filing No. 2, Bellypache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellypache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellypache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 15 day of JANUARY, 1993.

Gary D. Hoffbauer

Vicki D. Hoffbauer

STATE OF FLORIDA)

) SS:

COUNTY OF COLLIER)

Gary & Vicki Hoffbauer
6421 Bottlebrush Lane
Naples, FL 33999-3809

The foregoing was acknowledged by

GARY D. HOFFBAUER and VICKI S. HOFFBAUER
on the 15th day of January, 1993.

My commission expires:

Notary Public, State of Florida
My Commission Expires June 24, 1994
Bounded from RICHARD J. Agency

Witness my hand and official seal.

Willie L. Lelie

Notary Public

a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
10, Filing No. 2, Bellyache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellyache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 18 day of January, 1993.

John T. Burrell Gail F. Burrell

STATE OF Wisconsin)

) SS:

COUNTY OF Milwaukee)

The foregoing was acknowledged by John Burrell
and Gail Burrell
on the 18 day of January, 1993.

My commission expires: 6/11/95

Witness my hand and official seal.

Lillian J. Adams
Notary Public

a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYPACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
#62, Filing No. 2, Bellypache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellypache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellypache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 15th day of January, 1993.

Bonnie Lynn Carroll Charles Lea

STATE OF Colorado)

) SS:

COUNTY OF Eagle)

The foregoing was acknowledged by Bonnie Lynn Carroll
Charles Lea and _____
on the 15 day of January, 1993.

My commission expires: 4/15/95

Witness my hand and official seal.

Sheela Foster
Notary Public

a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
63, Filing No. 2, Bellyache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellyache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the ____ day of _____, 1993.

Maria Kistler Thurman Maria Kistler Thurman

STATE OF CALIFORNIA)
) SS:
COUNTY OF CONTRA COSTA)

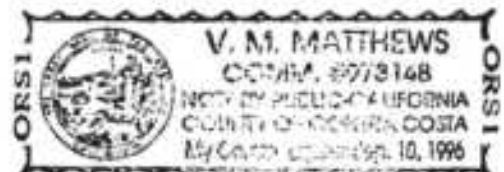
The foregoing was acknowledged by V. M. MATTHEWS
and _____
on the 22nd day of FEBRUARY, 1993.

My commission expires: 9F10-96

Witness my hand and official seal.

[Signature]
Notary Public

a\decs\covenant.brh



APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
Lot 63, Filing No. 2, Bellyache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellyache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 30th day of December, 1993.

STATE OF Colorado)
) SS:
COUNTY OF EAGLE)

The foregoing was acknowledged by Gerald Lea
and _____
on the 30th day of DECEMBER, 1993.
My commission expires: 12/23/97
Witness my hand and official seal.

Linda K. Glover
Notary Public

a\decs\covenant.brh



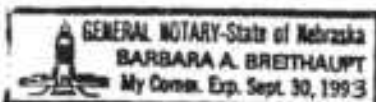
APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
66, Filing No. 2, Bellyache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellyache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 18 day of FEBRUARY, 1993.

STATE OF Nebraska)
) SS:
COUNTY OF Washington)

The foregoing was acknowledged by _____
and _____
on the 18th day of February, 1993.
My commission expires: 9/30/93
Witness my hand and official seal.



Barbara A. Breithaupt
Notary Public

a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYPACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
69, Filing No. 2, Bellypache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellypache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellypache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 17 day of May, 1993.

Reinhilde A. Burns

STATE OF Colorado)
) SS:
COUNTY OF Eagle)

The foregoing was acknowledged by Reinhilde A. Burns
and _____
on the 17th day of May, 1993.
My commission expires: 5/13/96
Witness my hand and official seal.

April L. Rusch
Notary Public



a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The undersigned, being the owner or owners of Lot
69, Filing No. 2, Bellyache Ridge Subdivision,
hereby ratify and approve the Amended and Consolidated
Restatement of Protective Covenants of Bellyache Ridge
Subdivision, Filing No. 1 and Filing No. 2, and agree that this
evidence of approval, when attached to and made a part of the
aforementioned Amended and Consolidated Restatement of Protective
Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing
No. 2, shall constitute approval of the owner or owners of the
aforementioned Lot and shall be counted toward the percentage of
owners required to vote for and/or approve such document in order
to amend those Protective Covenants previously of record.

Dated the 5 day of May, 1993.

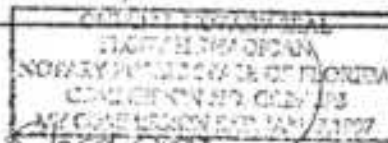
STATE OF FLORIDA)
COUNTY OF BROWARD) SS:

The foregoing was acknowledged by Robert N. Burns

and _____
on the 5 day of MAY, 1993.

My commission expires: _____

Witness my hand and official seal.



Peggy H. Chandler

Notary Public

a\decs\covenant.brh

APPROVAL OF AMENDED AND CONSOLIDATED RESTATEMENT
OF PROTECTIVE COVENANTS FOR
BELLYACHE RIDGE SUBDIVISION

The Board of County Commissioners of Eagle County, Colorado, hereby approves the Amended and Consolidated Restatement of Protective Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing No. 2, and agrees that this evidence of approval, when attached to and made a part of the aforementioned Amended and Consolidated Restatement of Protective Covenants of Bellyache Ridge Subdivision, Filing No. 1 and Filing No. 2, shall constitute evidence of the approval of the Board of County Commissioners of Eagle County to the amendment of the Protective Covenants for Bellyache Ridge Subdivision Filing No. 1, Located in Eagle County, Colorado, recorded in the records of the Eagle County Clerk and Recorder.

Dated the 11th day of July, 1994.

Board of County Commissioners
of Eagle County, Colorado.

By: Johnnette Phillips

Title: Chairman of Board of County Comm

STATE OF COLORADO)
) SS.
COUNTY OF EAGLE)

The foregoing was acknowledged by Johnnette Phillips as Chairman of the Board of County Commissioners of Eagle County, Colorado, on the 11th day of July, 1994.
My commission expires: term
Witness my hand and official seal.

Sara J. Fisher
Notary Public Clerk to the Board



decs\approval.bcc

Bellyache Ridge Subdivision
Eagle County, Colorado

Bellyache Ridge Subdivision

Design Guidelines

Effective December 16, 2020



<https://bellyachesubdivision.com>

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Bellyache Ridge Subdivision

Design Guidelines

Effective December 16, 2020

1. 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.

2. 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 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.

3. 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.

3.1. 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.

3.2. 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.

3.3. 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.

3.4. 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.

3.5. 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.

3.6. 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.

3.7. 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.

3.8. 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 lawn mowers 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.

3.9. 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.

3.10. 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.

3.11. 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.

3.12. 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.

3.13. 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.

3.14. Homesite Identification and Signage

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.

3.15. 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.

4. 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.

4.1. 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.

4.2. 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.

4.3. 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.

4.4. 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.

4.5. 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.

4.6. 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.

4.7. 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.

4.8. 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 colors (e.g., neon or “day-glow” shades) or reflective material.

4.9. 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.

4.10. 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.

4.11. 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.

4.12. 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.

5. Article V: Landscaping

5.1. 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.

5.2. 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.

5.3. 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.

5.4. 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.

5.5. Outdoor Recreation Equipment and Furniture

All play equipment shall be screened from an 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.

5.6. 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.

6. 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.

6.1. 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.

6.2. 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.

6.3. 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 contractors 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.

6.4. Sanitary Facilities

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

6.5. Construction Access

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

6.6. 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.

6.7. 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.

6.8. 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.

6.9. 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.

6.10. 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.

6.11. Firearms

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

6.12. 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.

6.13. 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.

6.14. Pets

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

6.15. 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.

6.16. 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 contractors 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.

6.17. 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.

6.18. 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.

7. 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.

7.1. 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.

7.2. 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.

7.3. 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 lots, 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.

7.4. 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.

7.5. 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.

7.6. 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.

7.7. 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.

7.8. Inspection of Work in Progress

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.

7.9. 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.

7.10. 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.

7.11. 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 7. Article VII, Paragraph 7.7.). 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.

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 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 <https://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. 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	Legal description	Date
Project street address		Project description
Owner name		Owner email
Owner mailing address		Owner mobile phone

Owner's Representative: (e.g., general contractor or house designer)	
Name	Email
Mailing address	Mobile phone

Project applications shall meet the requirements of the Bellyache Ridge Declarations and the Design Guidelines and shall include 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 this completed form to:

bellyacheridge@gmail.com

Form 2: House Square Footage Declaration

Project and Owner Information		
Lot number	Legal description	Date
Project street address		Project description
Owner name		Owner email
Owner mailing address		Owner mobile phone

House Square Footage	
Total Finished Living Area (square feet):	sq. ft.
Total Unfinished Living Area (square feet):	sq. ft.
Total Garage Area (square feet):	sq. ft.
All Other Area (square feet):	sq. ft.
Total Area: Sum of the Above (square feet):	sq. ft.

Applicant: (e.g., owner or owner's representative)	
Name	Email
Mailing address	Mobile phone
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's 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 this completed form to:

bellyacheridge@gmail.com

Form 3: Billing Statement for Compliance Deposit

Project and Owner Information		
Lot number	Legal description	Date
Project street address		Project description
Owner name		Owner email
Owner mailing address		Owner mobile phone

Owner's Representative: (e.g., general contractor or house designer)	
Name	Email
Mailing address	Mobile phone

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

Form 4: Notice to Proceed Letter

Project and Owner Information		
Lot number	Legal description	Date
Project street address	Project description	
Owner name	Owner email	
Owner mailing address	Owner mobile phone	

Bellyache Ridge Homeowners Association

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	Legal description	Date
Project street address		Project description
Owner name		Owner email
Owner mailing address		Owner mobile phone

Request for return of compliance deposit		
This project has passed the final site inspection and the Committee has approved a 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	\$
Payee address	Amount retained	\$
	Amount released	\$

Approved by HOA Board Member:		Date
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**Minutes of the Annual Meeting
of the Bellyache Ridge
Homeowners Association**

September 24th, 2023

The Annual Meeting of the Bellyache Ridge Homeowners Association was held on September 24th, 2022 at 4:00 p.m. via a Zoom Call originating 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:

- Laura Waniuk, President
- Mary Pierce, Director
- Karen Konicek, Director

The following residents were also in attendance:

- Ray Selvy – Bellyache Ridge Metro Board President
- Keith Ruebsam – Bellyache Ridge Metro Board Director
- Tom McCalden
- Marsha McCalden
- Jan Strauch
- Karen Shalek
- Alex Zion
- Kerry Kirksey
- Bill Willins
- Deb Worley
- Elizabeth Gottlieb
- John Shipp

Also in attendance was:

- Shannon Crockett – Recording Secretary

**Call To
Order**

The Annual Meeting of the Bellyache Ridge Homeowners Association was called to order by President Laura Waniuk on September 24th, 2023 at 4:06 p.m. welcoming everyone to the meeting. President Waniuk reviewed the agenda and asked that all homeowners hold their questions until the end of the meeting and that each question will have a 3 minute time limit to address.

Board

Election

President Waniuk then asked if there were any board nominations from the floor. There being no nominations she then asked for the homeowners to formally elect her, Mary Pierce, and Karen Konicek back to the board. Having met the qualifications to be eligible for the board, it was seconded, and unanimously:

RESOLVED to reelect the acting board as is.

Minutes


The Board then review the minutes from the last Annual Board meeting on September 18th, 2022. A motion was made to accept the minutes as presented, it was seconded; an:

RESOLVED: To approve the September 18th, 2022 BR HOA Annual Meeting Minutes.

Financials

Annual Revenue from Homeowner's dues and assessments remain around \$13.7K. The biggest expenses continue to be Fire Mitigation and Accounting and Admin costs for Marchetti and Weaver. In terms of expenditures the HOA is a little bit over budget in the Fire mitigation line by \$4,000 for projects but the board feels that there are plenty of savings in other areas that will make up for by year end. The fund balance over the last couple of years has remained at \$99K and the board has begun to place some of these funds into CD's to earn interest rather than keeping them in a zero interest account. Director Mary Pierce reviewed with the HOA:

INVESTMENTS		
For many years the Bellyache Ridge HOA funds were in zero interest accounts. This year a portion of the funds were moved into interest generating accounts from FirstBank to CityWide Bank.		
CityWide Bank long term investments	Initial Deposit	Interest Rates
Money Market	\$4,706.00 ^{* earned balance}	2.5%
3 Month Term	\$25,000.00	3 month CD - .03%
6 Month Term	\$25,000.00	6 month CD - 4.205%
12 Month Term	\$22,000.00	12 month CD - 3.96%



Fire

Mitigation

Director Mary Pierce presented the work that the BRHOA board has been doing and reviewed some learnings from the recent forest fire on the island of Maui, in Hawaii. The Maui Fire and the recent I-70 fire showed that it's important to be ready for the following things: 1) Sign up for the Eagle County Alert System (even if you're a

second homeowner.) 2) Prepare yourself for an evacuation should it be necessary. 3) have an evacuation plan posted; especially for renters and guests. And 4) Protect your home by having an inspection with Eagle County Fire.

2023 was the 4th year of the Chipping program and it continued to be successful! The BR Metro Board also had Donnie work on clearing some of the deadfall in Ferries Ditch, 75 yards of chips. The board would like to see greater participation in 2024 from second home owners in order to maintain consistency. Two volunteer days also helped a few lot owners who were unable to do the clearing themselves; which also lead to the success of the project. Director Mary Pierce recognized the previous BRHOA board for leaving a nice amount of money for the clearing. Since she also serves on the county level; a lot of HOA's don't have enough money for programs like this.

The Firewise Committee is reapplying for the designation in 2024 and the importance of this designation does encourage insurance companies to not necessarily give discounts but it does encourage them not to pull out of these areas. Great news on 14 Fire Assessments completed in 2023 which is up from 0 in 2019.

**Neighbor-
Hood
Security**

Director Mary Pierce then updated all attendees that the No Parking signs installed at Nottingham Point for no overnight parking allowed and security cams were also installed. Due to the heavy winter there was not a lot of activity. Starting in the Spring there were more incidents. It's important for residents to call the Sheriff if they see any activity past hours and noise issues. The message is getting out that Nottingham Point is not open for parking from 8pm to 7am to the community. The board has asked the Police to send a car up between 12am - 3am Fri and Sat nights so as to keep people away. The idea of a Neighborhood Watch Committee has been tabled at this time due to a decline of incidents. The board encourages any suspicious activity to please capture the license plate number and send it to a Board Member.

**Planned
Unit**

Development President Laura Waniuk reviewed the current PUD housing project that is being developed near the Wolcott I-70 exit. The County Commissioners approved the sketch plan in August. There's a lot of material around this development but homeowner's are encouraged to stay on top of it because it will affect and change the Valley floor beneath BR. Please send any thoughts of concerns to Eagle County and Developers. There are concerns with the wildlife, there is encouragement for a new fire station. There are only two exits planned at this time which will affect Highway 6. The developers have been asked to add more commercial space. At the time of the annual meeting the project was still open to significant change; however this is where it stands:

Planned Unit Development

Project Description
Location

- Wolcott - east of Hwy 131 and Hwy 6 intersection
- Small portion located south of I-70
- Parcel Numbers: 1941-232-00-038 & 1941-232-00-37

Size

- Total Parcel Acreage: 133.29 Acres
- Proposed PUD Acreage: 72.17

Development Proposal

- 360 Max Residential Units
- 10,000 sq ft Commercial
- 26.76 acres Open Space

Applicant: Resort Concepts - Jeff Townsend

Figure 2: Zoning Map
Planning File: PDB-6241

Updating BR HOA Documents

In order to change any of these documents 2/3's of the homeowner's would need to sign off on it. The board wants to look into what can be done to get some of the documents to update and reflect today's modern world. Such as email usage, newsletters, accessory dwelling units, rules around outdoor fires, there are a number of rules that are ignored by homeowner's, recreational vehicles, leaving trash cans on the road, requiring bear resistant trash cans, etc. The Board wants to revisit penalties for noncompliance. The board invites homeowners to review the documents and give feedback before the end of 2023. The next step is the Board will contact an attorney to start the process.

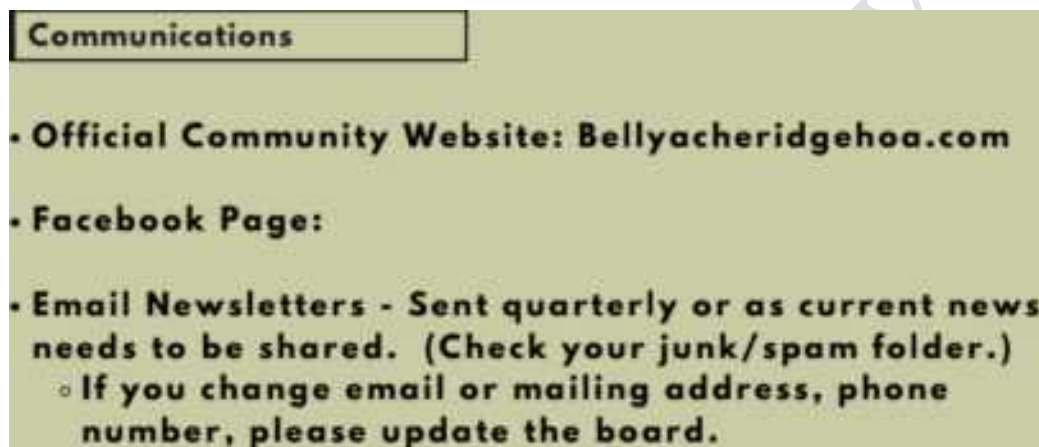
HOA Governing Documents

Updating the HOA Governing Documents
Please take the time to read the following Bellyache documents to ensure you are in compliance:

1. Articles of Incorporation: 50 years old
2. Protective Covenants: 30 Years old
3. By Laws: 29 years old
4. Rules and Regulations: 5 years old
5. ACC Guidelines: 3 years old, but in need of updates

**Bellyache
Ridge
Communi-
cation**

The official BR HOA website is: <https://bellyacheridgeHOA.com> There's also the BR FaceBook Group Page; which you can request to be added to. Lastly, BR HOA newsletters are sent out quarterly by the board and you can go to the website to be added to the newsletter distribution list. These 3 mediums are the best way to stay up to date with neighborhood happenings. The official HOA email address is: bellyacheridge@gmail.com President Laura Waniuk reiterated the importance of ensuring that you are getting the email communications from both the HOA and the Metro board.



**Architecture
Control
Committee**

Director Mary Pierce and ACC Committee Member reviewed the current projects in work:

- Lot 173 (Schneider) – Mark Scully, the builder, hopes that they will be done in September as they've had issues finding workers.
- Lot 15 (Ripmaster) – has started work on her garage and yoga studio and concrete was poured last week.
- Lot 62 (Weaver) – The homeowner at this time is still working on the garage as the board has approved it.
- Lot 45 (Bell) – He will have access it below Scrip lot. He's had a hard time lining up people to do the work and the costs of materials are high right now. Mary advised him that he will need to resubmit when he's ready to start.

She also reminded everyone to check the ACC Guidelines before you begin a Project and remember to submit your application form to the ACC.

**Bellyache
Ridge Metro
District
Water
Report**

President Ray Selvy of the Bellyache Ridge Metro District updated the attendees on the Bellyache Ridge Metro Water District. 2 years ago the BRMD declared an Emergency Water Status. The BRMD is happy to report that the wells today are replenishing themselves more quickly however not as quickly as 2019 and the board is still in a Water Supply Emergency and still requesting conservation. The finances remain sound for the BRMD with a projected \$314K at the end of the year with monies being added to it. The board does feel that our wells have a useful life and are going to need \$500K to address it. The Flow Meters have placed 2 out of 3 of them and the board is now getting more accurate information with remote reporting. Firms have been hired to do ultra-sonic leak detection and the board is working to figure out where it is coming from and is an ongoing effort.

Current members of the board in addition to Ray are: Keith Ruebsam, Jay Kirksey, Liz Leeds, and Allison Ebbets. If you have any questions please reach out to any of the board members or go to the website at: www.bellyachesubdivision.com

**Homeowner
Comments &
Questions**

Jan Strauch - With an increase in property values has the board been discussing our mill levy rate?

BRMD Director Keith Ruebsam - As Treasurer of the Metro District. This year's election will have Proposition HH that affects how tax is withdrawn from our Property Values and so everything is up in the air until the election. The BRMD tries to set the Budget at the next October Meeting but everyone on the board knows that the mill levies will be subject to the voting outcome at this time. Mill Levies and Water Rates have not been changed as of right now but will be under discussion at the October Meeting which is open to the public.

Jan Strauch – where can homeowner's find PUD Meeting updates and share their opinions?

There is concern for the Eagles nest at this time. The Fire Station is in the wrong location. 20 homes are being developed around the sharp curve. There is a lot of opportunity for people to get involved. It would be good to have the HOA send a letter to the County commissioners. High Level support from The Sierra Club, the Autobahn Society, etc. to see if some of these groups can help leverage. A larger Post Office will also need to be addressed because it cannot support the addition of several homes. Public input is limited to 3 minutes at the Eagle County meetings and people need to volunteer on a 3 minute topic, practice, and be ready to represent.

Tom McCalden - Water Consumers - what penalties are in place for large water consumers by the BRMD? Is it time to ban all lawn sprinkler systems?

BRMD President Ray Selvy - The BRMD has put into place a tiered water rate billing system which seems to be working pretty consistently. The board does work with homeowner's on an individual basis.

BRMD Director Keith Ruebsam - One of the ways that we have been trying to reduce water consumption is to compress our water rates so that if you choose to use more water then you're going to have significantly increased cost in doing so. The Board is seeing month over month that consumption has been reduced to 88% of households have consumed less than 6k gallons/month. The board does not dictate on what homeowner's choose to use those gallons towards.

Alex Zion - Can there be more transparency in the neighborhood as to who's using more water?

BRMD President Ray Selvy - The board does review all of the usage and it is provided on the Metro Board website by name.

Bill Willins – ACC Committee Member - They have a good video replay of the EC PUD meetings please be aware that you can still watch it. President Laura Waniuk sent the link out in one of the newsletters. In regards to fire, please consider buying a small Fireproof safe as those are good to keep key documents in. The Eagle Springs people did recommend round-a-bouts to help alleviate traffic conjunction.

Mark & Karen Shalek - They now own Sante's old house. They're extremely happy to be in the neighborhood and ultimately they'll be there as their primary home. It's the first meeting and they're looking forward to being up there with the community. As new homeowners thank you for helping with the new irrigation system.

Director Mary Pierce - please send any ideas for a new homeowner packet to be provided to people.

Jan Strauch - The meetings are always better if done in person.

Director Mary Pierce - The board is going to send out a survey as to what time is best for this meeting and also ask for volunteers to host the 2024 Annual Meeting in December Newsletter.

Adjournment and Notice of

Next Meeting The next meeting, which is the Board of Directors HOA Meeting, will be held on Wednesday, October 18th, 2023 at 6:00pm via a Zoom Meeting. A motion was brought forth by President Laura Waniuk and Director Mary Pierce 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 24th day of September, 2023, at 5:31 p.m.

Respectfully submitted,

Shannon Crockett

Acting Recording Secretary for the Meeting

Subject to Approval

**Minutes of the Regular Meeting
of the Bellyache Ridge
Homeowners Association
Board of Directors
February 22nd, 2024**

A Regular Meeting of the Board of Directors of the Bellyache Ridge Homeowners Association was held on February 22nd, 2024 at 6:00 p.m. via a Zoom Call, 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:

- Laura Waniuk - President
- Mary Pierce
- Karen Konicek

**Call To
Order**

The Regular Meeting of the Board of Directors of Bellyache Ridge Homeowners Association was called to order by President Laura Waniuk on February 22nd, 2024 at 6:01 p.m. noting that a quorum was present.

Minutes

The Board reviewed the minutes from the last two Board meetings on October 18th, 2023 and December 20th, 2023. A motion to accept the October minutes as presented was made; it was seconded, and by motion duly made and seconded, it was unanimously:

RESOLVED: to approve the October 18th, 2023 Regular Meeting minutes as presented.

A motion to accept the December minutes with one correction to the ACC category Lot 15 section; it was seconded, and by motion duly made and seconded, it was unanimously:

RESOLVED: to approve the December 20th, 2023 Regular Meeting minutes as presented with one minor correction.

**Architecture
Control**

Committee The HOA Board reviewed the current ACC Applications and projects and noted that there was no change since the last meeting:

- Lot 173 (Schneider) – Moved in on December 15th and the ACC will need to do a final inspection in the Spring to see their landscaping. Once approved their deposit will be returned.

- Lot 15 (Ripmaster) – The yoga studio is complete but the board still needs to inspect it. Once approved the deposit will be returned.

Treasurers Report

The BRHOA Statement of Revenues Expenditures and Changes in Fund Balance dated December 31st, 2023 Actuals was reviewed, as prepared by Marchetti & Weaver, LLC. The report shows a Beginning Fund Balance of \$86,156 with current Revenues of \$13,889. Expenditures totaled (\$16,448) with an Ending Fund Balance of \$83,597. Overall, the BRMD remains in sound financial position, able to meet the estimated operating costs and continuing to contribute to the BRHOA Fund in 2024.

Director Mary Pierce voiced that the board is hoping that the new accountants will be able to update the CD's and the financials monthly for the packet once we get our new person trained. She also talked to Citiwide about a \$20 fee that was being charged that the board was unaware of cause it was more than the interest earned on the account. She asked Citiwide to move the monies over to a CD which took 2 requests so the board will end up with 4 accounts instead of 3. The renewal rates are dropping however with the accounting company change the board wants to look at perhaps changing banks.

Accounts Receivables

The board reviewed the AR Aging Report as of February 19th, 2024, which was not included in the packet but President Laura Waniuk shared it on the meeting. Since the Annual Dues Invoices were just sent out about a 1/3 of homeowner's still owe their annual dues at the time of the meeting. The board will address any past due accounts at the April meeting.

Accounts Payables

A motion was brought forth to pay Marchetti & Weaver LLC \$2,738.92 for Accounting services.

A motion was brought forth to pay AmCoBi in the amount of \$323 for HOA Dues Billing.

A motion was brought forth to pay Vail Valley Bookkeeping in the amount of \$175 for the October Meeting Minutes.

RESOLVED: to pay the February 2024 Accounts Payables in the amount of \$3,236.92.

Fire Mitigation

Director Mary Pierce updated the board that she received a call from Katie Jenkins and thought BRHOA would be a good candidate for the Fire Adapted Colorado grant which is a \$1500 match. It's for contiguous land to BLM and Forest Service Land and it's for open space in Bellyache Ridge Subdivision but not for privately

owned property. With the match it would grant an additional \$3,000 of removal and Donnie would have time and labor resources to do the additional open space work.

New

Business

Director Mary Pierce then formally shared with the board that Marchetti & Weaver has resigned as both the HOA and Metro Board's accounting firm as of February. The board has decided to go with High Altitude Accounting Services out of Gypsum. The agreement has been signed and the board will need to meet with them to do some training. The AP process will change to an electronic version of approval.

As a result of Marchetti & Weaver's resignation the BR HOA now has a new PO Box address and will now use the High Altitude Accounting PO Box for AP reasons and to simplify the billing process for everyone. Director Karen Konicek is going to ask Kenji for a list of AP payees from the last 18 months to provide to the new accounting firm. The board will work with Marchetti & Weaver on how best to forward mail to the new address in Gypsum.

Director Mary Pierce then brought up what the board wants to do with all the historical paperwork from Marchetti & Weaver. The board wanted to look into seeing if someone in the subdivision would be interested in doing all of the scanning uploading, and filing of the paperwork. Director Karen Konicek volunteered to go and pick up the boxes but some of those are for the Metro Board and some of the boxes are comingled. She will temporarily store them until the HOA board and the Metro Board can go through the boxes to separate and throw out what doesn't need to be scanned. Then the scanning can begin.

Director Mary Pierce updated the board at the next PUD Review has been postponed until next October, however this has not been confirmed for the public at this time.

Director Mary Pierce then shared with the board how she would like to better promote the Eagles Petition more. One idea is to place an ad in the Vail Daily with a QR code that goes directly to the petition using donor funds. The other idea is do a GoFundMe flyer with a QR code directing to the Save the Wolcott Eagles Petition. It was also discussed that it's not only about the Elk but it's also about the elk and deer herds. The board agreed that the best thing to do is remain in communication and up to date on the PUD and keep doing the work as it progresses.

Adjournment and Notice of

Next Meeting

The next meeting will be held on April 17th, 2024 at 6:00 pm via a Zoom call. A motion was brought forth, it was seconded. 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 22nd day of February 2024, at 7:15 p.m.

Respectfully submitted,

Shannon Crockett
Acting Recording Secretary for the Meeting

Meeting Minutes are contracted through Vail Valley Bookkeeping, the Contract for the compensation of these minutes can be found on www.bellyachesubdivision.com

**Minutes of the Regular Meeting
of the Bellyache Ridge
Homeowners Association
Board of Directors
April 17th, 2024**

A Regular Meeting of the Board of Directors of the Bellyache Ridge Homeowners Association was held on April 17th, 2024 at 6:00 p.m. via a Zoom Call, 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:

- Laura Waniuk - President
- Mary Pierce
- Karen Konicek

**Call To
Order**

The Regular Meeting of the Board of Directors of Bellyache Ridge Homeowners Association was called to order by President Laura Waniuk on April 17th, 2024 at 6:13 p.m. noting that a quorum was present.

Minutes The Board reviewed the minutes from the last Board meeting on February 22nd, 2024. A motion to accept the February minutes as presented was made; it was seconded, and by motion duly made and seconded, it was unanimously:

RESOLVED: to approve the February 22nd, 2024 Regular Meeting minutes as presented.

**Architecture
Control**

Committee The HOA Board reviewed the current ACC Applications and projects and noted that:

- Lot 173 (Schneider) – This project is complete and the board plans on walking it in June. Once approved their deposit will be refunded.
- Lot 15 (Ripmaster) – The yoga studio is complete but the board still needs to walk it now that the snow has melted.
- Lot 2 (Zion) – The owners are remodeling the house. The board is inclined to approve contingent upon the neighbor's response. The phone number was disconnected but found another phone and called but still waiting to hear back from them. Millie hopes to get building permit next Friday.

- Lot 62 (Weaver) – The homeowner at this time is still working on the garage and hopes to start building this Spring.
- Lot 45 (Bell) –The board still has the deposit for this project, however since he has not started the project in 3 years now they want to give it back to him.
- Lot 47N (Shipp) – The driveway was cut in 2023 and last the board knew he is supposed to start building this Spring.

**Treasurers
Report**

The BRHOA Statement of Revenues Expenditures and Changes in Fund Balance dated March 31st, 2024 Actuals was reviewed, as prepared by High Altitude Accounting. The report shows a Beginning Fund Balance of \$86,156 with current Revenues of \$16,683.41. Expenditures totaled (\$1,362) with an Ending Fund Balance of \$101,477. Overall, the BRMD remains in sound financial position, able to meet the estimated operating costs and continuing to contribute to the BRHOA Fund in 2024.

President Laura Waniuk shared that due to several factors the board has decided to move their financial accounts from Citibank over to Alpine Bank. There were communication challenges and the customer service has been poor which were major driving factors in making the executive decision.

**Accounts
Receivables**

The board reviewed the AR Aging Report as of March 28th, 2024. Since the Annual Dues Invoices were just sent out, only 9 homeowner's still owe their annual dues at the time of the meeting. The board will address any past due accounts with each residence individually.

**Accounts
Payables**

The board did pay out \$1,325 in Accounts Payables however with the transition to High Altitude Accounting an AP Detail report was not provided. However President Laura Waniuk did request one and it will be reviewed and shared at the June Meeting.

**Fire
Mitigation**

Director Mary Pierce updated the board that the chipping program is on pace and all the piles need to be built by June 10th. The newsletter has been sent and it's posted on the BRHOA FB group. Everything is same as last year with the County providing matching funds. And the Board has applied for Fire Adapted Colorado grant and the board has been awarded \$3k plus the HOA will match an additional \$1500. Director Mary Pierce is still working on getting a Firewise Happy Hour set up due to discrepancies with dates and available homes to host it. Right now May 17th is the proposed date of the event. One thing the board is interested in looking into reflective signs for residences. Which FACO (Fire Adapted CO) recommends because in the event of a fire when it's smoky it's hard to see the address numbers in the Ridge. You can buy them on Amazon and they're not very expensive.

Singletree is focusing on implementing reflective signage, this year. However it was agreed that it can be difficult to get all the homeowners to change in BR. The Firewise signs are here but now need to find out where to hang it as it tends to be hit by the snowplows and the County has a lot of regulations in regards to signage as long as they are not in the way of the County right away. The FACO grant is for Metro property but want to first identify how much they can pull out because what they have pulled out has been the "easy stuff" and now it's down to the harder to reach interior areas of the Metro land. The HOA board has sent some letters out to individual lots who have a lot of deadfall on their property to try to get them more engaged.

**Old
Business**

President Laura Waniuk reiterated that the board has officially moved on to High Altitude Accounting services with Janaine Frew and away from Marchetti & Weaver. So far the transition has been smooth and the board is impressed with Janine's level of professionalism.

As a result of Marchetti & Weaver's resignation the BR HOA now has all of the mail is going to High Altitude accounting so there is no longer a need for a PO Box. The board did attempt to get a new PO Box however there was a lot of red tape and have not opted to forgo it.

President Laura Waniuk then updated the board on the BR HOA Historical Records project. All board members went through roughly 15 boxes of records dating back to the 1970's. All documents not required to be kept legally or are not relevant have been shredded. All other documents kept will be scanned and updated. The scanning will require some time as it's a lot of organizing between nomenclature buckets.

Director Mary Pierce updated the board that the PUD petition as of April 15th was at 1318 signatures. There are 3 baby eagles in the nest and only about 20% of active Eagles nests have triplets and generally all 3 of them live. So all is well this year with our Eagles nest site. A small committee has been formed to continue to gather support for the Eagles. Jaci with the Eagle Valley Wildlife Round Table was put in contact with Director Mary Pierce as well as the Eagle County Land Trust and the Eagle County Open Space. Jaci was also going to look for collision data with the elk and deer on the roads. There has been no official notice of the next public meeting. Homeowner Jan Strauch is working on a meeting with the Fire Dept. on the proposed location on the Fire Station. The board will keep up on PUD as it will be a continuing over several years.

**New
Business**

President Laura Waniuk shared that the board met with the Insurance Broker and recognized that there was a policy that wasn't renewed which is the Protective policy and he's going to research it and follow up.

President Laura Waniuk then noted that the annual neighborhood cleanup will be on Saturday, May 4th. Homeowner Beth Affleck is going to be lead for waivers and RSVP's. The hope is since the snow isn't as heavy that the May 4th date won't need to be pushed back.

Director Mary Pierce then shared that the Bellyache Bear sign needs to be given some love and get some new paint and refreshing. There are 3 signs total that need to be refreshed. Shannon Crockett recommended a local artist and said that she would get their contact info to the board.

**Adjournment
and Notice of**

Next Meeting The next meeting will be held on June 26th, 2024 at 6:00 pm via a Zoom call. A motion was brought forth, it was seconded. 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 17th day of April 2024, at 7:29 p.m.

Respectfully submitted,

Shannon Crockett

Acting Recording Secretary for the Meeting

Meeting Minutes are contracted through Vail Valley Bookkeeping, the Contract for the compensation of these minutes can be found on www.bellyachesubdivision.com

**Minutes of the Regular Meeting
of the Bellyache Ridge
Homeowners Association
Board of Directors
June 26th, 2024**

A Regular Meeting of the Board of Directors of the Bellyache Ridge Homeowners Association was held on June 26th, 2024 at 6:00 p.m. via a Zoom Call, 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:

- Laura Waniuk - President
- Mary Pierce
- Karen Konicek

Also in attendance was:

- Shannon Crockett – Recording Secretary
- Janet Farris
- Keith Ruebsam - Homeowner

**Call To
Order**

The Regular Meeting of the Board of Directors of Bellyache Ridge Homeowners Association was called to order by President Laura Waniuk on June 26th, 2024 at 6:06 p.m. noting that a quorum was present.

Minutes

The Board reviewed the minutes from the last Board meeting on April 17th, 2024. 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 17th, 2024 Regular Meeting minutes as presented.

**Architecture
Control**

Committee

The HOA Board reviewed the current ACC Applications and projects and noted that:

- Lot 173 (Schneider) – Bill Willins and Mary spoke with them last week to have the \$1K compliance deposit returned to them. The bill was sent for approval and should go out soon.
- Lot 15 (Ripmaster) – From the road her place looks great and Mary has sent her 2 messages that Bill and she needs to go over and inspect it but she has not responded.

- Lot 2 (Zion) – The owners are remodeling the house and just got the building permit and she will start construction around the 4th of July and Millie needs to send the compliance deposit before then. We need to tell the Zion's that they need to send it.
- Lot 62 (Weaver) –Garage is also scrapped because of the construction costs being too high.
- Lot 45 (Bell) – The ACC has reviewed and approved a house for Doug Bell off of Big Dipper which has been on hold for 3 years because construction costs were too high. He is aware that he has to resubmit everything to the board.
- Lot 47N (Shipp) – The driveway was cut in 2023 and last the board knew he is supposed to start building this Spring but he is holding off because the construction costs are too high.

Treasurers Report

The BRHOA Statement of Profit & Loss dated May 31st, 2024 Actuals was reviewed, as prepared by High Altitude Accounting. The report shows a Beginning Fund Balance of \$86,156 with current Revenues of \$17,225. Expenditures totaled (\$6,337) with an Ending Fund Balance of \$99,683. Overall, the BRMD remains in sound financial position, able to meet the estimated operating costs and continuing to contribute to the BRHOA Fund in 2024.

President Laura Waniuk shared that due to several factors the board has decided to move their financial accounts from Citibank over to Alpine Bank and the CD's are accruing interest.

Accounts Receivables

The board reviewed the AR Aging Report as of May 30th, 2024. Only two homeowners are past due and the board members will reach out to them. The good news is the Metro Board has left AmCoBi which will hopefully alleviate any confusion with homeowner's as where to send the dues. Laura suggested adding a link to the HOA website that directs homeowners to the Metro Website now that there's two different payments locations now. Director Mary Pierce reached out to McCalden's and then President Laura Waniuk volunteered to reach out to Liz Leeds. As for the credits it was agreed to have AmCoBi to refund the balances.

Accounts Payables

The board did not ratify the Accounts Payables. With the transition to High Altitude Accounting an AP Detail report was not provided. However President Laura Waniuk did request one and it will be reviewed and shared at the next Meeting. The Accounts Payable from the April and June meeting will be voted on at the August meeting.

Fire Mitigation

Director Mary Pierce updated the board that the HOA had another fabulous year of chipping. The good news is the board pushed back the project one more week to see

if there was more wood and participation. Director Mary Pierce made a few phone calls to some of the homes who were not participating and she was happy to see that they did do some work, which made a big difference. The lot next to the McBride lot needs work; which they live in Eagle, but they do need to do some work. Homeowner Keith Ruebsam did make note that this is a voluntary program.

Director Mary Pierce shared that the County was able to get a grant from FACO which is to be used for the open space and Metro is going to be running that program. Donnie contracted with the BRMD and is going to go walk that area to see what's back there as it will be from Ferrie's Ditch up.

Homeowner and BRMD Board Member Keith Ruebsam shared that the Metro Board also got an additional \$1.5K from the County and \$1.5K from the HOA plus the FACO so the Metro will spend \$6K on chipping. The Metro is working with another Grant organization for Hugh - plus match and want to make this a year over year basis of work. Director Mary Pierce noted there are still some piles that they need to do a controlled burn, which needs to be done in winter when the weather is better.

PUD Updates

Director Mary Pierce shared that all 3 eagles have fledged and the little remaining runt was afraid to fly for 2 weeks but he eventually flew. The petition is up 1,510 signatures and it has been posted onto Eagle County Classifieds and Eagle County Happy Classifieds, which picked up a couple of 100 more signatures. Mary is going to Eagle Flight Days and is going to try collect more signatures. The Fire Captain sent Mary a letter on feedback on where to build the new Fire Station and they are testing the waters about doing a Mill Levy to get the station built. A Red Sky Ranch Member has also joined the team.

The recap from the Senator's visit is he was up here, looked at the Eagles, and is supportive. Mary feels if the PUD passes then a Wildlife tunnel needs to be built and assistance from the Senator and State will be needed to look at creating a conservation area.

Other Business

It was brought to the board's attention that Weed Spraying hasn't happened the last 2 years and a proposal was brought forth to do it this year and was quoted \$1,750. The board agreed that we should do it once, see how it goes and then look at it again next year. A motion to accept the proposal as presented was made; it was seconded, and by motion duly made and seconded, it was unanimously:

RESOLVED: to approve the Weed Spraying proposal in the amount of \$1,750 to be completed this summer.

Bellyache Bear Signs – all 3 bears needs to be refreshed and repainted. Laura will take pictures of the two that are up and share with the board.

Speeding & Wildlife - One of the Marmots got hit by a black pick-up truck and he almost hit a Mama Quail with babies. It was agreed that the board should send out a reminder to the resident's that vendors, themselves, and visits should adhere to the speed limit and watch for wildlife.

Noise at the Point - It's the same as it's been in previous years and Eugene picked up Corona bottles, a vodka bottle, and a condom. It was agreed that we need to reenergize visits from the police department each night. Laura will add another note in the newsletter to call the Sheriff if they see suspicious activity along with the number.

Bird Feeders - Reminder that bears rely on them for food and they're really not a good idea for Summer when the bears are out as they attract bears. Bird baths and bird homes are fine in the summer.

Annual Meeting - The board is still looking for a location. President Laura Waniuk is going to put a note in the newsletter that they're looking for volunteer homes.

BRHOA Newsletter - Still missing a lot of email addresses and phone numbers to collect contact info for the board. President Laura Waniuk is also going to add in blurb on ACC applications need to be filed before starting projects. And another blurb on loose dogs and dog poop need to be picked up.

Homeowner Keith Ruebsam had some questions on the Insurance and wanted to know about the Protective policy and feels it should've been the Director HOA Association Package and General Liability Other policy. Marchetti never paid the bill and so it was dropped. It was resolved and back dated to March when it was renewed. He also asked for a copy of the Disclosure Package document which President Laura Waniuk it's on the website and he can download it from there. The last he saw it was in 2022. Basically a lot of info on finances, documents, etc. and the disclosure still needs to be updated to 2023.

Homeowner Keith Ruebsam asked if the board has signed an agreement with the new accountant firm and if the 2024 budget was formally approved. President Laura Waniuk shared that it was not formally approved due to the transition from one accountant to another. Homeowner Keith Ruebsam asked that it get formally approved at the next meeting. A motion to approve the 2024 Budget as presented was made; it was seconded, and by motion duly made and seconded, it was unanimously:

RESOLVED: to approve the 2024 Budget as presented.

Homeowner Keith Ruebsam brought to the board's attention that a residence made some changes to the exterior of their house and painted, and changed some landscaping but they did not follow the protocol. Director Mary Pierce shared that she did reach out to them via email informing them that they need to follow the protocol.

**Adjournment
and Notice of**

Next Meeting The next meeting will be held on August 21st, 2024 at 6:00 pm via a Zoom call. A motion was brought forth, it was seconded. 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 26th day of June 2024, at 7:31 p.m.

Respectfully submitted,

Shannon Crockett

Acting Recording Secretary for the Meeting

Meeting Minutes are contracted through Vail Valley Bookkeeping, the Contract for the compensation of these minutes can be found on www.bellyachesubdivision.com

**Minutes of the Regular Meeting
of the Bellyache Ridge
Homeowners Association
Board of Directors
August 21st, 2024**

A Regular Meeting of the Board of Directors of the Bellyache Ridge Homeowners Association was held on August 21st, 2024 at 6:00 p.m. via a Zoom Call, 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:

- Laura Waniuk - President
- Mary Pierce
- Karen Konicek

Also in attendance was:

- Shannon Crockett – Recording Secretary
- Janet Farris
- Keith Ruebsam - Homeowner

**Call To
Order**

The Regular Meeting of the Board of Directors of Bellyache Ridge Homeowners Association was called to order by President Laura Waniuk on August 21st, 2024 at 6:01 p.m. noting that a quorum was present.

Minutes

The Board reviewed the minutes from the last Board meeting on June 26th, 2024. 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 26th, 2024 Regular Meeting minutes as presented.

**Architecture
Control
Committee**

The HOA Board reviewed the current ACC Applications and projects and noted that:

- Lot 15 (Ripmaster) – The ACC Committee is still trying to schedule the final inspection so they can send her back her deposit but they hope to get that done soon.
- Lot 2 (Zion) – They have submitted their compliance deposit and have started construction. It did take them awhile to get the building permit from Eagle County.

**Treasurers
Report**

The BRHOA Statement of Profit & Loss dated July 31st, 2024 Actuals was reviewed, as prepared by High Altitude Accounting. The report shows a Beginning

Fund Balance of \$86,156 with current Revenues of \$17,981. Expenditures totaled (\$5,527) with an Ending Fund Balance of \$99,683. Overall, the BRMD remains in sound financial position, able to meet the estimated operating costs and continuing to contribute to the BRHOA Fund in 2024.

Director Mary Pierce made a motion to approve the 2024 BR HOA Budget as presented, it was seconded and unanimously:

RESOLVED: to approve the 2024 BR HOA Budget as presented.

Homeowner Keith Ruehsam suggested that the BRHOA board should be reviewing a 2025 draft budget and then formally vote on it at the December meeting. President Laura Waniuk said that she would send an email to High Altitude Accounting to have that prepared for the next meeting.

**Accounts
Receivables**

The board reviewed the AR Aging Report as of May 30th, 2024. Only two homeowners are past due and the board members will reach out to them. President Laura Waniuk sent email to both accounts. She heard back from both and there was some confusion on to set up payment with AmCoBi. They directed both homeowners back to AmCoBi to sort it out.

**Accounts
Payables**

With the recent change in accounting firms the board reviewed the AP from April, May, and June 2024 in the amount of \$6,247 as presented by check payment.

The board then reviewed the July 2024 AP in the amount of \$2,014 as presented by check payment. A motion was made by President Laura Waniuk to ratify the April, May, June and July 2024 AP all at once, it was seconded, and unanimously:

RESOLVED: to ratify the April, May, June, and July 2024 Accounts Payables in the amount of \$8,261.

**Fire
Mitigation**

Director Mary Pierce updated the board that the wood chipping project went well as there's roughly \$50 left in the budget. Donnie is now working on the Metro Board's portion of the deadfall clearing. The \$6,000 from the FACO grant is also being used in this project.

Eagle County was up at Bellyache doing some filming on fire mitigation work that has been done so it was good to see the good PR for the subdivision. At this time the fire mitigation projects are pretty much complete and will resume again in the Spring of 2025.

**PUD
Updates**

Director Mary Pierce shared that a feedback letter was written to the Fire Department from the HOA that the consensus should be placed on the lower valley floor and not at the lower end of Bellyache. The Fire Department did share back

that they are no longer considering lower Bellyache as a location due to the proximity of Horse Mountain Ranch. They are working on a land swap with the BLM trying to configure the space for the Post Office and the Fire Department in addition to the development of the 10 homes. The board is going to continue to communicate with local developer, Eagle County, and other vocal residents.

Other Business

Speeding & Wildlife – The board has received complaints about it and Mary Alan volunteered to do some research on getting one of those sign that will flash and tell the driver what their speed is. The board will see what options are brought forth and will take it into consideration at the next meeting.

Disclosure of Statements of 2023 & 2024 – President Laura Waniuk is working on getting the documents organized.

Bellyache Ridge HOA Entry Signs – The new homeowners of the 4000 BR Rd. who are outside of the BRHOA subdivision; had their gardeners pull out all of the florals and plants because they deemed them as “weeds”. Director Mary Pierce spoke with the homeowner and she would replace the plants. There was some concern as to which type of plants should be used in that space and the homeowner became offended. After further research with the Eagle County there is no documented record of that space being under the jurisdiction of the BRHOA. The next step would be for the BRHOA to apply to the county to get it recorded as a prescribed easement. The board agreed that at this point is to leave the situation as copacetic as possible and let the homeowner plant what they prefer. If annuals are planted then the deer will eat them, winter will be here soon and perhaps it can be relocated or readdressed next spring.

Bellyache Bear Signs – no update at this time but the board will continue to work on it.

Annual Meeting – President Laura Waniuk shared that despite sending out the Newsletter there were still no homeowners who volunteered so the meeting would need be held via a Zoom Conference call. The Meeting Materials Packets would need to printed, assembled, and mailed out by the end of August. President Laura Waniuk said she would buy the supplies needed for the mailings. The meeting will be held on Sunday, September 22nd, 2024 at 4pm.

Director Mary Pierce had some recent feedback from a homeowner that there is poison hemlock within the subdivision, which is poisonous to dogs. After speaking with a local Veterinarian it was agreed to send out a newsletter to residents making them aware that it's dangerous to pets and humans.

Director Mary Pierce also shared that the next meeting the board should take into consideration charging late fees to homeowners who don't pay their dues on time.

**Adjournment
and Notice of**

Next Meeting The next meeting will be held on October 16th, 2024 at 6:00 pm via a Zoom call. A motion was brought forth, it was seconded. 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 21st day of August 2024, at 7:03 p.m.

Respectfully submitted,

Shannon Crockett

Acting Recording Secretary for the Meeting

Meeting Minutes are contracted through Vail Valley Bookkeeping, the Contract for the compensation of these minutes can be found on www.bellyachesubdivision.com

RECORD OF PROCEEDING

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF:

BELLYACHE RIDGE HOMEOWNERS ASSOCIATION

HELD WEDNESDAY, December 18th, 2024, AT 6:00 P.M.

A Regular Meeting of the Board of Directors of the Bellyache Ridge Homeowners Association was held on December 18th, 2024 at 6:00 p.m. via a Zoom Call, in Wolcott, Eagle County, Colorado, in accordance with the applicable statutes of the State of Colorado. The following Directors and/or Chairs were present and acting:

Laura Waniuk - President
Mary Pierce
Karen Konicek

Also in attendance:

Shannon Crockett – Recording Secretary
Keith Ruebsam – Homeowner

CALL TO ORDER

A quorum of the Board was present, and the meeting was called to order at 6:05 p.m.

MINUTES

President Laura Waniuk moved to approve the minutes of the meeting held on August 21st, 2024, as presented. It seconded, a vote was taken, and the motion carried unanimously:

RESOLVED to approve the August 21st, 2024 Regular meeting minutes as presented.

PRELIMINARY FINANCIALS REVIEW

The board reviewed the 2025 Budget as presented. There is roughly a \$4200 Interest Income due to the board moving funds into CD's with higher CD rates. Accounting fees were decreased slightly with the board moving to a new accounting firm. There was about a \$1k increase in insurance increase and all other revenue and expenses remained flat. Director Mary Pierce asked the board to look at charging late fees if the board's accounting firm needs to follow up with dues collections in 2025 now that we have a new firm. It was agreed to have the board remind the homeowner's first whom are late and then if we have to use the accounting firm a late fee would be assessed.

President Laura Waniuk made a motion to approve the 2025 BR HOA Budget as presented, it was seconded and unanimously:

RESOLVED to approve the 2025 BR HOA Budget as presented.

The BRHOA Statement of Profit & Loss dated November 30th, 2024 Actuals was reviewed, as prepared by High Altitude Accounting. The report shows a Beginning Fund Balance of \$86,156 with current Revenues of \$19,068. Expenditures totaled (\$22,665) with an Ending Fund Balance of \$81,725. Overall, the BRMD remains in sound financial position, able to meet the estimated operating costs and continuing to contribute to the BRHOA Fund in 2024.

The board did acknowledge that there were savings in the Accounting Fees and that Janine Frew is doing a great job. The board also noted that they came in under Roadway signs and that they plan on finally getting the Bellyache Ridge bear "revived" in 2025.

ACCOUNTS PAYABLES

With the recent change in accounting firms the board reviewed the AP from August, September, October, and November 2024 in the amount of \$26,393.25 as presented by check payment. There were 4 large checks all pertaining to Fire Mitigation that were submitted to Goundskeeper LLC \$6k and \$13K, Forest Improvements LLC for \$1655 and Avant Gardner Landscaping for \$1750 in Weed spraying. Director May Pierce informed the board that FACO has issued a check and in the mail as a reimbursement of -\$4500 and will reflect in 2025.

A motion was made by President Laura Waniuk to ratify the August, September, October, and November 2024 AP all at once, it was seconded, and unanimously:

RESOLVED to ratify the August, September, October, and November 2024 Accounts Payables in the amount of \$26,393.25.

ACCOUNTS RECEIVABLES

The board reviewed the AR Aging Report and all payments for 2024 have been successfully paid!

ARCHITECTURE CONTROL COMMITTEE

The HOA Board reviewed the current ACC Applications and projects and noted that:

Lot 15 (Ripmaster) – The final inspection did happen and the board advised that they add some rocks underneath the dripping areas of the roof was all. Her compliance deposit has been returned.

Lot 2 (Zion) – They have submitted their compliance deposit and have started construction. They have been working on the construction throughout winter despite the late start.

PUD Updates

Director Mary Pierce shared that the fire department has to build the new fire station on the valley floor so it can service Horse Mountain Ranch. The developer is looking to do a land swap with BLM that would include the Eagle's Nest in exchange for some pockets of BLM Land on the Valley floor. One of those pockets is where the Post Office is located. The good news is, the Fire Station will eventually happen which will help insurance rates. At this time there is still a lot of back and forth between the Developer and Eagle County and with the change in Presidential Leadership there is some economic stagnation until 2025.

OTHER BUSINESS

Disclosure of Statements of 2023 & 2024 – Shannon Crockett the recording secretary will be working on this in 2025 along with also doing the 2025 documents as well. In addition the notes format for the meeting minutes will change so as to be more ADA Compliant as mandated by the State of Colorado. The goal is to change to the newer accessible format and to do all 3 years at once.

The 2025 BR HOA Meeting Calendar – The board is moving to Quarterly meetings in lieu of bi monthly meetings. The 2025 Meeting Dates are March 19th, June 18th, September 17th (Annual Meeting and in person.), and December 17th, 2025.

2025 Board Members – There was a lot of work for 3 people with 15 boxes of old HOA documents due to a change in Accounting firms, fire mitigation, PUD, the entry garden, etc. The board looked back at 2024 and realized that the work load in 2025 was an anomaly and have decided to stick to a 3 Member board at this time. They are looking at how to better reallocate the work in 2025. Homeowner, Keith Ruebsam commented that he applauds the board to maintain it at 3 members and that the board can make a resolution at any meeting in the future to increase the board size.

Director Mary Pierce brought forth one last matter to the board that 2 neighbors have recently had health issues and neighbors have rallied an offered up support to help them with snow plowing, etc. The board was contacted to also help organize other in kind services and support however the board agreed that due to privacy that it should be an individual offering of assistance and the board should not be formally involved.

ADJOURNMENT

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 Homeowner's Meeting of Directors this 18th day of December 2024, at 6:50 p.m.

The next regular District meeting is scheduled for 6:00 p.m. Wednesday, March 19th, 2025 via a Conference Call in Wolcott, CO. All meeting information can be found at:
<https://bellyacheridgehoa.com/>

Respectfully submitted,

Shannon Crockett
Acting Recording Secretary for the Meeting

Meeting Minutes are contracted through Vail Valley Bookkeeping, the Contract for the compensation of these minutes can be found on www.bellyachesubdivision.com