

IN THE SUPREME COURT OF BELIZE A.D. 2022

CLAIM NO. OF 2022

BETWEEN

(BIB PROPERTY OWNERS ASSOCIATION, INC. CLAIMANT

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(AND

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(BETTER IN BELIZE LTD. 1st DEFENDANT

(BETTER IN BELIZE HOMEOWNERS

(ASSOCIATION LTD. 2nd DEFENDANT

AMENDED CLAIM FORM

The 1st CLAIMANT, BIB PROPERTY OWNERS ASSOCIATION INC., is a Florida corporation duly registered as an Overseas Company in accordance with the Companies Act, Chapter 250 of the Laws of Belize with its registered address at 111 North Front Street, Seaside Suite 201, Marine Terminal, Belize City, Belize.

1st DEFENDANT, BETTER IN BELIZE LTD. of 10 Miles Arenal Road, Benque Viejo Del Carmen registered under the Companies Act of Belize Revised Edition 2011 with its registered address at 10 Miles Arenal Road, Benque Viejo Del Carmen, Cayo District, Belize. C.A.

2nd DEFENDANT, BETTER IN BELIZE HOMEOWNERS ASSOCIATION of Mile 10 Hydro Road, Water Hole Area, Cayo District, Belize is a company duly registered under the Companies Act of Belize Revised Edition 2011 with is registered office at Better In Belize, Water Hole Area, Cayo District Belize.

THE CLAIMANT CLAIMS against the 1st and 2nd Defendants, for declarations, orders and damages for defendants wrongful interference with its business, goodwill and properties, attempted conversion of its properties, fraudulent/negligent misrepresentation, equitable/proprietary estoppel, and breach of contract between the Claimant and the 1st Defendant, who acting in concert with the 2nd Defendant, has sought to subvert and unlawfully appropriate the legally and equitably acquired rights, duties and position of the Claimant, and eliminate the Claimant's services and existence;

1. A declaration that the Claimant is the one and only legal entity that possesses all authorities and responsibilities per the "Covenants, Conditions and Restrictions" ("CCR") of the Better In Belize community to manage the Homeowner Association ("HOA") and Ecological Advisory Board ("EAB") by virtue of a

partly written and partly oral contract between Claimant and 1st Defendant entered into in 2016 – 2017.

2. A declaration that the Claimant's authorities and responsibilities as HOA/EAB per the CCR apply to the entire Better In Belize community, including all individual community lots, community common areas, roads and other locations, and not just limited to these areas of the community and includes parameters and such areas.
3. A declaration that the Claimant as HOA is the legal owner of all Better In Belize community infrastructure; all HOA equipment, machinery, materials and other personal property or chattels, including but not limited to the Better In Belize community communications tower and HOA buildings and sheds, acquired from the 1st Defendant, whether by purchase, agreement, gift, entitlement or otherwise, or subsequently purchased by Claimant.
4. An order that the CCR at section 5.4.20 be amended in pertinent underlined part to state "A 'Community Maintenance Fee' also known as the Home Owner's Association Fee (HOA), shall be payable by all owners of BIB properties to the Homeowner Association for purposes of maintaining roads, and open spaces, and providing general administrative services for the maintenance and operation of the subdivision" instead of saying "payable by Purchaser to Better in Belize Ltd."
5. An order that the 1st Defendant be ordered as an owner of real property lots at Better In Belize to pay Claimant past due HOA maintenance fees of \$294,586.22 USD plus interest in the amount of \$33,298.60 USD for total of \$327,884.82 USD.
6. An order that the 1st Defendant be ordered to convey land title to all Better In Belize community common area real property areas into the name of the Claimant per Proprietary Estoppel in that 1st Defendant promised and agreed with the Claimant that Claimant would assume all rights and responsibilities and assets of the HOA/EAB per the CCR at Better In Belize, that this including all buildings and structures on community property and community common area real property, and that Claimant reasonably relied on said promise and thereby acted in good faith to its detriment, while the 1st Defendant acted unconscionably through its directors.
7. An order that the 1st and 2nd Defendants provide accounts of all annual maintenance fees, dues and any other funds collected from Better In Belize lot owners under the pretense that the 2nd Defendant is the lawful HOA/EAB when it is not.
8. An order that the 1st and 2nd Defendants provide Claimant any and all funds collected from lot owners and Homeowners under the pretense that the 2nd Defendant is the HOA/EAB responsible to collect such funds.

9. Damages for confusion and loss caused by 1st and 2nd Defendants to the Claimant's business and goodwill by the defendants due to the defendant's bad faith, unlawful and unconscionable interference with Claimant's business, economic interests and assets as the legally designated and operating HOA/EAB at the Better In Belize since 2016;
10. Damages for the consequences of 1st and 2nd Defendants conversion/taking of Claimants assets, attempting to do so and/or threatening to do so;
11. Damages for 1st and 2nd Defendants threatening by attorney letter to take away the personal liberties of the Claimants Board of Directors and other volunteers and imprison them for their work as volunteers as part of the HOA/EAB at the Better In Belize Community.
12. An injunction against the 1st and 2nd Defendants whether by themselves, their agents and/or servants or however, the 1st and 2nd Defendants whether by themselves, their agents and/or servants or however restraining them from collecting fees, interest or any monies whatsoever from Better In Belize lot owners.
13. An injunction against the 1st and 2nd Defendants whether by themselves, their agents and/or servants or however the restraining them from interfering in any way whatsoever with (a) the business of the Claimant, its equipment or any assets whatsoever related or connected to Claimants operations and management of the HOA/EAB and CCR, and (b) the Claimants board members and volunteers right to peaceful enjoyment of their personal property lots and accompanying rights to utilize Better In Belize common areas peacefully.
14. Costs
15. Interest on fees owed and interest on any damages awarded to the Claimant pursuant to the Section 166 of the Supreme Court of Judicature Act, Chapter 91 of the Laws of Belize.
16. Further and other relief as the court deems just.

AND OR ALTERNATIVELY

17. Damages against the 1st Defendant for breach of the terms of the Authorities and Responsibilities Agreement executed and entered into with Claimant in 2016 - 2017.
18. Costs

19. Interest on any Damages awarded to the Claimant pursuant to the Section 166 and 167 of the Supreme Court of Judicature Act, Chapter 91 of the Laws of Belize.
20. Further and other relief as the court deems just.

AND OR ALTERNATIVELY

21. Damages for Fraudulent and/or Negligent Misrepresentation by the 1st Defendant in deceiving the Claimant, by repeatedly asserting and warranting, and assuring the Claimant, by their actions and inactions, that the CCR “runs with the land” binding all owners of properties and all land at the Better In Belize community as referenced in CAP 190, Law of Property Act of The Substantive Laws of Belize.
22. Costs
23. Interest on any Damages found pursuant to the Section 166 and 167 of the Supreme Court of Judicature Act, Chapter 91 of the Laws of Belize.
24. Further and other relief as the court deems just.

AND OR ALTERNATIVELY;

25. Damages against the 1st Defendant based on the principle of Equitable Estoppel in that the 1st Defendant negotiated, bargained, promised, warranted and assured the Claimant that the Claimant would assume all rights and responsibilities and all assets of the HOA/EAB per the CCR at Better In Belize community, including community common areas, and that the CCR “runs with the land” thereby binding all land, and that Claimant reasonably relied on said promise and thereby acted in good faith to their detriment, while the 1st Defendant acted in bad faith and unconscionably.
26. Costs
27. Interest on any Damages awarded pursuant to the Section 166 and 167 of the Supreme Court of Judicature Act, Chapter 91 of the Laws of Belize.
28. Further and other relief as the court deems just.

Certificate of Truth:

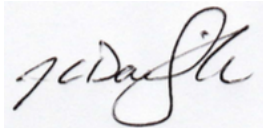
We, A. Rachel Montejo, and Joseph C. Danilczyk, Attorneys-at-Law acting jointly for the Claimant certify that:

- (a) The Claimant believes that the facts stated in this Claim Form are true to the best of its knowledge, information, and belief;
- (b) and this certificate is given on the Claimant's instructions.

The Claimant is a corporation with its president currently out of the country in Canada and cannot sign the Certificate of Truth and has given its consent to sign the Certificate of Truth. The other members are located in a remote area and are also unable to sign and have given consent to sign.

Dated 15th day of November, 2022

PER: A. RACHEL MONTEJO
COUNSEL for the Claimant



PER: JOSEPH C. DANILCZYK
COUNSEL for the Claimant

Filed by A. RACHEL MONTEJO, Attorney -at-Law for the Claimant whose address for service is of 3321 Central American Blvd. Belize City, Belize.

NOTICE TO THE DEFENDANTS: See the notes served with this claim form.

This claim form must contain or have served with it either a statement of claim or a copy of a court order entitling the claimant to serve the claim form without a statement of claim.

If you do not complete the form of acknowledgment of service served on you with this claim form and deliver or send it to the court office (address below) so that they receive it within 14 days of service of this claim form on you, the claimant will be entitled to apply to have judgment entered against you. The form of acknowledgment of service may be completed by you or a legal practitioner acting for you.

You should consider obtaining legal advice with regard to this claim.

This claim form has no validity if it is not serviced within six months of the date below it is accompanied by an order extending that time.

Dated this 15th day of November in the Year of Our Lord Two Thousand and Twenty-Two.

The court office is at No. 1 Treasury Lane Belize City, Belize, teone number 227-7377, fax 227-0085. The office is open between 8:30 a.m. and 4:00 pm except on public and bank holidays.

The Claimant's Address for Service is:

MONTEJO AND COMPANY, A. RACHEL MONTEJO, Attorney -at-Law for the Claimant whose address for service is of 3321 Central American Blvd. Belize City, Belize.

IN THE SUPREME COURT OF BELIZE A.D. 2022

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BETWEEN

(BIB PROPERTY OWNERS ASSOCIATION, INC., CLAIMANT

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(BETTER IN BELIZE LTD. 1st DEFENDANT

(BETTER IN BELIZE HOMEOWNERS
ASSOCIATION LTD. 2nd DEFENDANT

AMENDED STATEMENT OF CLAIM

1. The Claimant, BIB Property Owners Association Inc., (“BIB POA”) is a company incorporated under the Laws of the State of Florida, U.S.A. on March 14th 2016, and duly registered as an Overseas Company on April 12th 2016 in accordance with the Companies Act, Chapter 250 of the Laws of Belize with its registered office situate at 111 North Front Street, Seaside Suite 201, Marine Terminal, Belize City, Belize.
2. The 1st Defendant, BETTER IN BELIZE LTD. (“BIB”) is a company formed on July 17th 2008 and registered and existing under the Companies Act of Belize with its registered office at 10 Miles Arenal Road, Benque Viejo Del Carmen, Cayo District, Belize. C.A.
3. The 2nd Defendant, BETTER IN BELIZE HOMEOWNERS’ ASSOCIATION LTD. (“BIB HOA”) is a business newly formed on February 10th, 2022, by the new and current Owner/Director of 1st Defendant, with its registered office at Better In Belize, Waterhole Area, Cayo District, Belize.
4. Better In Belize is a residential subdivision community developed by the 1st Defendant on ecologically protected forest land near the Guatemala border in Cayo District, Belize that was approved for sub-division by the Ministry of Natural Resources and the Environment Lands and Surveys Department in March of 2011.
5. From its beginning, the 1st Defendant as developer of Better In Belize proclaimed to the public, marketed to prospective buyers and warranted to the Better In Belize community that all of Better In Belize is bound by and has the benefit of restrictive covenants, building guidelines, policies, procedures, homeowner association rules

and fees aka Covenants, Conditions and Restrictions (“CCR”) that run with the land to “accomplish the highest standard of self-sustainability that can be reached for the environment”, “minimally affect the environment” to enable humans to “co-exist with and within the natural habitat with minimal impact” and “maintain the natural condition”. *Annexed 1 (CCR)*

6. The 1st Defendants oral and written assurances that the CCR runs with the entire community and applies to all Better In Belize land, since the community is built on a de-reserved and ecologically sensitive land that is home to water shed was a big ‘selling point’ that induced Claimant’s volunteers and other buyers to purchase lots from 1st Defendant.
7. The 1st Defendant in addition to being the developer also served as the initial homeowner association / ecological advisory board (“HOA/EAB”) possessed and performed all authorities and responsibilities to manage and enforce the CCR.
8. In March 2016 the Claimant was formed, by Better In Belize lot owners that had bought land at Better In Belize from 1st Defendant, and formed for the singular purpose of permanently replacing the 1st Defendant, at said developer’s request to for claimant to run HOA/EAB with a community owned and operated HOA/EAB with the knowledge of, and upon the encouragement of, the 1st Defendant to do so.
9. In September 2016 - 2017 the Claimant entered into a partly written (undated) and partly oral contractual agreement with the 1st Defendant, for the Claimant to purchase from the 1st Defendant for valuable consideration and/or otherwise acquire from the 1st Defendant any and all HOA assets, including title to community common areas, and the rights to and duties associated, with the management of the HOA/EAB. *Annexed 2 (Authorities & Responsibilities Agreement or “A&R Agreement”)*
10. Per the A&R Agreement with the 1st Defendant, the Claimant’s board members are comprised of Better In Belize community lot owners that are elected annually by other community lot owners to be the HOA/EAB at Better In Belize.
11. It was a voluntary decision of the 1st Defendant developer in 2016 to cease functioning as the HOA/EAB and turn that function over to Claimant and as result of the A&R Agreement the Claimant permanently replaced the 1st Defendant developer HOA/EAB as a community run HOA/EAB.
12. All Claimant board members and other owners, except for a few workers that assist them, work for free as HOA/EAB volunteers without compensation for inherent expenses incurred, for the benefit of the 1st Defendant developer, other individual community member lot owners and the community.

13. As evidenced by emails exchanged between the Claimant and the 1st Defendant, the A&R Agreement was executed (signed and witnessed) by Ms. Ann McGregor as director of the Claimant, and Mr. Looey Tremblay (“Mr. Tremblay”), as director of 1st Defendant, on or about September 1st or 2nd 2016. *Annexed 3 (Email Communications and dates)*
14. The Claimants right for the management of the HOA/EAB authorities and responsibilities from the 1st Defendant per the CCR was negotiated and confirmed in emails that both predate and postdate execution of the A&R Agreement. This includes emails dated August 31, 2016 and September 2, 2016. *Annexed 3 (Email Communications)*
15. The A&R Agreement as referenced above, and the intentions, understandings and expectations of the Claimant and the 1st Defendant, is further corroborated by minutes of Claimant board meetings held at that time.
16. In accordance with the A&R Agreement, the Claimant between 2016-2017 also purchased and/or otherwise legally acquired from the 1st Defendant all the infrastructure, all built structures, machinery, equipment, tools, and all other physical assets of the HOA from the 1st Defendant.
17. This included on May 24th 2017 the purchase of the Better In Belize Communications Tower that 1st Defendant director Mr. Tremblay represented to Claimant as being located on adjacent land owned by a different company named Belize Mountain Resort Ltd., that he is both a shareholder and director of as well. *Annexed 4 & 5 (Property Transfer & Repayment Agreements, List of Equipment and other assets & Communication Tower purchases)*
18. On May 25th 2017, in addition to Claimant buying the actual Communications Tower structure and internet technology it contains from the 1st Defendant the day before, Mr. Tremblay as Director of Belize Mountain Resort Ltd. required Claimant to also sign a land use agreement to pay money to this other company annually. *Annexed 6 (Land Use Agreement)*
19. After Claimant had paid for years, on March 5th 2020, contrary to the above Land Use Agreement, Mr. Tremblay sent an email to Claimant confessing that the Communications Tower is in fact not located on Belize Mountain Resort Ltd. land, that the land-owner is unknown and accordingly Claimant stopped paying Belize Mountain Resort Ltd. on the Land Use Agreement. *Annexed 7 (Regarding the Internet Tower email)*
20. This March 5th 2020 email was sent by Mr. Tremblay to Claimant not in his capacity as Director of the 1st Defendant or his adjacent resort, but as Director of RE/MAX Belize Property Center, a real estate broker company that also made a lot of commission money whenever 1st Defendant sold lots sold at Better In Belize. *Annexed 7 (Regarding the Internet Tower email)*
21. A part of the A&R Agreement addressing all HOA assets and all Better In Belize community common areas that Claimant and 1st Defendant entered into was that community common areas would be put in the name of the Claimant as HOA by

the 1st Defendant, but the 1st Defendant never did so which the Claimant relied on to its detriment.

22. Another part of the A&R Agreement was that a legal easement would be registered in favor of the Better In Belize community because the 1st Defendant built a major Better In Belize community roadway to travel off Better In Belize property and onto Mr. Tremblay's adjacent Belize Mountain Resort Ltd. land, before it returned back again onto Better In Belize land again.
23. However, Mr. Tremblay delayed and never had his other company register the legal easement but instead wrote a letter to Claimant on January 23rd 2019 that (a) allows Better In Belize to use that part of the road that enters/exits his land without his complaint and (b) grants the Claimant a first right of purchase if he ever decided to sell his other company's adjacent land. *Annexed 8 (Better In Belize Road Access through Private Property Letter)*
24. The Claimant at all times reasonably understood, as it had bargained for with, and was led to believe by the 1st Defendant and its director Mr. Tremblay, that the intent and outcome of the A&R Agreement was that the entire, exclusive and permanent management of the HOA/EAB, applying to all areas and aspects of the community had been purchased or otherwise acquired by Claimant, that all HOA assets had been transferred to and/or acquired by Claimant from the 1st Defendant, that all common areas would be placed in the name of the Claimant, and that the legal easement would be registered. The 1st Defendant is therefore a trustee of common areas which are to be transferred to the Claimant.
25. Accordingly, since the time of the A&R Agreement in 2016 the Claimant has been managing the community HOA/EAB and CCR with all authorities and responsibilities that govern Better In Belize Community.
26. That Claimant's authorities and responsibilities have included but not limited to EAB review and approval of all intended construction projects, maintenance of all community common areas and roads, maintenance of fire-breaks to prevent the spread of community forest fires, building of drains and culverts needed, performance of engineering evaluations as related to this work and the billing and collection of annual maintenance fees from all property owners.
27. All lot owners have been obliged to adhere to the letter and spirit of the CCR, and this has included the 1st Defendant, who has incurred annual maintenance fees for properties owned by the 1st Defendant, paid the fees plus interest when the 1st Defendant sold the lots, and bargained with Claimant and received forgiveness of interest owed to Claimant on past due annual maintenance fees on their lots.
28. However, on September 16th 2020, as managing director of the 1st Defendant, Mr. Tremblay wrote the Claimant advising that "to the best of our knowledge" the CCR no longer or does not apply to the 1st Defendant and as such that included the 1st Defendant's payment of maintenance fees that now did not or no longer had to be paid on lots owned by the 1st Defendant which is unreasonable because it is benefiting from the service fees of a few property lot owners paying.

29. As of August 1st 2022, 1st Defendant owes Claimant past due HOA maintenance fees of \$294,586.22 USD plus interest in the amount of \$33,298.60 USD for a total of \$327,884.82 USD.
30. As result, maintenance and upkeep of Better In Belize has been fully financed by fees paid by just a minority of individual property owners and volunteer services at Better In Belize for the benefit of all who own lots and have lots available for sale including the 1st Defendant.
31. Mr. Tremblay, acting on behalf of the 1st Defendant then devised a scheme to eliminate the Claimant as HOA/EAB and replace Claimant with the 2nd Defendant for the purpose of the 1st Defendant avoiding financial debts and other unfulfilled obligations per the A&R Agreement with the Claimant.
32. A key element of the 1st Defendant's scheme was that on November 4th 2021, the 1st Defendant was allegedly sold by Mr. Tremblay to his friend/business associate from Canada named Walter W. Browning ("Mr. Browning").
33. Very shortly thereafter, by a letter dated December 30th 2021, as brand-new acting owner of shares (not paid for) and only active managing director of the 1st Defendant, Mr. Browning unlawfully and wrongfully informed the Claimant that 1st Defendant had rescinded the A&R Agreement of 2016/2017. ***Annexed 9 (1st Defendant's Rescinding Letter)***
34. This indication by the 1st Defendant was erroneous and of no effect as there is no agreement to rescind in anyway or manner whatsoever, as the transfer by the 1st Defendant of its HOA/EAB authorities, responsibilities, and assets in 2016/2017 to the Claimant was comprehensive and irrevocable.
35. The A&R Agreement extinguished any rights which the 1st Defendant had in relation to the management of the community's HOA and operation of the community's EAB when the herein-mentioned purchases and transfers were made and/or promised to the Claimant as community run HOA by the 1st Defendant developer.
36. Accordingly, the Claimant resisted and rebuked the 1st Defendants attempt to rescind the A&R Agreement by advising that it did not recognize their authority to do that. ***Annexed 10 (Claimant Response to 1st Defendant Rescission Letter)***
37. Nonetheless, on February 10th 2022, the 1st Defendant through its new shareholder and only active director Mr. Browning then incorporated the 2nd Defendant, a company of which he is also a director and shareholder, to replace the Claimant.
38. In the months that followed, the 1st and/or 2nd Defendants, wrongfully and without authority or permission informed Better In Belize lot owners that they had authorized and transferred the responsibilities and authorities of management of the HOA/EAB and the CCR to the 2nd Defendant instead of the Claimant including that all fees are now to be paid to the 2nd Defendant and not the Claimant. ***Annexed 11 & 12 (1st and 2nd Defendant Letters and Website)***

39. The Claimant has consistently rebuked and disagreed with assertions made by 1st and/or 2nd Defendant that the 2nd Defendant has now replaced the Claimant. ***Annexed 13 (Claimant Letter in Response to Defendants Assertions)***
40. The 1st and 2nd Defendant have further instructed attorneys at law to draft and deliver letters to the Better In Belize Community and two (2) cease and desist letters to the Claimants board members and volunteers, one of which threatened Claimants directors and volunteers with imprisonment in Belize and/or their home country if they continued to be involved with the Claimant. This has resulted with the force and effect of bullying tactic against Claimants volunteers. ***Annexed 14, 15 & 16 (Defendant's Letter to the Community and Cease and Desist Letters respectively)***
41. Mr. Browning's wrongful and unlawful actions on behalf of the 1st Defendant and the 2nd Defendant include physically threatening, harassing, taunting bullying and intimidating Claimant's directors and other volunteers onsite at Better In Belize.
42. Mr. Browning's wrongful and unlawful actions on behalf of the 1st Defendant and the 2nd Defendant include filing frivolous criminal complaints against Claimant's volunteers at the Benque Viejo Police Station for Harm that is presently pending in Benque Viejo Magistrate Court against a Claimant volunteer Mr. Bryan Weary. ***Annexed 17 (BVO Criminal Claim)***
43. The actions of the 1st and 2nd Defendant have further encouraged and enabled two other lot owners, who have been assisting the defendants with their scheme against the Claimant, to file two (2) civil claims in Benque Viejo Magistrate Court that are presently pending against a Claimant board member volunteer Mrs. Beth Weary and her husband volunteer Bryan Weary individually in their personal capacity, for return of annual maintenance fees paid to Claimant company. ***Annexed 18 & 19 (BVO Civil Claims)***
44. All of the above specified conduct, actions and inactions of the 1st Defendant and 2nd Defendant against the Claimant is unreasonable, unjust and unlawful because the Claimant is legally the only entity which can sell, transfer and/or assign any HOA/EAB rights and/or responsibilities or authorities or HOA assets to any person or entity regarding the management of the HOA/EAB and the CCR, and collect annual maintenance fees as such was intended and agreed with the 1st Defendant years ago in the ACR Agreement.
45. The loss of revenue and all actions and inactions of the 1st and 2nd Defendant has caused the Claimant tremendous and ongoing loss, distress and anguish.

And the Claimant claims:

46. A declaration that the Claimant is the one and only legal entity that possesses all authorities and responsibilities per the "Covenants, Conditions and Restrictions" ("CCR") of the Better in Belize community to manage the Homeowner Association ("HOA") and Ecological Advisory Board ("EAB");

47. A declaration that the Claimant's authorities and responsibilities as HOA/EAB per the CCR apply to the entire Better In Belize community, including all individual community lots, community common areas, roads and other locations, and not just certain limited areas of the community but not others;
48. A declaration that the Claimant as HOA is the legal owner as trustee of all Better In Belize community infrastructure; all HOA equipment, machinery, materials and other personal property or chattels;
49. An order that the CCR at section 5.4.20 be amended in pertinent underlined part to state "A 'Community Maintenance Fee' also known as the Home Owner's Association Fee (HOA), shall be payable by all owners of Better in Belize properties to the Homeowner Association for purposes of maintaining roads, and open spaces, and providing general administrative services for the maintenance and operation of the subdivision";
50. An order that the 1st Defendant be ordered as an owner of properties at Better In Belize to pay Claimant past due HOA maintenance fees of \$294,586.22 USD plus interest in the amount of \$33,298.60 USD for a total of \$327,884.82 USD;
51. An order that the 1st Defendant be ordered to convey land title to all Better In Belize community common area real property areas into the name of the Claimant;
52. An order that a permanent easement be legally granted to enable the Better In Belize community to access the land locked lots at Better In Belize;
53. An order that the 1st and 2nd Defendants provide accounts of all annual maintenance fees, dues and any other funds wrongfully collected from Better In Belize lot owners;
54. An order that the 1st and 2nd Defendants provide Claimant any and all funds collected from lot owners under the pretense that the 2nd Defendant is the HOA/EAB;
55. Damages for injuries caused to the Claimant's business and goodwill by the 1st and 2nd Defendants in an amount to be determined by the court;
56. Damages for the consequences of 1st and 2nd Defendants conversion/taking of Claimants assets, attempting to do so and/or threatening to do so in an amount to be determined by the court;
57. Damages for 1st and 2nd Defendants threatening by attorney letter to take away the personal liberties of the Claimants Board of Directors and other volunteers and

imprison them for their work as volunteers as part of the HOA/EAB in an amount to be determined by the court; and loss the service and help from a few volunteers

58. An injunction against the 1st and 2nd Defendants whether by themselves, their agents and/or servants or however, restraining them from collecting fees, interest or any monies whatsoever from Better In Belize lot owners;
59. An injunction against the 1st and 2nd Defendants whether by themselves, their agents and/or servants or however the restraining them from interfering in anyway whatsoever with (a) the business of the Claimant and status as HOA/EAB, its equipment or any assets whatsoever related and (b) the Claimants board members and volunteers.
60. Costs
61. Interest on any damages awarded pursuant to the Section 166 and 167 of the Supreme Court of Judicature Act, Chapter 91 of the Laws of Belize.
62. Further and other relief as the court deems just.

PARTICULARS OF DAMAGES

- a. Past due HOA maintenance fees in amount of \$294,586.22 USD
 - b. Interest in the amount of \$33,298.60 USD
 - c. Total of fees plus interest in amount of \$327,884.82 USD
 - d. Additional damages in an amount to be determined by the court.
63. AND OR ALTERNATIVELY, the Claimant claims against the 1st Defendant for breach of contract agreement
 - a. Damages in an amount to be determined by the court;
 - b. Costs
 - c. Interest on any Damages awarded pursuant to the Section 166 and 167 of the Supreme Court of Judicature Act, Chapter 91 of the Laws of Belize.
 - d. Further and other relief as the court deems just.
 64. AND OR ALTERNATIVELY, the Claimant claims against the 1st Defendant for Fraudulent / Negligent Misrepresentation
 - a. Damages in an amount to be determined by the court
 - b. Costs
 - c. Interest on any Damages awarded pursuant to the Section 166 and 167 of the Supreme Court of Judicature Act, Chapter 91 of the Laws of Belize.
 - d. Further and other relief as the court deems just.

65. AND OR ALTERNATIVELY, the Claimant claims against the 1st Defendant for Equitable Estoppel to prevent 1st Defendant from denying that Claimant possesses all rights and responsibilities and assets of the HOA/EAB per the CCR at Better In Belize, and that the CCR “runs with the land”, and thereby applies to all community locations.

- a. An order of the court
- b. Damages in an amount to be determined by the court
- c. Costs
- d. Interest on any Damages awarded pursuant to the Section 166 and 167 of the Supreme Court of Judicature Act, Chapter 91 of the Laws of Belize.
- e. Further and other relief as the court deems just.

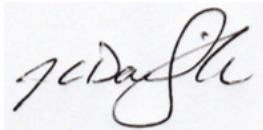
CERTIFICATE OF TRUTH

We, A. Rachel Montejo and Joseph C. Danilczyk, attorneys-at-law for the Claimant certify that:

The Claimant believes that the Facts stated in this Statement of Claim are true to the best of their knowledge, information, and belief; and this certificate is given on the Claimants’ instructions.

The Claimant is an Incorporation with its President currently out of the country and cannot sign the Certificate of Truth because of the geographical location from my law firm. The Claimant have given its consent for us to sign the Certificate of Truth on its behalf.

PER: A. RACHEL MONTEJO
Counsel for the Claimant



PER: JOSEPH C. DANILCZYK
Counsel for the Claimant

Filed the 15th day of November 2022 by A. Rachel Montejo and Joseph C. Danilczyk, Attorneys-at-Law for the Claimant whose address for service is MONTEJO AND COMPANY 3321 Central American Blvd., Belize City, Belize.

The court office is at Treasury Lane, Belize City, Belize, telephone number 227-7377 Fax -227-0181. The Office is open between 8:00 a.m. and 4:00p.m. except on public and bank holidays.

NOTES FOR DEFENDANT

This form is important.

When you get this document, you should consider getting legal advice.

WHAT YOU CAN DO

A. Defend the claim

If you would like to do this you must:

- Complete the form of acknowledgment of service and return it to the court office so that they receive it within 14 days of the date on which you received this form.
- AND, if a statement of claim was served on you with the claim form -
- Complete the form of defence or submit some other form of defence showing why you dispute the claim giving full details of all the facts on which you intend to rely if there is a trial.
- Deliver or send the form of defence to the court office so that they receive it within 28 days of the date on which you received this form.
- Serve a copy of the form of defence on the claimant's legal practitioner (or the claimant if the claimant has no legal practitioner) at the address given on the claim form.
- If no statement of claim is served with the claim form you need not file and serve a defence until 28 days after the statement of claim is served on you.
- After you have filed your defence you will be given details of the date, time and place of a case management conference at which a judge will decide what issues have to be determined by the court and give directions about what needs to be done before the case is tried.
- You must attend the case management conference.

B. Admit the whole of the claim

If you would like to do this you must:

- Complete the form of acknowledgment of service stating that you admit the claim and return it to the court office so that they receive it within 14 days of the date on which you received this form.
- If you can pay the amount stated on the claim form including fees, costs and interest you should pay this to the claimant within 8 days and no further steps can be taken against you. You must add interest at the daily rate shown from the date stated on the claim form.
- If you cannot pay this sum in full you may apply to the court to pay by instalments. If you wish to do so you must complete the Application to Pay by Instalments form and return it to the court with your acknowledgment of service.

C. *Admit part of the claim and defend the rest*

If you would like to do this you must:

- Complete the form of acknowledgment of service stating how much you admit and return it to the court office so that they receive it within 14 days of the date on which you received this form AND complete the form of defence as under section A above.

You may also:-

- Pay the amount that you admit direct to the claimant OR apply to pay that sum by installments. If so, you should follow the procedure indicated under B.

D. *Make a claim against the claimant*

If you would like to do this you must:

- Complete the form of acknowledgment of service and return it to the court office so that they receive it within 14 days of the date on which you received this form.

Complete the form of defence giving details of your defence (if any) to the claim as under A above and also the claim that you are making against the claimant and return it to the court office so that they receive it within 28 days of the date on which you received this form.

If you admit the claim but wish to counterclaim you should say so. If your counterclaim is for a lower sum than the claim you may pay the difference between the amount that the claimant claims from you and the amount that you claim from him direct to the claimant OR apply (using the procedure indicated under B) to pay that sum by installments. You will be given details of the date, time and place of a case management conference at which a judge will decide what issues have to be determined by the court and give directions about what needs to be done before the case is tried.

**REMEMBER THAT IF YOU DO NOTHING, JUDGMENT MAY BE ENTERED
AGAINST YOU WITHOUT ANY FURTHER WARNING**

IN THE SUPREME COURT OF BELIZE A.D. 2022

CLAIM NO. OF 2022

BETWEEN

(BIB PROPERTY OWNERS ASSOCIATION, INC. CLAIMANT

(

(AND

(

(BETTER IN BELIZE LTD. 1st DEFENDANT

(BETTER IN BELIZE HOMEOWNERS

(ASSOCIATION LTD. 2nd DEFENDANT

ACKNOWLEDGMENT OF SERVICE

[Rule 9.2(1)]

WARNING: If this form is not fully completed and returned to the court at the address below within 14 days of service of the claim form on you, the claimants will be entitled to apply to have judgment entered against you. If the claimants do so, you will have no right to be heard by the court except as to costs or the method of paying any judgment unless you apply to set judgment aside.

1. Have you received the claim form with the above claim no.? YES/ NO

2. *If so when?* / /
dd / mm / yy

3. Did you also receive the claimants Statement of Claim? YES / NO

4. If so, when ? / /
dd mm / yy

5. Are your names properly stated on the claim form? YES / NO

If not, what are your full names ?

6. Do you intend to defend the claim? YES / NO

If so, you must file a defence within 28 days of the service of the claim form on you.

7. Do you admit the whole of the claim? YES / NO

If you do, you should either

- a) Pay the claim directly to the claimant or the claimants' Legal Practitioner, or
- b) Complete the application form to pay the claim by instalments.

If you pay the whole debt together with the costs and interest as shown on the claim form within 14 days you will have no further liability for costs.

8. Do you admit any part of the claim? YES / NO

If you do you may –

- a) Pay the money that you admit to the claimant or claimants' Legal Practitioner, or
- b) Complete the application form to pay the claim by instalments.

9. If so, how much do you admit?

If you dispute the balance of the claim you must also file a defence within 28 days of service of the claim form on you or judgement may be entered against you for the whole amount claimed.

10. What is your own address?
.....

11. What is your (attorney) address for Service?
.....

If you are acting in person you must give an address within 2 miles of the court office to which documents may be sent either from other parties or from the court. You should also give your telephone number and fax number, if any.

Dated:.....

Signed.....

[Defendant in Person] [Defendants Legal Practitioner]

The court office is at Supreme Court Registry, Regent Street, Belize City, Belize, Telephone No. 227-7377, Fax No. 227-0181. The office is open between 8:00 a.m. and 5:00 p.m. Monday to Thursday, and 8:00 a.m. to 4:30 p.m. Friday, except on public and bank holidays.

The court office is at Supreme Court Registry, Regent Street, Belize City, Belize,
Telephone
No. 227-7377, Fax No. 227-0181. The office is open between 8:00 a.m. and 5:00 p.m.
Monday to Thursday, and 8:00 a.m. to 4:30 p.m. Friday, except on public and bank
holidays.

COUNTERCLAIM

I claim against the claimant

.....

(set out Details of the remedy or relief sought)

on the following grounds

(Set out the grounds. Number each ground separately)

I certify that all the facts set out in my counterclaim are true to the best of my knowledge
information and belief and that I am entitled to the remedy claimed

Dated

Signed

[Defendant in person]

We are acting for the defendant; our address for service is:

Signed

(Legal Practitioner for the Defendant)

NOTES:

- (a) The defendant may set out the defendant's defence in another manner - it is not necessary to use this form.
- (b) The defendant must:
 - state which allegations in the claim are admitted.
 - which are denied.
 - which are neither admitted or denied because the defendant does not know whether they are true.
 - identify any documents considered necessary to the defendant's case.
- (c) The defendant must give reasons for denying any allegations made by the claimant.

(d) The defendant must set out clearly all the facts on which the defendant relies to dispute the claim and must set out any different version of events on which the defendant relies.

(e) The defendant may not be allowed to give evidence about any fact which is not set out in the defence.

(f) If the defendant wishes to counterclaim the defendant must:

-specify any remedy that the defendant seeks against the claimant.

-include a short statement of all facts on which the defendant relies.

-identify any documents which the defendant considers necessary to the defendant's case.

(g) If the defendant is represented by a legal practitioner, the defendant must also sign the form and give the defendant's address for service.

NOTICE

This application will be heard by [the Judge in Chambers] Registrar on
day the day of at am/pm
at []

If you do not attend this hearing an order may be made in your absence.

OR

The [Judge in Chambers] [Registrar] will deal with this application by

NB: This notice of application must be served as quickly as possible on the defendant to the application.

The court office is at Supreme Court Registry, Regent Street, Belize City, Belize,

Telephone

No. 227-7377, Fax No. 227-0181. The office is open between 8:00 a.m. and 5:00 p.m.

Monday

to Thursday, and 8:00 a.m. to 4:30 p.m. Friday, except on public and bank holidays.

IN THE SUPREME COURT OF BELIZE A.D. 2022

CLAIM NO. OF 2022

BETWEEN

(BIB PROPERTY OWNERS ASSOCIATION, INC., CLAIMANT

(AND

(BETTER IN BELIZE LTD. FIRST DEFENDANT

(BETTER IN BELIZE HOMEOWNERS
ASSOCIATION LTD. SECOND DEFENDANT

APPLICATION TO PAY BY INSTALLMENTS

The applicants owe the claimant the amount claimed on the claim form and cannot pay the amount in one lump sum.

The applicant applies to the court for an order to pay the amount due by instalments of \$ per week/ month and provide the following information:

1. Marital Status: Married Single other Specify
2. Age.....
3. Dependants: Children..... [State name and ages]
4. Other Dependants.....[State Name and Ages]
5. If employed state nature of employment and name and address of employer.
6. If self-employed, give particulars of annual receipts of the business.
7. Give details of any other job other than main job.
8. Give details of
 - a) Contracts and other work in hand
 - b) Any sum due for work done
9. If unemployed, say how long unemployed.
10. Pensioner yes/ no
11. List cash asset.

12. I live in my own property	jointly owned property
rented property lodging	other [specify]
a) My usual take home pay is	\$
b) My Pension is	\$
c) Other income	\$
Total income	\$

13. My regular expenses are as follows

a) Mortgage	\$
b) Rent	\$
c) Electricity	\$
d) Water	\$
e) Cooking gas/ Butane	\$
f) Telephone	\$
g) Higher purchase repayments	\$
h) Food	\$
i) School fees	\$
j) Traveling expenses	\$
k) Children clothing	\$
l) Maintenance payment	\$
m) Others (do not include court orders	
and debts listed in 14, 15 and 16)	\$
total expenses	\$

14. I am in arrears as follows :

a) Rent arrears	\$
b) Mortgage Arrears	\$
c) Water arrears	\$
d) Electricity arrears	\$
e) Telephone arrears	\$
f) Maintenance arrears	\$

Total arrears \$

15. I am taking court order payments as follows: [specify particulars of case(s) and instalments or amounts ordered to be paid] \$

16. I have loans and credit card debts as follows:

\$

\$

17. Of the above payments I am behind with payments to (please list)

I declare that the details I have given above are true to the best of my knowledge.

Dated _____

Signed _____

Applicant

Notice

This application will be heard by [the Judge in Chambers] [Registrar] on day the day of , 20..... at []am/pm at [.....].

If you do not attend this hearing an order may be made in your absence.

OR

The [Judge in Chambers] [Registrar] will deal with this application by -

NB This notice of application must be served as quickly as possible on the respondent to the application.

The court office is at Regent Street, Belize City, Belize telephone number (501) 227-7377, Fax (501) 227-0181. The office is open between 8:30 a.m. and 4:00 p.m. from Monday to Friday, except on public and bank holidays.

Covenants Run with the Land. These covenants shall run with the land and shall inure and be binding on the property and upon each person acquiring ownership thereof.

Covenants are Accumulative. Each of these Covenants is cumulative and independent and is to be construed without reference to any other provisions dealing with the same subject matter or imposing similar or dissimilar restrictions. The provision shall be fully enforceable although it may prohibit an act or omission sanctioned or permitted by another provision.

Covenants May Not Be Waived. Except as these Covenants may be amended or terminated in the manner hereinafter set forth, they may not be waived, modified or terminated and a failure to enforce shall not constitute a waiver or impair the effectiveness or enforceability of these Covenants. Every person bound by these Covenants is deemed to recognize and agree that it is not the intent of these Covenants to require constant, harsh, or literal enforcement of them as requisite of their continuing vitality and that leniency or neglect in their enforcement shall not in any way invalidate these Covenants or any part of them, nor operate as impediment to their subsequent enforcement and each such person agrees not to defend against enforcement of these Covenants on the ground of waiver.

Enforcement. These Covenants are for the benefit of the Purchasers jointly and severally and "Better In Belize Ltd." a company duly incorporated under the Laws of Belize (BIB) and may be enforced by action for damages, suits for injunction, mandatory and prohibitive, and other relief, and by any other appropriate legal remedy instituted by BIB, or its successors. All costs incurred by anyone in connection with any successful enforcement proceeding shall be paid by the party determined to have violated these covenants.

1. INTRODUCTION

1.1. Purpose

The covenants set forth herein have been enacted and will be amended from time to time to accomplish the highest standard of self-sustainability that can be reached for the environment and healthy continuance of "Better In Belize" hereinafter known as "BIB". The goal is to create practices for sustainable development and dwellings that minimally affect the environment. It is expected that parcel owners will commit to protecting and maintaining these important natural habitats by adhering to the letter and spirit of these covenants.

These covenants establish policies and procedures so we can co-exist with and within the natural habitats with minimal impact. The enactment and ongoing

enforcement of these covenants will serve to maintain the natural condition and value of "Better In Belize" properties and make the community harmonious and aesthetically pleasing.

2. ESTABLISHMENT OF THE "ECOLOGICAL ADVISORY BOARD" ("EAB")

In order to administer and supervise the enforcement of all these covenants and in order to provide a systematic and uniform review of all proposed construction of any type and nature in BIB, the Board of Directors of "Better In Belize" have created and enacted the covenants herein set forth and do hereby establish the EAB which shall be composed of three to five community appointed members by annual election. The purpose of EAB is to provide for a systematic and uniform review and approval process of all proposed construction of any type or nature whatsoever within BIB and to establish and maintain design criteria regarding such proposed plans for building, utilities, construction, landscaping, and maintenance. The EAB will ensure that such plans and maintenance of the aforementioned are consistent with the quality of environmental standards specified by these covenants. The EAB will also implement the structure for the Home Ownership Association.

3. EAB LEGAL AUTHORITY

All owners of BIB properties must agree in writing to submit to the rules and abide by the decisions of the EAB. In order for a purchaser to build upon BIB property, the EAB will first:

- 3.1. Review all plan, design and construction applications;
- 3.2. Approve utility and waste disposal methods;
- 3.3. Approve or deny items submitted;
- 3.4. Distribute and enforce construction-related rules and regulations;
- 3.5. Determine and review policies, procedures and criteria;
- 3.6. Revise and amend EAB rules, regulations, policies, procedures, criteria, covenants, conditions and restrictions of the "Better In Belize" project from time to time or as required;
- 3.7. Enforce waste and contamination policies;
- 3.8. Approve water supply sources and methods;
- 3.9. Approve energy supply sources and methods.

Once construction is underway, BIB shall have the power to halt any construction process on site that is in violation and to levy fines and enforce development guidelines, bylaws and rules.

4. LOT USE RESTRICTIONS

4.1. Construction Restrictions

No construction, demolition or alteration may be started in any manner until Final Approval is received in writing by the Applicant from EAB. No other category of work may be commenced without Final Approval being received by the Applicant, except for surveying and staking of structures within the existing lot borders. Lot borders will be marked by BIB and are not to be altered by lot owners. "Construction" includes demolition of an existing dwelling, and also includes the alteration or renovation of an existing dwelling where 50% or more of the building footprint (For example, a 2-story, 20 x 40 structure has 800 square feet of building footprint but 1600 square feet of floor) of the existing dwelling is to be altered, renovated or added. On failure of the Parcel Owner to observe requirements as to commencement and completion of construction, EAB shall, in its discretion, impose fines against the Parcel Owner as provided herein.

All construction plans shall be submitted from a professionally licensed architecture or design firm and should bear official seal or stamp of the said firm. The plans should include all architectural, landscape design, electrical, utility, and mechanical drawings with complete specifications in order that EAB can clearly identify location, layout, materials, power source, water source, sewage disposal, and other design features of proposed structure, ancillary buildings and landscaping. BIB has established an "Eco Construction Workbook" document that should be used by all planners in preparation of submissions to the EAB. This document is available, upon request, to owners only, and will provide a valuable reference tool to help those prepare their plans to meet EAB requirements and to maintain a high degree of ecological compatibility with the tenets of BIB. All building plans shall first be vetted by the EAB before they are submitted to the Central Building Authority. Two sets of Site Plan, Floor Plan, and the Elevations of Front, Back and Sides view shall be submitted to EAB for approval before construction can start.

4.2. Allowable Building Footprint on lots

4.2.1. On a residential parcel, the building footprint of any dwelling may not exceed Ten Percent (10%) of the gross parcel square footage (e.g. parcel size is 200' X 100' = 20,000 square feet which is .45 acre, dwelling may not exceed 2,000 square feet for the building footprint). Square footage measurements shall include the exterior walls. All square footage measurements shall be inclusive of porches, decks, patios or balconies. Maximum building footprint of 2000 sq. ft. on any lot is allowed.

4.2.2. On a multi unit parcel, the building footprint of the total dwellings may not exceed twenty percent (20%) of the gross parcel square footage (e.g. parcel size is .93 acres 135' X 300' = 40,500 square feet, dwellings may not exceed 8,100 square feet for the total buildings footprint). Square footage measurements shall include the exterior walls. All square footage measurements shall be inclusive of porches, decks, patios or balconies.

- 4.2.3. Parcel Owners having multiple parcels, each contiguous, may construct a dwelling using the same calculation as above; however, multiple parcel square footage may be combined in the calculation of a single dwelling's total square footage.
- 4.2.4. Pools may not exceed 5% of the total parcel size. This 5% calculation shall be considered in addition to the 10% residential dwelling or 50% commercial building calculations. .
- 4.2.5. One dwelling unit per residential lot. Maximum of 6 units on a Multi-Unit Lot.
- 4.2.6. A maximum of three accessory structures not exceeding a total building footprint of either 3% of the total square footage of the parcel or 750 sq. ft. whichever is smaller, including garages

4.3. Basic Construction Design Criteria

- 4.3.1. The height of any residential or commercial dwelling is not to be more than a basement (which must have 30% of the walls below grade) and two stories;
- 4.3.2. Roofs should be designed to catch rainwater with drainage to a cistern or bladder. Roof top decks or terraces are encouraged and do not count as an extra story of a dwelling thus minimizing a building footprint. Roofs are to be constructed with overhangs to protect dwellings from mid-day sun;
- 4.3.3. Rooftop solar collectors, as approved by EAB; engineering drawings, including reference to ventilators may be used if the roof vents are low profile, blending into the roof materials;
- 4.3.4. Asphalt and gravel built up roofing on pitched surfaces and asphalt composition shingles are prohibited due to contamination and leaching;
- 4.3.5. The EAB reserves the right to review any item that may affect the exterior appearance in consideration of the aesthetic harmony of the design or color scheme with the surrounding area;
- 4.3.6. Any removal of trees for land preparation or any other reason MUST be done by the EAB building site preparation team at an expense to be borne by parcel owners and a schedule to be determined by the EAB according to a priority sequence. Trees will not be permitted to be cut down unless necessary in the eyes of the EAB. If additional landscape materials are needed they shall be of indigenous plants to Belize, as approved by the EAB, with said indigenous plants

payable by the parcel owner. Anything other than organic landscaping materials must be approved. If a tree over 6" diameter is removed during land preparation, the owner will plant 5 native hardwood or fruit trees (at least one foot in height) somewhere on his parcel or an approved location in a BIB common area. EAB reserves the right to property inspections to verify compliance; your house location on your lot may be affected to save large or rare types of trees.

4.3.7. Outdoor lighting must be located so that it does not interfere with or become a nuisance to other residents or wildlife. The light source of any exterior light must be shielded from public view and must not intrude upon your neighbours and must minimize impact on nocturnal environments, Use of downlighting instead of uplighting is essential. EAB reserves the right to enforce lighting provisions from both an aesthetic and an environmental standpoint after the construction of the residence is completed. In order to reduce light pollution and to preserve the pristine night sky visible from BIB, only lighting fixtures that have received the Fixture Seal of Approval from the International Dark-Sky Association will be approved for outdoor use. A list of manufacturers and distributors of these fixtures may be found at <http://www.darksky.org/mc/page.do?sitePagelId=56404&orgId=id>

Another potentially good source of information is the Illuminating Engineering Society of North America's Recommended Practice Manual: Lighting for Exterior Environments <http://www.acrobatplanet.com/non-fictions-ebook/ebook-design-interior-and-exterior-lighting-and-controls.html>.

4.3.8. Above ground, on-ground or in-ground swimming pools, hot tubs, whirlpools, etc. are permitted where they do not materially disturb the natural habitats or natural water flow. Pools and hot tubs must be completely enclosed by a fence at least 60" high in order to prevent accidents and protect children and wildlife. The least harmful of chemicals should be used. Any disposed of water must be done in an appropriate manner such as purification etc Preference would be a natural water swimming pool <http://www.naturalswimmingpool.org>.

4.3.9. Maintenance is the responsibility of the Parcel Owner. All dwellings, accessory and related structures shall be cleaned and maintained as in original or subsequently approved condition so as to maintain the harmony and aesthetic appearance of the community. EAB reserves the right to enforce and fine owners in violation of this at their discretion.

4.3.10. Construction procedures shall ensure the site is kept free of all construction materials and refuse at all times during construction. Sanitary systems (e.g. portable composting toilets) and refuse containers are to be located on the Construction site. Both composting toilets and containers must be screened to provide minimum off-site view or exposure, and must be removed as soon as construction is complete. No refuse or Construction equipment shall be discarded on or in any way permitted to remain on neighbouring properties, public areas, wild areas, or on site after construction is finished. Builder is responsible for the removal of construction materials at their own cost and disposed of in an environmentally friendly manner. Any damage to adjoining properties is the responsibility of Parcel Owner.

4.3.11. In addition to penalties and liabilities for violating any laws of Belize, EAB may halt the construction process on a site until any code, bylaw, covenant, or environmental violation is corrected.

4.3.12. All setbacks shall be subject to and shall be measured from the appropriate property survey. Distances from the property line for any structural elements (e.g. structures, screened enclosures, porches, walls, equipment, accessory structure, garage, etc.) must be shown. EAB may modify, amend or waive setback requirements in accordance with this document.

1. Minimum front yard, rear yard and side yard setbacks for dwellings, patios, porches, decks, garages, buildings and screened enclosures is ten (10) feet except for exempted lots.
2. Minimum side yard setback for equipment, trash containers and other similar utilitarian devices is ten (10) feet. Such items must be landscaped from view.
3. The (10) foot setback will be a NO disturbance area except for pathways and one access road to the building.

5. BASIC ENERGY, SUSTAINABLE AND WASTE TREATMENT DESIGN CRITERIA

5.1. Energy Plan

5.1.1. Solar power is permitted as a source of energy in BIB. Wind Power may only be used on special permit-by-permit basis due to tower and location requirements as well as aesthetic concerns. All wind power plans must be approved by EAB.

5.1.2. Low decibel (75db) butane generators may be used for emergency backup power. Diesel and gas are to be avoided, if possible.

- 5.1.3. The use of an occupancy sensor is encouraged to minimize energy use when unit is not occupied.
- 5.1.4. Passive techniques should be used as the primary source of ventilation and cooling. Fans or blowers run by a renewable power source are an acceptable secondary source of ventilation. No window mount air conditioners are permitted.
- 5.1.5. If hydro is brought in from BEL or other local public utility company all associated costs attributed to bringing in the power, delivery, transmission lines, transformers etcetera will be borne equally by ALL lot owners.

5.2. Water Supply and Collection

- 5.2.1. Units must have cisterns, bladders or water catchment and holding systems, which store rainwater collected. Systems should be hidden from public view.

5.3. Waste Treatment and Removal

- 5.3.1. Human waste must be treated with an EAB approved septic system.
- 5.3.2. Grey water holding tanks shall be used in conjunction with drip irrigation systems for the fertilization of local planting.
- 5.3.3. Compostable organic waste must be disposed of in composting bins.
- 5.3.4. All Parcel Owners must participate in the Recycling and Reclamation Program as available. They must have a composting bin for food waste, paper products and any other compostable materials, along with recycling bins for crushed metal cans, glass and plastic bottles and/or containers. Parcel Owners must take recyclable materials to designated waste collection points on site.
- 5.3.5. All consumable goods or products, including but not limited to bathing products, cleaning solutions, cleaning products, cleaning supplies, household paper products and sunscreen must be biodegradable. NOTE: anti bacterial products can kill necessary bacteria required for your septic system.

5.4. General Guidelines

- 5.4.1. Leave nothing but footprints. Common areas are to remain undisturbed.

- 5.4.2 Domestic animals will be allowed in BIB but owner takes responsibility for all waste removal and non-interference with residents, flora and wildlife. Dog and cat Owners must provide proof of rabies vaccination. All pets (including cats) must be on leash when outside of the dwelling. Cats must be kept indoors so as not to disturb the wildlife.
- 5.4.3 The feeding of native animals and mammals in BIB is strictly prohibited.
- 5.4.4 The use of chemical fertilizers for landscaping is prohibited. Compost and natural mulches are permitted.
- 5.4.5 NO more than 3 vehicles per owner will be allowed on the site. These are all to be properly licensed, insured, and in running conditions.
- 5.4.6 4 stroke, licensed and insured ATVs and motorcycles allowed solely for transportation, not recreation. All drivers must be 16 years of age and older. Two-stroke vehicles are not permitted other than work tools.
- 5.4.7 Quiet golf carts are permitted.
- 5.4.8 Incandescent light bulbs are not permitted. Where possible LED lights should be used.
- 5.4.9 Once Construction has started, owners will have 18 months to complete their construction.
- 5.4.10 BURNING: No burning is allowed during dry season. All fires should be constantly supervised, and not causing inconvenience to others.
- 5.4.11 HUNTING AND FIREARMS: No hunting or discharge of firearms shall be conducted within the subdivision.
- 5.4.12 COMPLIANCE WITH LOCAL REGULATIONS: No pier or jetty be constructed without a permit from the Physical Planning Department of the Lands Department. Construction approval must be obtained through the EAB and the Central Building Authority.
- 5.4.13 ENFORCEMENT: Enforcement of these restrictive covenants shall be by legal proceedings, or in equity against any person or persons violating or attempting to violate any covenant. Such enforcement may be by the owner of a lot, the Vendor, or his successor(s).

- 5.4.14 AMENDMENTS: These Restrictive Covenants may be amended by a majority vote of property owners, with one vote per lot owned, or by the Vendor or his successor(s). In the event that a property owner is already into construction when amendments are made, he/she shall be governed by the Restrictive Covenants in effect at the time he commenced construction. Amendments may be distributed to owners at the latest address on record. Property owners shall at all times provide a current address.
- 5.4.15 SAVINGS CLAUSE: Invalidation of one or more of these covenants or restrictions for any reason, shall not affect any other covenant or restriction. All other covenants and restrictions shall remain in full force and effect.
- 5.4.16 COMMERCE: No commercial activity shall be conducted on properties that are not officially designated as commercial lots. No signs, billboards, or other erection for the purpose of advertising or giving notice shall be erected or placed within the subdivision unless approved by the EAB or his successor(s). Please see official plan for Commercial and Multi Unit lots. No commercial activity shall be conducted without the Vendor's approval in writing. The Vendor shall have the right to refuse any commercial activity if it is offensive or a nuisance to other homeowners.
- 5.4.17 EASEMENTS: All "public easements" in Better in Belize are designed to give free access to the public. No structure shall be erected within the 66 feet reserve on the Macal River frontage, or on the access easements without the proper permit obtained from the Lands Department. All vegetation along the bank of the Macal River, shall be maintained in its natural state, but be kept clean and clear of synthetic debris. Bare areas may be beautified with plants that are indigenous or compatible with the natural environment for at least 66 feet from the river bank. The respective Green Space in front of the lots 114 through and including 128 at Better in Belize to the 66 feet reserve is for the sole use of the respective lot owners.
- 5.4.18 There must be a utilities easement of five feet along the inner sides of all the property lines which front a road right-of-way.
- 5.4.19 All building plans need the prior written approval from the EAB and the Central Building Authority. 2 sets of Site Plan, Floor Plan, and the Elevations of Front, Back and Sides view shall be submitted to EAB for approval before construction can start.
- 5.4.20 ROAD ACCESS AND MAINTENANCE of ROADS AS WELL AS OPEN SPACE: The Forty- foot road reserve is also declared a public

easement and shall therefore be kept clear and accessible. The road right-of-way is not to be used for storage of construction materials or trash. The natural drainage of the road right-of-way is not to be blocked and a proper culvert shall be installed at the owner's expense. A "Community Maintenance Fee" shall be payable by Purchaser to Better In Belize Ltd for purposes of maintaining roads, and open spaces, and providing general administrative services for the maintenance and operation of the subdivision. The details to this will be laid out in the Annual Home Owners Association report. The Community Maintenance fee is currently approximated at \$1000 USD per year per lot and shall be paid at the beginning of each year and prorated at the closing. The Purchaser agrees that a late fee of 1 % per month is due on any outstanding balance of Community Maintenance Fees. The Purchaser hereby agrees that his land shall be equitably charged in favour of the EAB as security for all outstanding amounts with respect to Community Maintenance Fees, late fees and collection or legal costs.

Buyer's Initials _____ Date _____

Seller's Initials _____ Date _____

ASSIGNMENT OF AUTHORITY AND RESPONSIBILITY

On behalf of Better In Belize, Ltd., I, Looey Tremblay confirm that BIB Property Owners Association, Inc., being duly registered as a Homeowners Association in the State of Florida, United States, and as a nonprofit corporation in Belize, has authority and responsibility as the Better In Belize Homeowners Association (HOA) - Ecological Advisory Board (EAB) to perform all duties as outlined in the Better In Belize Covenants, Conditions, And Restrictions document (CCRs) which is legally binding on each property and runs with the land.

I further confirm that the Board of Directors of the BIB Property Owners Association, Inc. have been elected in accordance with the rules of the CCRs by the owners in a fairly held election in 2016.

Accordingly, the BIB Property Owners Association, Inc. is authorized to:

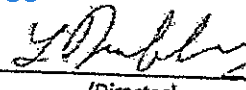
- Set the Community Maintenance Fee annually for purposes of maintaining roads and open spaces, and providing general administrative services for the maintenance and operation of the subdivision, as laid out in the Annual Homeowners Association Report
- Collect Community Maintenance fees from property owners at the beginning of each year, prorated at closing.
- Charge late fees of 1% per month on any outstanding balance of Community Maintenance Fees
- Enter into agreements and contracts for services, and make purchases for expenses related to the maintenance and operation of the subdivision.
- Equitably charge land in favour of the EAB for security on all outstanding amounts with respect to Community Maintenance Fees, late fees, and collection costs
- Review all plan, design and construction applications
- Approve utility and waste disposal methods
- Approve or deny items submitted
- Distribute and enforce construction-related rules and regulations
- Determine and review policies, procedures and criteria
- Revise and amend EAB rules, regulations, policies, procedures, criteria, covenants, conditions and restrictions of the "Better In Belize" project from time to time or as required
- Enforce waste and contaminations policies
- Approve water supply sources and methods
- Approve energy supply sources and methods
- Halt any construction process on site that is in violation
- Levy fines and enforce development guidelines and rules

(Remainder of page intentionally left blank)

Signed, Sealed, & Delivered)
By the Directors of Better In)
Belize, Ltd.)

in the presence of:)

Witness



(Director)

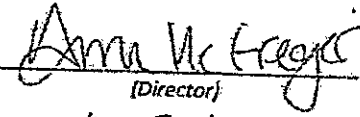


(Director)

Signed, Sealed, & Delivered)
By the Director of BIB)
Property Owners Association,)
Inc.)

in the presence of:)

Witness



(Director)



(Director)

Subject: ACTION REQUIRED: Information request

From: BIB POA Board

Date: 5/13/2016, 12:44 PM

To: Looney Tremblay

CC: Veronica Cal <veronica@belizepropertycenter.com> Hello Looney:

We are in process of drafting the document legally transferring the Homeowners Association/EAB from Better In Belize, Ltd. to the newly formed entity, BIB Property Owners Association, Inc. This will require a specific list of assets to be transferred, any liabilities that are outstanding, etc. It will also convey authority for collecting and managing maintenance fees from owners per the Covenants, Conditions and Restrictions document (CCRs) that are registered with each title within the community.

We have the inventory list from you for physical assets.

We will need the most recent financial statements from you/Veronica.

We also need legal status of all parcels within Better In Belize community which are considered 'community property', to include the front 'parking' area, roads, and both garden areas, as well as all green spaces. Are these currently titled lands, and if so, who/what entity holds title? If not, please explain. We will need to arrange for the transfer of ownership from one corporation to the new one.

Thank you for your assistance,

Ann McGregor

on behalf of the

BIB Homeowners Association Board

Subject: RE: ACTION REQUIRED: Information request
From: "Veronica Cal" <veronica@belizepropertycenter.com>
Date: 5/13/2016, 12:47 PM
To: "BIB POA Board" <bihboard@gmail.com>, "Loeey Tremblay" <loeey@loeey.com>

The financials we will submit after the 15th Ann
Regarding the lots only the community center lots as far as I know can be transferred

Subject: Re: ACTION REQUIRED: Information request
From: BIB POA Board
Date: 5/13/2016, 1:04 PM
To: Veronica Cal
CC: Loeey Tremblay <loeey@loeey.com>

Thank you Veronica.
As far as the property, someone must have ownership/control of the community property and green space, and that control/ownership will need to be transferred to the HOA as part of the transition.

Loeey -
can you provide more information?
The two lots designated for the community center are NOT included in the initial transition.
Thanks!

Ann
on behalf of the BIB Homeowners Association Board

Subject: RE: ACTION REQUIRED: Information request
From: "Veronica Cal" <veronica@belizepropertycenter.com>
Date: 5/13/2016, 1:14 PM
To: "BIB POA Board" <bibhoaboard@gmail.com>
CC: "Looney Tremblay" <looney@looney.com>

Ann that is a question for your lawyer as I have never dealt with green space being transferred or being assigned any legal schedule

Subject: Re: ACTION REQUIRED: Information request
From: BIB POA Board
Date: 5/13/2016, 1:19 PM
To: Veronica Cal
CC: Looney Tremblay <looney@looney.com>

Correct, the lawyer will be drawing up the agreement of transfer, however we do need to know the current legal ownership in order to complete this transfer.

It is the same as if Looney was selling this to a new development company. The HOA will be legal owners of all community property within the subdivision, except for the unsold lots.

Thanks!
Ann
on behalf of the BIB Homeowners Association Board

Subject: Re: ACTION REQUIRED: Information request
From: Looey Tremblay
Date: 5/13/2016, 1:35 PM
To: BIB POA Board
CC: Veronica Cal <veronica@belizepropertycenter.com>

I don't know how that takes place ann. You will have to ask the lawyer.
Looey Tremblay

Subject: Re: ACTION REQUIRED: Information request
From: BIB POA Board
Date: 5/13/2016, 1:36 PM
To: Looey Tremblay

I understand that we don't know the process, but do you know if you have that land/area as a separate title when the subdivision was created from the single large plot?

on behalf of the BIB Homeowners Association Board

Subject: Re: ACTION REQUIRED: Information request
From: Looey Tremblay
Date: 5/13/2016, 1:36 PM
To: BIB POA Board
CC: Veronica Cal <veronica@belizepropertycenter.com>

Provide the official map to the lawyer and have him answer it.
Looey Tremblay

Subject: Transfer of Authority agreement and HOA inventory list

From: BIB POA Board

Date: 8/31/2016, 6:39 PM

To: Looey Tremblay <looe@looe.com>, Veronica Cal <veronica@belizepropertycenter.com>

CC: Irene Brady <irene@natureworkspress.com>, Ann Kaplan <annahkaplan@msn.com>, Susanne Jefferson <susannejefferson@me.com>, Sandi Smith <sprout33@gmail.com>

Dear Looey,

Attached is an agreement for your review and signature which will authorize the new corporation, BIB Property Owners Association, Inc. as the official homeowners association as outlined in the BIB Covenants. The list of responsibilities is taken directly from the covenants, and so basically this functions as a sort of a corporate spin-off of the HOA.

I've also attached the inventory list provided to you earlier in the week, and verified by Jorge yesterday. These items will transfer to the new corporation along with the authority and responsibility for the HOA.

Once this document is signed, we will move forward with the mutual easements for roads and other areas, as well as the best method for transferring the community land. We just wanted to get this piece in place so we can move forward with the new fiscal year.

Please let me know if you have any questions, and I'm hopeful we can get this document signed and in place tomorrow for the start of the interim fiscal year.

Best wishes,

Ann McGregor

*on behalf of the
BIB Homeowners Association Board*

- [Attachments-1069/BIB POA Authorization from BIB Ltd-31 Aug 2016.pdf](#)
- [Attachments-1069/HOA Items as of August 2016.xlsx](#)

Subject: RE: Agreement status?
From: "Veronica Cal" <veronica@belizepropertycenter.com>
Date: 9/1/2016, 5:08 PM
To: "Looney Tremblay" <llooney@looney.com>, "BIB POA Board" <bibhoaboard@gmail.com>

Attached

-----Original Message-----
From: Looney Tremblay [mailto:llooney@looney.com]
Sent: Thursday, 01 September 2016 14:22
To: Ann MCG <annmccgr@gmail.com>; veronica@belizepropertycenter.com
Subject: Re: Agreement status?

Yes it should be to u soon

Looney Tremblay
Sent from my iPhone

On Sep 1, 2016, at 4:17 PM, Ann MCG <annmccgr@gmail.com> wrote:
Hi Looney! Do you think we can get that agreement signed today so I can
get an email update out to owners? If not today, when do you anticipate?

Thanks!

-Ann

- Attachment: 1068/BIB POA Authorization from BIB Ltd-31 Aug 2016 - signed.pdf

Subject: Re: Agreement status?
From: BIB POA Board
Date: 9/2/2016, 6:31 AM
To: Veronica Cal
CC: Looey Tremblay <looeey@looeey.com>

Attached is the completed and signed agreement transferring authority for the HOA to the new corporation. You can have someone sign as witness that you signed and delivered the document, on page 2.

We expect to hear back on our Belize bank account soon, and at that time we can start planning the transfer of the administrative tasks and HOA fees to the new board. We'll also work on the purchase agreement for other items still owned by BIB, Ltd, mutual easements for roads access and maintenance, and transfer of actual community property title.

Later today I'll have an email prepared for all owners, and will send to Veronica for distribution. It will be a sort of the 'state of the HOA' email, with information about extending the budget through 12/31, transition to HOA management of administrative tasks, etc.

For property management, we'd like to continue with our current arrangement for now - with BIB, Ltd. as our property management company. Until our bank accounts are set up, this will include bookkeeping and administrative tasks as well.

Please let me know if you have any questions or see anything I'm missing!

Ann M.

*on behalf of the
BIB Homeowners Association Board*

On Thu, Sep 1, 2016 at 5:08 PM, Veronica Cal <veronica@belizepropertycenter.com> wrote:
Attached

-----Original Message-----
From: Looey Tremblay [mailto:looeey@looeey.com]
Sent: Thursday, 01 September 2016 14:22

To: Ann McG <annmcgr@gmail.com>; veronica@belizepropertycenter.com
Subject: Re: Agreement status?

Yes it should be to u soon

Looey Tremblay
Sent from my iPhone

> On Sep 1, 2016, at 4:17 PM, Ann McG <annmcgr@gmail.com> wrote:

> Hey Looey! Do you think we can get that agreement signed today so I can get an email update out to owners? If not today, when do you anticipate?

> Thanks!

> -Ann

CF20220656

CF20220656

2022-11-21

2022-11-21

2022-11-21

Subject: Re: Agreement status?
From: Looey Tremblay
Date: 9/2/2016, 7:38 AM
To: BIB POA Board
CC: Veronica Cal <veronica@belizepropertycenter.com>

Aok
Looey Tremblay
Sent from my iPhone

On Sep 2, 2016, at 6:32 AM, BIB POA Board <bibhoaboard@gmail.com> wrote:

Attached is the completed and signed agreement transferring authority for the HOA to the new corporation. You can have someone sign as witness that you signed and delivered the document, on page 2.

We expect to hear back on our Belize bank account soon, and at that time we can start planning the transfer of the administrative tasks and HOA fees to the new board. We'll also work on the purchase agreement for other items still owned by BIB, Ltd, mutual easements for roads access and maintenance, and transfer of actual community property title.

Later today I'll have an email prepared for all owners, and will send to Veronica for distribution. It will be a sort of the 'state of the HOA' email, with information about extending the budget through 12/31, transition to HOA management of administrative tasks, etc.

For property management, we'd like to continue with our current arrangement for now - with BIB, Ltd. as our property management company. Until our bank accounts are set up, this will include bookkeeping and administrative tasks as well.

Please let me know if you have any questions or see anything I'm missing!

Ann M.

*on behalf of the
BIB Homeowners Association Board*

On Thu, Sep 1, 2016 at 5:08 PM, Veronica Cal <veronica@belizepropertycenter.com> wrote:
Attached

-----Original Message-----
From: Looey Tremblay [<mailto:looevy@looevy.com>]
Sent: Thursday, 01 September 2016 14:22
To: Ann McG <annmcgr@gmail.com>; veronica@belizepropertycenter.com
Subject: Re: Agreement status?

Yes it should be to u soon

Looey Tremblay
Sent from my iPhone

> On Sep 1, 2016, at 4:17 PM, Ann McG <annmcgr@gmail.com> wrote:
>
> Hey Looey! Do you think we can get that agreement signed today so I can
get an email update out to owners? If not today, when do you anticipate?
>
> Thanks!
>
> -Ann

<[SignedAgreement.pdf](#)>

CF20220656

2022-11-21

CF20220656

Subject: FW: FW: Agreement status?
From: "Veronica Cal" <veronica@belizepropertycenter.com>
Date: 9/2/2016, 12:00 PM
To: "BIB POA Board" <bibhoaboard@gmail.com>
CC: "Loeey Tremblay" <loeey@loeey.com>

Attached



- [Attachments-1066/CF09022016_00000.pdf](#)

Subject: FW: FW: Agreement status?
From: "Veronica Cal" <veronica@belizepropertycenter.com>
Date: 9/2/2016, 12:00 PM
To: "BIB POA Board" <bibhoaboard@gmail.com>
CC: "Loeey Tremblay" <loeey@loeey.com>

Attached



- [Attachments-1066/CCF09022016_000000.pdf](#)

ATTACHMENT Annex 4

Property Transfer & Repayment Agreement

Effective Date: 05-May-2016

Property Recipient: BIB Property Owners Association, Inc. AKA (The Property Recipient)

Property Holder: Better In Belize, Ltd., AKA (The Property Holder)

Located at: 10.5 Hydro Road
Benque Viejo del Carmen
CAYO, Belize C.A.

& Located at: 30 Burns Avenue
San Ignacio
CAYO, Belize C.A.

Email: bibhoaboard@gmail.com

Email: info@BetterInBelize.com

Vehicle Information:

Tractor \$38,000.00

Year: UNKNOWN - 2007-2013

Make: Kubota

Model: M7040D 4x4 tractor

Vin #: #84644

Mileage on odometer at time of inspection: 1590 hours

Implements/Accessories Information:

Tractor Roller \$8,500.00

Tractor Grader Blade \$4,897.78

Used Yellow 5ft Tractor Cutter \$1,866.67

Green Tractor Box Blade \$844.45

The Property Holder hereby certifies that they are the full and lawful owner of the above mentioned tractor and accessories and have complete authority to transfer ownership to the new entity, the Property Recipient.

The Property Holder acknowledges repayment for prior purchase of \$ 54,108.90 in the form of funds exchange to be completed upon establishment of bank account in Belize, from the Property Recipient as full and complete repayment for the purchase of the above mentioned tractor and implements, which are being transferred as-is.

The hours on the tractor at the time of transfer is: 1590, and the Property Holder hereby states this is accurate to the best of their knowledge.

The Property Holder grants, sells and transfers full ownership of the above mentioned tractor and accessories/implements to the Property Recipient. The Property Holder certifies that the tractor and implements at the time of sale have no taxes, fees and or liens due on it and that the Property Holder will be held fully responsible for any unlawful claims and demand with respect to the above mentioned vehicle.

The Property Recipient hereby fully accepts any and all liability for the vehicle, damages, and also any third party liability that may be incurred from the vehicle use on the date of Transfer and forward.

[Handwritten Signature]

Property Holder's Signature

May 6 2016

Date

[Handwritten Signature] - President, DIB POA, Inc

Property Recipient's Signature

5-5-16

Date

Type	Description - note: * indicates additional receipts or information available (see below)	Location
tools	1 broom	Earthbag Bodega
tools	1 hoe	Earthbag Bodega
tools	1 small hoe	Earthbag Bodega
tools	1 hammer	Earthbag Bodega
tools	1 - 5gal Spray Pump	Earthbag Bodega
tools	1 plastic rake	Earthbag Bodega
tools	2 small pruning fork	Earthbag Bodega
tools	1 eye protector	Earthbag Bodega
tools	1 pitch fork	Earthbag Bodega
tools	4 round shovels	Wooden Garden Store Room
tools	1 small hoe	Wooden Garden Store Room
tools	1- 16 oz. hammer	Red Container
tools	1- plastic rake 24"	Earthbag Bodega
tools	1 round shovel	Earthbag Bodega
tools	2-r30 rakes	?
tools	1 r-22 rake	?
tools	1 hole digger	?
equipment & supplies	2- 55 gal. drums (blue)	Wooden Garden Store Room
equipment & supplies	1 Water Pump, many half barrels and piping for Aquaponics system	Wooden Garden Store Room
equipment & supplies	1 electrical control charger for solar fence (goat)	Wooden Garden Store Room
equipment & supplies	200' Rope	Wooden Garden Store Room
equipment & supplies	1 Oxygen tank, 1 Gas Tank (acetylene), 2 sets cutting hose & torches/ Valves	Red Container
equipment & supplies	3 feeders	Earthbag Bodega
equipment & supplies	3 small feeders	Earthbag Bodega
equipment & supplies	2 small drinkers	Earthbag Bodega
equipment & supplies	2 gallon sprinklers	Earthbag Bodega
equipment & supplies	1- 55 gal. drum	Earthbag Bodega
equipment & supplies	CCTV Cameras*	Toucan House
equipment & supplies	Mainstation for Security System*	Toucan House
equipment & supplies	4 river tubes	Wooden Garden Store Room
equipment & supplies	Mini Compressor - to pump tubes	Red Container
equipment & supplies	1 Mini Toolbox for Vehicle	Red Container
equipment & supplies	9 solar panels	Front Section/Bean Bale cottage roof
equipment & supplies	solar equipment - autotransformer and charge controller *	in lot #1&2 solar room
equipment & supplies	Radio system* & solar power system at radio tower: battery, two panels and charge controller	Neighboring property
equipment & supplies	2 spools grass cutting line	Earthbag Bodega
equipment & supplies	8- 5 gallon buckets	Earthbag Bodega
equipment & supplies	patched Rotoplas container	chicken pen/used on green truck
equipment & supplies	12ft 2" suction hose, 25ft 2" blue goodyear discharge hose + adapters	Wooden Garden Store Room
equipment & supplies	2" Meilum 5.5hp 168F water pump	Wooden Garden Store Room
equipment & supplies	volleyball net, horseshoe pit, hillbilly golf	Lot 48 (to be relocated)
equipment & supplies	9 plastic chairs	Main Garden
equipment & supplies	6-30mx5/8" hose + connectors	?
equipment & supplies	2-25mx5/8" hose	?
structural/fixed asset	Green Toyota pickup truck with wood bed*	Front Section
structural/fixed asset	Bean Bale Cottage	Front Section
structural/fixed asset	Picnic Palapa	River front
structural/fixed asset	Bee hives*	Neighboring property
structural/fixed asset	open air shed	Main Garden
structural/fixed asset	Earthbag home	Main Garden
structural/fixed asset	Main wooden shed	Main Garden
structural/fixed asset	Bathroom/outhouse	Main Garden
structural/fixed asset	Greenhouse	Main Garden
structural/fixed asset	Chicken coop	Main Garden
structural/fixed asset	Goat pen	Main Garden
structural/fixed asset	Gravity fed watering system.	top of Mayan Circle
structural/fixed asset	lookout platform, picnic palapa and stairs	common ground between lot 74 and 75
structural/fixed asset	14 Cement/concrete culverts	throughout property
structural/fixed asset	Fence and gate	Front entrance
structural/fixed asset	The rainwater catchment system and the gravity feed piping to the garden and towards the well	Green space on top of Mayan Circle
structural/fixed asset	Well and the piping	Lot 49
structural/fixed asset	market/shop area (poles, roofing, wiring)	Front Section
structural/fixed asset	3 'totem pole' carvings	Lot 48 (to be relocated)
structural/fixed asset	Community message board	Lot 48 (to be relocated)
structural/fixed asset	raised planting beds	Main Garden

ATTACHMENT Annex 5

* radio equipment:
 repeater is made up of 2 Yaesu FT-1900E
 12v power supply
 solar panel
 2 Yaesu FT-60R/E handheld units
 Laixen, VV-898 (in vehicle?)
 2 car/portable antennas



* green Toyota truck w/custom wooden bed
 Year 1992
 Make Toyota
 Model 4x4 Pickup short W8 deluxe 22R-E
 Vin # 4TARN01P2N2034086

* security system and CCTV cameras
 base unit (no monitor) - currently nonworking
 4 cameras, 1 mounted at gate

* solar equipment - autotransformer and charge controller
 9-280 watt PANELS AND MOUNTING AND WIRING
 Outback FM80 CHARGE CONTROLLER
 Outback 6000 WATT AUTOTRANSFORMER

Property Transfer & Repayment Agreement

Effective Date 24-May-2017

Property Recipient BIB Property Owners
Association, Inc., AKA (The Property Recipient)

Property Holder Better In Belize, Ltd., AKA (The
Property Holder)

Located at 10.5 Hydro Road

Benque Viejo del Carmen

CAYO, Belize C.A.

& Located at 30 Burns Avenue

San Ignacio

CAYO, Belize C.A.

Email: bibhoaboard@gmail.com

Email: info@BetterInBelize.com

Property Information:

The Property Holder hereby certifies that they are the full and lawful owner of the above mentioned tower, communications equipment, power supply and all accessories and have complete authority to transfer ownership to the new entity, the Property Recipient. It is acknowledged by both parties that some communications equipment installed on the tower is the property of the Internet Service Provider. A list of this equipment will be provided by the seller to the buyer as soon as possible, either before or immediately after the sale.

The Property Holder acknowledges repayment for 90% of prior materials & labor purchase, \$13,373.57 and 70% of unused internet services, \$1071.00, for a total of \$14,444.57 in the following form:

\$7,222.28 (50%) of funds exchange to be credited to the BIB POA account of the Property Holder.

\$7,222.28 (50%) of funds to be paid directly to the Property Holder via check or wire transfer

by the Property Recipient as full and complete repayment for the purchase of the above mentioned tower and equipment, which are being transferred as-is. The Property Recipient

also grants the Property Holder a five year waiver on finance charges or late fees for any outstanding HOA fees for unsold lots titled to Property Holder or Loey Tremblay personally. This waiver shall be valid until January 1, 2022.

The Property Holder grants, sells and transfers full ownership of the above mentioned tower and related equipment to the Property Recipient. The Property Holder certifies that the tower and related equipment at the time of sale have no taxes, fees and or liens due on it and that the Property Holder will be held fully responsible for any unlawful claims and demand with respect to the above mentioned property.

The Property Recipient hereby fully accepts any and all liability for the tower and related equipment, and also any third party liability that may be incurred from the same on the date of Transfer and forward.



5/24/2017

Property Holder's Signature

Date



5/24/2017

Property Recipient's Signature

Date

COMMUNICATIONS TOWER LAND USE AGREEMENT

THIS AGREEMENT ("the Agreement"), made as of this 25th day of May, 2017, by and between Belize Mountain Resort, Limited (the "Owner"), whose business address is 30 Burns Ave, San Ignacio, Cayo, Belize and Better In Belize Property Owners Association (BIB POA) of Benque Viejo, Cayo, Belize (the "Renter") collectively, the "Parties".

The parties agree as follows:

Space Rental

Owner hereby grants a limited and revocable license (the "License") to the Renter to use the following space:

Land underneath communications tower and adjacent enclosure housing equipment for the tower (the "Space") for five years as specified under this agreement.

Rental Period

The rental period shall commence on the 1st day of June, 2017 and conclude on the 31st day of May, 2022. This agreement may be extended by mutual agreement of both parties at the end of the rental period.

Fees

Renter shall pay to Owner a total fee of \$0 (the "Fee"), for the first year, and \$1200.00 each year, for the remaining four years, for use of the Space. Fees shall be paid annually on or before June 1.

Space Specifications

Owner grants to Renter continued and unencumbered access to the space for routine maintenance and repairs.

Disclaimers

The Space shall be provided by the Owner as-is and Owner make no warranty regarding the suitability of the Space for Renter's intended use.

Improvements

Renter may, at its expense, make such improvements on the Site, as it deems necessary from time to time, for the operation of the facility. Upon termination or expiration of this Agreement, Renter shall remove its equipment and improvements and will restore the Site to substantially the condition existing on the Commencement Date, except for ordinary wear and tear and casualty loss.

Condition

After the completion of the lease, the Renter shall leave the Space in the same or similar condition as received from the Owner.

Damages

Beyond ordinary wear and tear, Renter shall be responsible for any damage caused by Renter's use of the Space. Renter shall arrange for the repair of any such damage. In the event if Renter does not make any necessary repairs, Owner shall arrange for the same at Renter's expense.

Right of Entry

Owner shall have the right to enter the Space at any time for any reasonable purpose, including any emergency that may threaten damage to Owner's property, or injury to any person in or near the Space.

Maintenance

Renter will be responsible for repairing and maintaining the tower site and facility and any other improvements installed by Renter at the Site in a proper operating and reasonably safe condition; provided, however if any such repair or maintenance is required due to the acts of Owner, its agents or employees, Owner shall reimburse Renter for the reasonable costs incurred by Renter to restore the damaged areas to the condition which existed immediately prior thereto. Owner will maintain and repair all other portions of the property of which the Site is a part in a proper operating and reasonably safe condition.

Indemnification

Renter hereby indemnifies and holds harmless Owner from any damages, actions, suits, claims, or other costs (including reasonable attorneys' fees) arising out of or in connection with any damage to any property or any injury caused to any person (including death) caused by Renter's use of the Space, including any acts or omissions on the part of Renter, its employees, officers, directors, independent contractors, or other agents. Renter shall notify Owner of any damage or injury of which it has knowledge in, to, or near the Space, regardless of the cause of such damage or injury. The indemnity obligations under this Paragraph will survive termination of this Agreement.

Revocation

Owner shall have the right to revoke the License at any time during the duration of this lease, provided it gives Renter prior written notice of revocation. In the event that Owner revokes the License prior to the final date of the lease for reasons other than nonpayment of fees or breach of this Agreement by Renter, Owner shall refund to Renter the full amount paid by Renter in connection with this Agreement.

Cancellation

Renter may cancel the lease by notifying Owner by providing notice thirty (30) days or more before the date of cancellation. In such an event, Owner shall refund to Renter the full amount of the Rental Fee.

Assignment

Neither Party may assign or transfer their respective rights or obligations under this Agreement without prior written consent from the other Party.

Governing Law

This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the Country of Belize, without regard to conflicts of law principles.

Entire Agreement

This Agreement constitutes the entire agreement between Renter and Owner, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed the day and year first above written.

RENTER: BIB Property Owners Association, Inc.

OWNER: Belize Mountain Resort, Ltd.

X Ann McGregor

X _____

Name: M. Ann McGregor
Title: President-Treasurer

Name: Looy Tremblay
Title: Authorized Signing Officer

CF20220656

Page 55 of 80

2022-11-21



Paul Prescott <paulonbibhoaboard@gmail.com>

Re: Proof of OwnershipATTACHMENT Annex 7

Looy Tremblay <looy@looy.com>

Thu, Mar 5, 2020 at 1:21 PM

To: BIB POA Board <bibhoaboard@gmail.com>

Cc: Michael Saunders <msaunders4110@gmail.com>, Veronica Cal <veronica@belizepropertycenter.com>, Looy Tremblay <looy@looy.com>

BIB Board

Regarding the Internet Tower location

Erroneously it was built on a property that is owned by someone else. We do not have title to the land where the internet tower is, nor did we have title when you initially constructed the internet tower.

We were all under the impression that the location was on titled property controlled by us.

Mike Winrow has told us where the property lines were and we went by that. He was wrong and in turn we were wrong.

We are sorry that this has happened.

We are looking into who owns that property but still don't have answers on that yet. We will keep you informed.

We also have a contract that exchanges placement of the tower for placement of our red container. We will have to address this. Please let us know how you would like to proceed.

Our apologies for this error.

From a positive side, we have had very good internet for a very long period of time that we may not have had without it. It sure has beaten Satellite that we had initially.

Regards,

Looy Tremblay
Broker/Owner
RE/MAX Belize Property Center

Email: looy@BelizePropertyCenter.com

looy@looy.com

Web: <http://www.BelizePropertyCenter.com>

<http://www.MLSinBelize.com>

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2022-11-21

<http://www.BetterinBelize.com><http://www.kitchenerwaterloo-realestate.com>

Canada
RE/MAX Twin City Realty Inc. Brokerage
Office: 519-579-4110
Cell: 519-241-1230
Toll-Free from North America: 1-877-836-2756

Fax: 519-579-3442

Belize
Office: 501-824-0550
Fax: 501-824-0447
(From outside Belize, prefix 011)
Skype: looeyT

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From: "BIB POA Board" <bibhoaboard@gmail.com>
To: "Loeey Tremblay" <looey@looey.com>
Cc: "Michael Saunders" <msaunders4110@gmail.com>, "Veronica Cal" <veronica@belizepropertycenter.com>
Sent: Monday, February 24, 2020 1:24:40 PM
Subject: Re: Proof of Ownership

Hello Loeey

Thank you for your prompt response.

Just to clarify,

1. You do not now have title to the land where the internet tower is, nor did you have title when you initially constructed the internet tower.
2. You do not now have title to the roadway encompassing the hill on Forest Hill Drive, nor did you have title when you entered into the road use agreement signed on January 23, 2019.

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2022-11-21

If you do actually have title to these two lands, please provide copies.

Thank you,
The BIB HOA Board

On Mon, Feb 24, 2020 at 9:43 AM Looney Tremblay <looney@looney.com> wrote:

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2022-11-21

Better In Belize Road Access through Private Property: Permission for Land Use

ATTACHMENT Annex 8

I, Looney Tremblay, representing Belize Mountain Resort, Ltd. give permission to BIB Property Owners Association, Inc., its members, guests, and other invited individuals to use the property located at Mile 10.5 Hydro Rd, from the bottom of Howler Hill to the start of the Better In Belize subdivision along the Forest Hill Drive road, as an access road to all lots and community spaces beyond that point.

BIB Property Owners Association, Inc., agrees to bear all costs associated with road maintenance during the time this agreement is in effect. All work will be done by licensed and insured contractors, and sufficient notice will be given to the property owner. Property owner will be listed as additional insured for liability purposes.

BIB Property Owners Association, Inc. agrees to indemnify and save harmless the property owner from all damages and claims arising out of any act, omission or neglect by the BIB Property Owners Association, Inc., and from any and all actions or causes of action arising from the BIB Property Owners Association, Inc. use of the property.

I hereby grant to BIB Property Owners Association, Inc. a first right of refusal to purchase the property described as a 40ft wide roadway from the bottom of Howler Hill to the start of the Better In Belize subdivision, along the Forest Hill Drive road, for the duration of this Agreement.

As the property owner, I agree to notify the BIB Property Owners Association, Inc. organization of any change in land ownership, development, or use 60 days prior to the change in status, in order to ensure continued access to all lots in the community from the future property owner or lessee.

This agreement shall be in effect until such time as outlined above, or until both parties agree to rescind it.



January 23, 2019

Property owner's signature

Date

ATTACHMENT Annex 9

To: BIB Property Owners Association Inc.

From: Better in Belize Limited

Dated: December 30, 2021

Dear BIB Property Owners Association Inc.,

I am writing to confirm that Better in Belize Limited has the authority to rescind the attached Assignment of Authority and Responsibility in favor of BIB Property Owners Association, Inc. for the benefit of the majority of Proprietors. In this regard:

I, Walter Browning on behalf of Better in Belize Limited, officially rescind the authority assigned to BIB Property Owners Association, Inc. on this 30th day of December 2021. Please conduct yourself accordingly and cease all expenditures, contracts, and services on behalf of the Community or its Proprietors.

In the best interest of the Community and Proprietors, we would like to make this transition as smooth as possible and will be in communication with further details.

Walter Browning
Director
Better in Belize Limited
Mile 10.5 Mollejon Road
Benque Viejo Del Carmen
Cayo, Belize
Central America/Western Caribbean

[View this email in your browser](#)



ATTACHMENT Annex 10

Hello Lot Owner,

You may have received an email from Walter Browning of Better In Belize Ltd claiming that he has "rescinded" the [Assignment Of Authority](#) from 2016 that transferred ownership of the BIB POA from the developer Better In Belize Ltd to the lot owners.

The BIB POA does not recognize the validity of this claim. The [Assignment Of Authority](#) does not allow any such mechanism for the developer to take back ownership of the BIB POA six years after transferring ownership to the lot owners. The BIB POA is the only legal entity responsible for the maintenance and upkeep of the BIB community.

It is worth remembering that the Better In Belize Ltd owes the BIB POA over US\$280,000 in past due POA fees.

We have reached out to our attorneys in order to prevent such spurious claims from continuing.

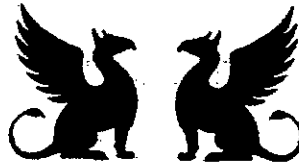
Thank you,
BIB POA Board



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ATTACHMENT Annex 11

BELIZE ADVISORS CONSULTANCY LIMITED
BELIZE, CENTRAL AMERICA
011-501-615-2035
griffinbelize@icloud.com

Mr. William Walter Browning
Better in Belize Homeowners Association
Waterhole Area, Cayo District
Belize, C.A.

January 13th, 2022

Dear Mr. Browning,

Please be advised that we are prepared to register the attached Articles and Memorandum of Association for Better in Belize Homeowners Association to complete the incorporation process.

Please assist to provide a complete list of the Proprietors of the residential lots at Better in Belize. As discussed, this Company Limited by Guarantee is designed to have a Membership inclusive of all Proprietors of Better in Belize in order to guarantee their representation and control of the Company and corresponding HOA.

Please also assist to provide a copy of the passport bio-signature page and copy of utility bill confirming the foreign address for non-residents or local address for residents of Belize in order to complete the required approval from Central Bank of Belize.

We await your further correspondences to proceed as stated above.

Sincerely,


Bradley Pinehart
+501-615-2035



Sr Tapeworm <sr.tapeworm@gmail.com>

Fw: BIB New structure -Walter

1 message

totalbaw@aol.com <totalbaw@aol.com>
To: Paul Prescott <paul.prescott@pobox.com>

Fri, Jun 17, 2022 at 7:14 AM

ATTACHMENT Annex 12

Sent from the all new AOL app for iOS

On Friday, June 17, 2022, 7:08 AM, Walter Browning <walterbrowning71@gmail.com> wrote:

Dear fellow lot-owners

This letter outlines the long-awaited progress update regarding the legal Better in Belize Homeowners' Association structure which has been established by our professional team here in Belize.

Apologies for the delay. I am still adjusting to the reality that things happen in a far more relaxed timeframe in Belize. Also, I did not expect the former board to resist the community's desire to have a democratic legal structure in place, much less attempt to put me in jail on the accusation of stealing community property.

Many homeowners are concerned, and even fearful, about the conduct of the former board members. These concerns include misusing community funds to fight against their own community and resorting to using the police to damage people's reputations and even preventing residency, refusal of a financial audit, and threats of liens on properties.

The question is...why would people act this way? What are they hiding? And why would they not cooperate with a professional team that is hired *by* the community to *fix* our community?

To address the vicious personal attacks I have endured, it is important to give some historical context – both personally and professionally. I am a seasoned professional with a 30-year track record of building businesses with partners and shareholders. I helped build various businesses into large companies with multiple locations. The September 11th terrorist attack had a tremendous negative impact on the funding of businesses and I suffered financially as a result. I went on to build another business, but the faltering economy coupled with a divorce, was too much for me to financially sustain.

I decided to be responsible and not hide behind corporate protection. I declared personal bankruptcy in order to be transparent and hired a professional firm to handle the process and forfeit my personal assets.

Learning from this experience is the very reason why I brought in a professional team of lawyers, accountants, and consultants to advise and assist here at Better in Belize so *there is transparency*.

However, the former board is attempting to distract the community and spend *your* money on lawyers to hide the truth about their motives and actions. It's time to get back to fixing our community, repairing our reputation, and increasing the value of our community, instead of destroying the community and each other. We have taken many positive and constructive steps to protect and govern our community and our residents. For example, we now have a security company monitoring the entrance gate and protecting our community, a licensed accountant, a professional consultant advising on the new structure, and a local Belize lawyer who is working for the community and protecting your property.

Please note that the structure we have in place is legal in Belize and verified by a lawyer, accountant, and consultant - not a group of people acting as rogues and merely writing their own opinions. With the structure we have established, every lot owner has the opportunity to

vote and bring ideas and concerns forward without fear of bullying or threats. We vote on solutions as a *democratic community*. No one group or person can control the community, including myself.

In closing, I encourage you to get involved and register to vote. The previous board counted on owners to not get involved and to not speak up. Let's take back our community. If you need any assistance in registering or have questions feel free to contact us via email or phone,

Thank you

We are Better together

Walter Browning
Facilitator
Better in Belize Homeowners Association
Belize Cell/What's App 501- 635-3058

Bradley Rinehart Contact for registration
Belize Advisors Consultancy Limited
011-501-615-2035
griffinbelize@icloud.com

Fatima R Chi
Consulting Partner
L3G'S & Associates
Bookkeeping and Accounting Consultants
#33 George Price Highway, Santa Elena Town
Cayo District Belize C.A
Tel Office:670-6431
Email:l3gs.associates@gmail.com
Website:www.l3gsbz.com

Ardelle Lisette Sabido

Attorney at Law
THE LAW OFFICE OF ARDELLE SABIDO
7/9 Unity Blvd
City of Belmopan
Cel: +501-614-8108

[View this email in your browser](#)

Better In Belize

Property Owners Association

May 12, 2022

ATTACHMENT Annex 13

PUBLIC NOTICE

In 2016, the BIB Property Owners Association Inc. was registered in Belize and assigned by Louis Tremblay, Better in Belize Limited, the rights and responsibilities to manage and enforce the Better in Belize Community Covenants, Conditions, and Restrictions (CCR) that run with the land at our residential community Better in Belize, Cayo District. Since that time, we have done so diligently and remain in good standing in Belize.

BIB Property Owners Association Inc. does not recognize the recent claims by a new Better in Belize Limited director named "Walter William Browning" from Canada, that a new company he just formed, Better in Belize Homeowners Association, has now unilaterally assumed our organization's CCR rights and responsibilities that we have had as our commission since 2016.

Legal action is being prepared by our attorneys to further address these matters with Mr. Browning and others assisting him in any illicit activities as necessary in Supreme Court of Belize.

For further detailed information and a copy of our immediate response in rejection of Mr. Browning's claims please see [2022-01-02 BIB POA Response To Illegitimate Claim By BIB Ltd.](#)

Any further questions may be addressed to: bibhoaboard@gmail.com.

Thank you,

BIB Property Owners Association Inc.



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Attorney-at-Law



7/9 Unity Blvd
City of Belmopan
Belize

+501-614-8108
Ardelle.Sabido@gmail.com

May 11, 2022

ATTACHMENT Annex 14

Dear BIB Property Owner,

In an effort to clarify certain misrepresentations raised by the board of the Homeowners Association I have been retained and working alongside Better in Belize Ltd. and the Legally formed Better in Belize Homeowners Association registered in Belize.

I am a practicing Attorney in Belmopan, Belize specializing in Family, Commercial, and Public Law as well as Public International Law.

I have been asked to answer the following questions:

1. The Legal Authority of the current Board of the Homeowners Association:

The authority of the Board of the Homeowners Association of the Better in Belize Community comes solely from the Better in Belize Company Ltd. You may have noticed that in your sales agreement when you purchased your property, includes a reference to the participation in a Homeowners Association and the payment of HOA fees to Better in Belize Company Ltd. That is because, as the developer the authority and right to do so remains with the Company alone. In 2016 the then developer authorized that a Board should be established and authorized to levy the fees and enforce the By Laws in the Covenants that came along with the properties purchased. This, however, does not mean that the entity registered as the Better in Belize Homeowners Association in Florida, USA and registered as an overseas Company in Belize is legally authorized to operate as THE homeowner's association of the Better in Belize Community.

In other words: the current Board of the Homeowners Association is not a legal entity in Belize. It is not a registered Homeowners Association tied to the Better in Belize Community. The Board seems to be registered in the state of Florida in the United States, this is not valid or enforceable in the country of Belize. It has also registered as a Foreign Company operating in Belize. This means they are allowed to offer services as a management company and you, as a homeowner, are allowed to accept or reject that offer as you see fit.

2. What does this mean for the enforcement of fee collection and By Laws and/or Covenants:

This means that legally, they have no authority beyond what BIB Ltd had asked them to do in 2016. The new owners, represented by Walter Browning, has now rescinded this authority based on the violations of that authority. As such they are **currently without any legal basis for their actions and conduct.**

In the Deed of Conveyance that you signed when you purchased the property there was included Covenants which are registered at the Lands Department of the Ministry of Natural Resources. You have therefore accepted contractual obligations to adhere to those regulations. The document specifically says, however, that an Environmental Advisory Board, appointed by the BIB Company, is responsible for enforcement. This means that the BIB Company Ltd is the one who is responsible for giving authority to an EAB or Board that acts as a Homeowners Association.

3. Is the Board able to penalize me or register a lien on my property for non-payment of HOA fees?

NO. The only entities that are recognized as legally being able to enforce a lien or register any changes to the Charge Sheet of your property at the Lands Department, Ministry of Natural Resources of Belize are **the owners of the property or those entity/persons you may have mortgaged the property to.** If your property was acquired on a hire-purchase basis, then that means either you or BIB Company Ltd. **The HOA Board DOES NOT HAVE THE AUTHORITY TO REGISTER A LIEN ON YOUR PROPERTY SINCE UNDER BELIZE LAW NO ONE BUT THE OWNERS OF THE PROPERTY CAN DO THIS.**

4. Are the rules and regulations being enforced in the correct way?

No. The By Laws and Covenants are listed in your sales agreement and are very clear about the regulations. Any additional rules, regulations, policies or decision can only be made by a collective decision of the community exercising your right to a vote. Under the By Laws of the Community each property member is entitled to one vote per property held in the BIB Community.

If there are any additional questions or concerns, or for further clarity please feel free to email me at:

Ardelle.Sabido@gmail.com

Sincerely,

Ardelle L. Sabido

Attorney-at-Law

THE LAW OFFICE OF ARDELLE SABIDO

7/9 Unity Blvd.

City of Belmopan

May 5, 2022



Kathy Miller
President
BIB POA Board
Better in Belize Eco-Community

ATTACHMENT Annex 5

Dear Madame,

I write on behalf of my clients the Better in Belize Company Ltd. and the Better in Belize Homeowners Association, chaired by Mr. Walter Browning; to inform you that you must **CEASE AND DESIST** from your purported function as a Homeowners Association of the Better in Belize Community at 10.5 Miles Mollejon Road, Cayo District, Belize.

The authority, granted by Mr. Looey Tremblay via an unsigned, undated and unregistered document was rescinded by the new owners of the BIB Company Ltd, Mr. Walter Browning on the 30th of December 2021.

This means that you must immediately cease from carrying out the following actions which include but are not limited to:

1. Collecting homeowner association fees, fines or any monies to that effect;
2. Hold meetings as the Board of the HOA or any communication in that capacity with the Better in Belize Community members;
3. Threatening, physically or otherwise, any member of the Better in Belize Community for non-payment of any fees or the imposition of any liens, covenants or encumbrances on properties;
4. Posting signs, roadblocks or any interference in the Community that would be related to the actions of an HOA Board and/or a Management Company.

I warn you that these actions are not only ultra vires and thus beyond the scope of any authority you may have been granted, but also

7/9 Unity Blvd
City of Belmopan
Belize

+501-614-8108
Ardelle.Sabido@gmail.com

constitute criminal activity that may amount to imprisonment in Belize and your home country.

There will be no further notice or correspondence. Our next step is facilitation of criminal charges being brought on you and those who participate in this illegal Board.

Sincerely,

Ardelle Lisette Sabido

Attorney-at-Law

CC: Mr. Chester Williams, Commissioner of Police

ATTACHMENT Annex 1b

ELRINGTON & COMPANY
ATTORNEYS AT LAW & NOTARIES PUBLIC

October 12, 2022

Kathy Miller
President
BIB POA Board
Better in Belize Eco-Community

Cc: Beth Weary
Belize City, Belize

Cc: Bryan Weary
Belize City, Belize

Cc: Cyndi Lauricella
Belize City, Belize

Cc: Marica SickelSmith
Belize City, Belize

Cc: Melissa Freedman
Belize City, Belize

Cc: Paul Prescott
Belize City, Belize

Cc: Donna Prescott
Belize City, Belize

RE: Better in Belize Homeowners Association- Cease and desist letter

We act for and on behalf of Walter Browning, Director of Better in Belize Homeowners Association in the above captioned matter.

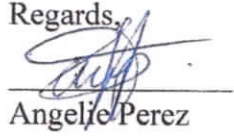
Our client has informed us that on or about 5th day of May 2022, our client sent a cease-and-desist letter for you to cease from functioning as the managing authority for Better in Belize Property Owners Association (BIBPOA). However, it has come to our client's attention that you

have continuously placed yourselves as the managing authority. We therefore send this letter as a last notice and demand that you cease and desist from putting yourselves as the managing authority.

Furthermore, we demand that an internal audit is done accounting for all revenue, expenses, and all accompanying evidence of such be shown to our client. We hereby give you a seven (7) business days' notice for you to respond or we will be forced to take further legal actions against you. If any further action is necessary, you will be forced to pay all legal costs associated with such action.

We thank you in advance for your urgent attention to this matter.

Regards,



Angelie Perez

For Orson J Elrington

Attorney at Law and Notary Public

Elrington and Company

INFORMATION AND COMPLAINT

ATTACHMENT Annex 17

BELIZE: To Wit

CAYO JUDICIAL DISTRICT

The information and complaint of William Grant PC#1080

Taken this 28th day of June A.D. 2022

Before the undersigned, one of her Majesty's Justice of the peace in and for the said Country now said that you **Brian Weary** committed the crime of "COMMON ASSAULT" Contrary to Section 44 of the Criminal Code, Chapter 101 the Substantive Laws of Belize, R.E 2020,

For that you **Brian Weary** on the 21st day of June, 2022 at Better In Belize in Benque Viejo Town, in the Cayo Judicial District intentionally and unlawfully committed a Common Assault upon **Walter Brownin**.

William
William Grant PC#1080

Sworn to the day and year
Above-mentioned

Before

[Signature]
Justice of the Peace.

SUMMARY OF FACTS

Walter Browning 57yrs D.O.B March 6th 1955 Canadian Businessman of Better in Belize located at Mile 10 1/2 Hydro Road, visited the Benque Viejo Police Station on Tuesday, June 28th 2022 at 10:00am and reported that on Tuesday, 21st June 2022 at 10:00am he approached the security room located on the Better in Belize Community compound to try and get a padlock and noticed that Brian Weary and Beth Weary were already in there and tried to prevent him from getting the padlock. Brian and Beth also have property on said Community. Walter reported he then stepped outside the security room and started to walk towards a blue tractor in an attempt to get on it to use it and that's when he felt a push from behind. He looked back and noticed that it was Brian Weary that had ran passed him in the process pushing him in an attempt to get to the tractor before him. Walter Browning mentioned he was along a Security Guard namely Mervin Cocom. Statement recorded from Walter Browning. Statement yet to be recorded from Mr. Cocom. M.U.I by William Grant PC #1080.

Person Wanted: Brian Weary

Arrest: On Tuesday 05th July 2022 at 10:04am Brian Weary Visited the Benque Viejo Police station accompanied with his Attorney. Brian Weary was informed of the report made against him he was detain given a copy of his acknowledgment form which he sign pending charges of Common Assault.

On Tuesday 05th July 2022 at 10:45am William Grant PC # 1080 swore upon information and complaint obtain a warrant in the first instance and formally arrested and charged Brian Douglas Weary 58 Yrs.D.O.B.10th February 1964 American Retiree of 10.5 Miles of Better in Belize Hydro Road Cayo District of Common Assault he was caution where he chose to remain silent.

Name of Investigating Officer: William Grant PC#1080

Name of Station Supervisor: Cpl. Albert Kelly 1484

SUMMONS TO DEFENDANT

BELIZE

ATTACHMENT Annex 18

IN THE CAYO JUDICIAL DISTRICT COURT

Suit No: 23 /2022

To : Bryan Weary and Beth Weary of 10.5 miles Mollejon Road Benque Viejo .

You are hereby SUMMONED to appear in this court at Benque Viejo Court
On Tthursday the 20th Day of September, 2022.

At 9:00 o'clock in the forenoon to answer in an action

Brought against you by **Susanne Jefferson**

a copy of whose claim is hereto annexed, and take notice that in default of your so doing the said **Susanne Jefferson** may proceed to judgment and execution against you.

Dated this 23rd day August, 2022.



Amount Claimed	-\$ 11063.40
Court fee	- 4.00 + 25.00
Total	\$ 11092.40

NOTE: Summons of witness and for the production of documents by them will be issued upon application at the office of the Magistrate, upon payment of the proper fee.

Belize

In The Belize District Court

Suit No. 23/22

Plaintiff's Name ..

Susanne Jefferson

Address

10.5 Mile Hojellon Rd., Benque Viejo, Cayo

Occupation

Retired

Defendant's Name ..

Bryan Weary; Beth Weary

Address

10.5 Mile Hojellon Rd., Benque Viejo, Cayo

Occupation

Roads+ Maintenance; Treasurer (respectively)

Amount Claimed ..

~~\$11063.80~~ (2020) \$ 11063.40 + 25.00 SEPTEMBER 16th 2020

Particulars of the Plaintiff's demand or cause of action

On Sept. 16th 2020 I paid \$11063.40 B2D to the Better in Belize POA for them to provide service to our community. The people responsible for maintaining our buildings and roads have been grossly neglected. I also found out that the POA is not a legal entity and as such has no right to collect moneys from owners. I now want to be reimbursed for the POA fees

[Handwritten Signature]

Dated the

23rd day of August 2022

SECTION 12)
SUMMONS TO DEFENDANT

BELIZE

ATTACHMENT Annex 19

IN THE CAYO JUDICIAL DISTRICT COURT

Suit No: 18/2022

To : **Better in Belize POA (Beth Weary) treasurer** of **101/2 Miles Mollejon Road Benque Viejo Cayo**

You are hereby **SUMMONED** to appear in this court at **Benque Viejo Court**

On Tuesday the 9th Day of August 2022.

At 9:00 o'clock in the forenoon to answer in an action

Brought against you by **Jenny Lodes**

a copy of whose claim is hereto annexed, and take notice that in default of

your so doing the said **Jenny Lodes** may proceed

to judgment and execution against you.

Dated this 19th day July, 2022.



Amount Claimed	-	\$ 4206.00
Court fee	-	4.00 + 50.00
Total		\$ 4260.00

NOTE: Summons of witness and for the production of documents by them will be issued upon application at the office of the Magistrate, upon payment of the proper fee.

Belize

In The Belize District Court

Suit No. 18/22

Plaintiff's Name ..	Jenny Lodes
Address	10.5 Mile Mollejon Rd, Benque Viejo, Cayo
Occupation	Retired
Defendant's Name ..	Better in Belize Property Owners Assoc.
Address	(Beth Weary Treasurer) 10.5 Mile Mollejon Rd Benque Viejo Cayo
Occupation	
Amount Claimed ..	BZD 2,236 + BZD 1,970
Particulars of the Plaintiff's demand or cause of action	On July 26 th 2020 I paid \$2,236.00 to the Better in Belize Property Owners Assoc. for the POA to provide service to our community. On Jan. 28 th 2021 I paid \$1,970.00 more. I found out that the POA is not operating legally. I now want my money reimbursed.

Jenny Lodes

Dated the 19 day of July 20 22