

General Registry  
**FILED**

**IN THE HIGH COURT OF BELIZE, A.D. 2022**

**Claim No. 656 of 2022**

**(BIB PROPERTY OWNERS INC.**

**CLAIMANT**

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(

**(AND**

(  
(

**(BETTER IN BELIZE LTD.**

**1<sup>st</sup> DEFENDANT**

**(BETTER IN BELIZE HOMEOWNERS ASSOCIATION LTD.**

**2<sup>nd</sup> DEFENDANT**

**CLAIMANT’S REPLY**

1. The Claimant acknowledges the Defendants Defence and admission to paragraphs 1, 2, 3 and 4 of the Statement of Claim.
2. The Claimant replies to the Defendant’s partial admission of paragraph 5 and denial of paragraph 6 and reiterates that the Covenants, Conditions and Restrictions (“CCR”) apply to the entire Better In Belize community, including but not limited to community common areas, community roads, drainage, fire breaks and community lots that have been sold and not yet sold by the 1<sup>st</sup> Defendant, and that the actions, inactions and communications between the Claimant and the 1<sup>st</sup> Defendant corroborate same – up until the point in time when 1<sup>st</sup> Defendant decided to scheme to eliminate and replace the Claimant and breach the A&R Agreement it had entered into with Claimant. The Claimant directs attention to the totality of communications between the Claimant and the 1<sup>st</sup> Defendant and the entirety of Annex 1 (CCR), the written text of the CCR itself, that plainly states and has been interpreted by both the Claimant and the 1<sup>st</sup> Defendant thusly. This includes but is not limited to page 1 that states as introduction to the CCR that the

*“Covenants Run with the Land”* and that

*“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 ...”,* and that

*“Covenants May Not Be Waived”,* and likewise that

*“Enforcement. These Covenants are for the benefit of the Purchasers jointly and severally and ‘Better In Belize Ltd. ... ” (aka the 1<sup>st</sup> Defendant), who is a parcel owner of both purchased and unpurchased land.*

*The Claimant further directs attention to CCR section “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.”*

Claimant further notes as stated within the CCR at Section “1.1 Purpose” above is for the purpose of “*the highest standard of self-sustainability that be reached for the environment*” meaning the ecology (flora and fauna) of what is now the community and that this area of land in Belize was previously regulated as undevelopable until the 1<sup>st</sup> Defendant convinced the Ministry of Natural Resources and the Environment, despite documented objections from said Ministry at the time of the 1<sup>st</sup> Defendants application for purchase and subdivision of the land, and such shall be provided as evidence. The CCR further states its applicability to all “*parcel owners*”, which includes the 1<sup>st</sup> Defendant developer and furthermore to all of the Better In Belize community, including common areas, roads, green spaces and public easements per various references therein the CCR, and not just to “*buyers of lots*” whom have purchased from the 1<sup>st</sup> Defendant. Where the CCR applies to common areas said common areas also have buildings constructed on them. These buildings were constructed by both (a) the 1<sup>st</sup> Defendant when the 1<sup>st</sup> Defendant operated the HOA/EAB, which buildings the Claimant expressly purchased from the 1<sup>st</sup> Defendant as part of the A&R Agreement that includes Annex 2. These common area buildings were also constructed by (b) the Claimant after the 1<sup>st</sup> Defendant entered into the A&R Agreement with the Claimant because the Claimant was from that point forward the permanent BIB community homeowner association further giving the Claimant equity interest therein.

In keeping with the above, the CCR states at Section “3. EAB LEGAL AUTHORITY All owners (not just buyers of lots from the developer) 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 .... Once construction is

*underway, BIB (1<sup>st</sup> Defendant) shall have the power to halt the construction process on site that is in violation and to levy fines and enforce development guidelines, bylaws and rules.”*

Thusly, both the Claimant and the 1<sup>st</sup> Defendant (and 2<sup>nd</sup> Defendant an illegal non-entity), must comply with the CCR in all things at all locations at the BIB Community and everyone and everything, including the people, flora and fauna at the community location benefit from it. For the 1<sup>st</sup> Defendant to allege for solely financial reasons in attempt to avoid payment of their recognized debt to the Claimant that the CCR applies to everyone except the 1<sup>st</sup> Defendant is outrageous, and the contrary is well documented via party communications, per the 1<sup>st</sup> Defendants own words and actions with Claimant prior to the 1<sup>st</sup> Defendant devising the scheme to create the 2<sup>nd</sup> Defendant and eliminate the Claimant.

In summary, as result of the A&R Agreement, that includes Annex 2, since 2016 the Claimant (BIB Property Owners Association, Inc.) has permanently replaced the 1<sup>st</sup> Defendant (Better In Belize Ltd.) as referenced and throughout the text of the CCR (Annex 1) which including payment of maintenance fees applies to the entire deregulated ecologically sensitive community for the benefit of all including 1<sup>st</sup> Defendant.

3. The Claimant replies to the Defendants admission to paragraph 7 of the Statement of Claim and adds that it is routine, expected and necessary in the property development industry for ANY developer of any subdivided land to initially serve as both developer and homeowner association at the outset of ANY subdivision project for a limited period of time, and then that at some point the developer relinquishes the homeowner association tasks (rights and responsibilities) to the homeowners themselves either at some pre-determined point in time (i.e.: when a certain quantity of lots are sold) or upon the decision making of the developer and the homeowners, as was and is the case with Claimant per the A&R Agreement.
4. The Claimant notes the Defendants denial of paragraph 8 of the Statement of Claim and questions what part the Defendants deny in order to reply. Claimant shall provide evidence of documents and email communications including from 2015 – 2017 between Claimant and the 1<sup>st</sup> Defendant as proof, all of which predates the existence of, and the very notion of the 1<sup>st</sup> Defendant creating the 2<sup>nd</sup> Defendant. The Defendants are attempting to deny and rewrite history in attempt to deceive the court.

The Claimant also provides proof of their Certificate of Incorporation in Florida, their Registration to do business in Belize and Good Standing Registration with the Financial Intelligence Unit. Annexed 20, 21 and 22.

5. The Claimant notes the Defendants denial of paragraph 9 of the Statement of Claim, however the 1<sup>st</sup> Defendant's Defence is in fact (a) a partial admission of paragraph 9

regarding the existence of the written Authorities and Responsibilities Agreement or “A&R Agreement” between the Claimant and the 1<sup>st</sup> Defendant as provided as Annex 2, and (b) a partial denial of paragraph 9 regarding the intentions, totality of agreement and “*meeting of the minds*” between the Claimant and the 1<sup>st</sup> Defendant as pertains to the A&R Agreement and that such included the Claimant’s purchase for valuable consideration and/or otherwise acquisition from the 1<sup>st</sup> Defendant of any and all homeowner association (HOA) assets at the time, including title to community common areas with value unknown, the physical buildings constructed upon said common areas and ALL other homeowner association personal property / chattels associated with Claimants permanent assumption of all rights and duties/responsibilities associated with the management of the HOA/EAB at the Better In Belize community.

The above referenced intentions, totality of agreement and meeting of the minds between the Claimant and the 1<sup>st</sup> Defendant, and the fact that the CCR does apply to the 1<sup>st</sup> Defendant, is further borne out as referenced in the Statement of Claim including but not limited to paragraphs 13, 14, 15, 16, 17, 18, 21, 22, 25, 26 and 27 of same, including Annexes 3, 4 and 5 and other Annexes provided therein, as well as further communications between the Claimant and the 1<sup>st</sup> Defendant at the time (2015-2017) and both thereafter, prior to the 1<sup>st</sup> Defendants recent scheme to breach the A&R Agreement made with the Claimant and create the 2<sup>nd</sup> Defendant.

6. The Claimant notes the Defendants denial of paragraph 10 of the Statement of Claim and provides proof of Claimants board members being comprised of Better In Belize community lot owners elected annually by other community lot owners that are eligible to and choose to vote, for 3 year overlapping terms to be the HOA/EAB at Better In Belize. This includes as provided for example at Annex 23 hereto for elections held since the time of the A&R Agreement, said document provided as Annex 2 to the Statement of Claim and already admitted to by the Defendants Defence to paragraph 9 of the Statement of Claim and wherein the 1<sup>st</sup> Defendant’s Director Mr. Looey Tremblay expressly confirmed the Claimants initial board being elected in 2016 in the agreement he signed, sealed and delivered to Claimant.
7. The Claimant notes the Defendants limited denial of paragraph 11 of the Statement of Claim as stated in Defendants Defence; “*Defendant denies paragraph in so far as Claimant purports that the (Claimant) permanently replaced the defendant as HOA/EAB...*” And Claimant again points to the written portion of the 2016-2017 A&R Agreement that the Defendant has already admitted to in response to paragraph 9 of the Statement of Claim and the claimant quotes the words of the Defendant’s Defence to same as follows: “*The written Agreement constituted the entire Agreement between the parties...*” Accordingly, the only question that remains is regarding the portions of the A&R Agreement, which the Claimant has already set forth by way of Annexes 3, 4, 5 and 6 to the Statement of Claim

regarding the entirety of said agreement between the parties and shall further prove by way of additional related communications between the Claimant and the 1<sup>st</sup> Defendant. The permanency of the agreement and arrangements made between the Claimant and 1<sup>st</sup> Defendant is born out and corroborated by same quite thoroughly, particularly by the Claimants outright purchase of all of the 1<sup>st</sup> Defendants HOA assets, all buildings on all common areas and the one and only uniquely essential BIB community communications tower and nothing done or alleged years later by the new owner/board member of the 1<sup>st</sup> Defendant, nor the 2<sup>nd</sup> Defendant who is likewise the new owner/board member of the 2<sup>nd</sup> Defendant can rescind the totality of the Claimant and 1<sup>st</sup> Defendants A&R Agreement nor alter the documented history of agreement and related communications between the Claimant and 1<sup>st</sup> Defendant that comprises the subject matter before the court.

The Claimant further points out that should any pre-existing, recent or future homeowners, including Mr. Walter Browning who is the very new and dubious Director / controlling board member of both defendants seek a change in HOA/EAB leadership at the Better In Belize community, including any attempted disbanding of the Claimant and it's replacement with the 2<sup>nd</sup> Defendant, then that must be done by way of the annual election process in place since the origin of the Claimant and the A&R Agreement and not by way of the belligerent, physically violent, threatening and otherwise "*hostile takeover tactics*" that Mr. Browning in the name of the Defendants has engaged in to date.

8. The Claimant notes the Defendants putting the Claimant to proof regarding paragraph 12 of the Statement of Claim and represents to the court and shall further provide by way of evidence that but for recent months in the 2022 time period, when the Claimant was subjected to the hostile takeover tactics of the Defendants forced into a mode of partially confidential operations "*in anticipation of litigation*" and delayed posting same, the Claimant's finances and accounting have been transparent and posted publicly since 2020 on the Claimant's website bibhoa.com which is shortly after the website's creation for all the world to see and that none of the Claimants board members or other volunteers are paid for their work. Prior to 2020 on information and belief this information was shared with community members by email. **Annexed 24**.
9. The Claimant notes the Defendants admission to paragraph 13 of the Statement of Claim regarding the signing, sealing and delivery of the A&R Agreement document between the Claimant and the 1<sup>st</sup> Defendant.
10. The Claimant notes the Defendants denial of paragraphs 14 and 15 of the Statement of Claim and refers back to paragraph 7 of this Reply plus other emails and documents exchanged between the parties that shall be provided, as well as Claimant Minutes of Board Meetings dated August 18, 2016, and September 19 2016 that are also posted publicly on the Claimants website bibhoa.com respectively. **Annexed 25**

11. The Claimant notes the Defendants denial of paragraph 16 of the Statement of Claim and refers to Annexes 2 and 3, and Annexes 4 and 5 of the Statement of Claim and the express language of same, whereby the 1<sup>st</sup> Defendant agreed to and did per the language of said documents “*transfer ownership*”, “*transfer full ownership*” and thereby “*grants, sells and transfers full ownership*” to Claimant and acknowledged payment from Claimant for same, such that Claimant permanently purchased ALL 1<sup>st</sup> Defendant HOA/EAB assets and community infrastructure at the time, including but not limited to the one and only physical Better In Belize community “Communications Tower”, plus the HOA earth moving tractor used to maintain the Better In Belize roads and community spaces, the HOA pick-up truck, radio systems, security camera systems, solar equipment and more. All of this was part and parcel of Claimant becoming the permanent HOA/EAB per the A&R Agreement, and not as alleged by the Defendants just for the “*right of management, use and enjoyment of property of the Home Owner Association and specific property which was transferred namely some tools and other equipment*”, as the Defendants have brazenly and wrongfully stated in paragraph 12 of the Defence.
12. The Claimant notes the Defendants putting the Claimant to proof regarding paragraphs 17, 18, 19 and 20 of the Statement of Claim and points to Annexes 4, 5, 6 and 7 to the Statement of Claim and shall further prove and corroborate with evidence of written communications between the Claimant and 1<sup>st</sup> Defendant and testimony evidence before the court.
13. The Claimant notes the Defendants denial of paragraph 21, 22, 23 and 24 of the Statement of Claim. Regarding paragraphs 21 and 24 Claimant refers to Annex 3 and shall provide testimony evidence of same and further provides Annex 26. Regarding paragraphs 22, 23 and 24 Claimant points to Annex 8 as evidence of same and shall further provide copy of a subsequent email dated January 12, 2021 from Mr. Tremblay as owner of the adjacent Property Belize Mountain Resort Ltd., two (2) reports assessing road locations dated February 8 2021 and August 4 2021, other documents and testimony evidence of same.
14. The Claimant notes that the Defendants “*agree*” and thereby lodge their admission to paragraphs 25 and 26 of the Statement of Claim in that the Claimants had the authority to manage the Better In Belize Community from the date of the written portion of the A&R Agreement - Sept 1<sup>st</sup> or 2<sup>nd</sup> 2016 onwards and Claimant adds that they did so utilizing the HOA assets purchased from the 1<sup>st</sup> Defendant. The Claimant resists the unfounded notion that the Defendants could somehow then lawfully terminate the A&R Agreement on January 30<sup>th</sup>, 2020 for all the reasons and causes of action as set forth in the Claim Form, Statement of Claim and this Reply, including but not limited to that by alleging to do such the Defendants are in breach of the A&R Agreement, estopped from doing so and further acting in bad faith for dishonest reasons as plead, and have damaged the Claimant.

15. The Claimant notes the Defendants denial of paragraph 27 of the Statement of Claim and shall provide documented arrangements for 1<sup>st</sup> Defendant to satisfy maintenance fee debt and testimony as evidence of same, including Annex 27, 1<sup>st</sup> Defendant's August 10 2020 email to Claimant stating "*We are not in a position to pay our fees with money at this point in time*" and offered Claimant in lieu of paying maintenance fees, unsold lots in trade and Claimant rejected that offer.
16. The Claimant notes the Defendant neither accepts nor denies paragraph 28 of the Statement of Claim and presumes the Defendant intends to put the Claimant to proof and accordingly the Claimant shall provide the 1<sup>st</sup> Defendants September 16 2020 email to Claimant referenced in paragraph 28 of the Statement of Claim. Prior to writing said letter in attempt to avoid paying their debt to the Claimant, the 1<sup>st</sup> Defendant fully acknowledged that 1<sup>st</sup> Defendant was responsible for payment of maintenance fees as evidenced by Annex 27 and other documents to be provided. Claimant requires the 1<sup>st</sup> Defendant's payment of their fees for Claimant to meet their responsibility of community maintenance per the CCR and A&R Agreement, including the obstacles and deficiencies 1<sup>st</sup> Defendant negligently gave birth to when developing this rugged, isolated and ecologically sensitive, deregulated area of Belize into a residential community. Claimant studies of community land as developed by 1<sup>st</sup> Defendant and documents from Ministry of Natura Resources and Environment at time of 1<sup>st</sup> Defendant's subdivision shall be provided.

Applicability of the community CCR to all is further borne out by other communications and conduct of the Claimant and 1<sup>st</sup> Defendant and the text of the CCR provided as Annex 1 of the Statement of Claim and per this Reply as referenced therein and herein.

17. Claimant notes the 1<sup>st</sup> Defendant denies paragraph 29 of the Statement of Claim and shall provide as proof of same written and testimony evidence between the Claimant and 1<sup>st</sup> Defendant, including but not limited to Annex 27 provided at paragraph 15 of this Reply and Annex 28, an email thread dated September 10, 2020, wherein the 1<sup>st</sup> Defendant asks Claimant how much maintenance fee money 1<sup>st</sup> Defendant owes Claimant. Instead of paying Claimant, 1<sup>st</sup> Defendant decided to breach the A&R Agreement with Claimant.
18. The Claimant notes the Defendant putting the Claimant to proof regarding paragraph 30 of the Statement of Claim and notes that in addition to the information provided via the Claim Form, Statement of Claim and this Reply, when only a few pay their bills for the benefit of all such is inherently proven and indisputable. The Claimant provides Annex 29 posted on the Claimants website bibhoa.com on March 9, 2022, and shall further provide additional document and testimony evidence.
19. Claimant notes the Defendant denies paragraphs 31 and 32 of the Statement of Claim and notes that testimony, written agreements, and related email communications between Mr.

Loeey Tremblay as the former Director of the 1<sup>st</sup> Defendant recruiting Mr. Walter Browning, the very new Director of the 1<sup>st</sup> and 2<sup>nd</sup> Defendants precisely at the pertinent time period exist and shall be produced as proof of same.

20. Claimant notes the Defendant denies paragraph 33 of the Statement of Claim regarding Mr. Browning's lack authority to rescind the A&R Agreement, however neither Mr. Browning nor anyone else has authority to "*rescind*" the A&R Agreement between Claimant and 1<sup>st</sup> Defendant, as it is a permanent agreement for conveyance of all CCR rights and responsibilities and associated ownership of all Better In Belize Community Homeowner Association physical assets, vehicles, technology, community common areas with structures built thereupon and resolution of all subject matters necessary for same.
21. Claimant notes the Defendants denial of paragraph 34 and 35 of the Statement of Claim and repeats paragraph 20 above, as well as the entire Statement of Claim and this Reply with annexes thereto and further re-asserts that paragraphs 34 and 35 are in fact correct as a matter of both law and equity.
22. Claimant notes that the Defendant admits paragraph 36 of the Statement of Claim and reiterates that Claimant continues to resist and rebuke the Defendants attempts to rescind the A&R Agreement for reasons stated in the Claim Form, Statement of Claim and this Reply including all Annexes provided.
23. Claimant notes the Defendants denial of paragraph 37 of the Statement of Claim and provides a certified copy of 2<sup>nd</sup> Defendants Articles of Association and Memorandum of Association from the Belize Companies and Corporate Affairs Registry as Annex 30. In addition, the entire albeit quite recent and limited history of Mr. Browning's activities and communications in regard to the Better In Belize community and his dubious role with the 1<sup>st</sup> and 2<sup>nd</sup> Defendants from the moment of his arrival in Belize to date screams that Mr. Loeey Tremblay recruited Mr. Browning and put him in his place for the purpose of violating and breaching the 1<sup>st</sup> Defendants A&R Agreement with the Claimant to the Claimants detriment with resulting damages. Additional written documents, letters, and the audio/written content of the Mr. Browning's online community recruitment meetings in the name of the Defendants and further testimony evidence that further prove the Claimants assertion at paragraph 37 shall be provided.
24. Claimant notes Defendants denial of paragraph 38 of Statement of Claim and notes that the Defence here is only a partial denial in that the Defendants don't deny what they did but rather assert that they have the full unilateral authority to do so. Claimant again alleges for all the reasons set forth in the Claim Form, the Statement of Claim and this Reply and related annexes that the Defendants did not and do not have any authority or permission to do what they have done. Claimant shall provide further per paragraph 23 above.



25. Claimant notes Defendants putting Claimant to proof regarding paragraph 39 of Statement of Claim and refers to Annex 13 provided at paragraph 39 of Statement of Claim and Annex 31 herein, the content of Claimant's January 22<sup>nd</sup> and June 3<sup>rd</sup> 2022 emails rebuking Defendants claim to be the new HOA and shall provide added documents and testimony.
26. Claimant notes the Defendants admission of paragraph 40 of the Statement of Claim in regard to sending the Claimant cease and desist letters and Claimant continues to further represent that these attorney letters and also the Defendants letters to the Better In Belize community include the content as alleged in paragraph 40 of the Statement of Claim and included in Annex 14, 15 and 16 of same.
27. Claimant notes Defendants denial of paragraph 41 of the Statement of Claim and shall provide video evidence, photo evidence and testimony evidence regarding same that clearly proves paragraph 41 of the Statement of Claim and Mr. Browning's physically threatening, harassing, taunting, bullying and intimidating tactics employed by him at this isolated jungle community in Belize against the Claimant's board members and other volunteers. Claimant further notes said community member volunteers may objectively be considered elderly retirees who relocated to Belize in their senior years in response to the marketing tactics of 1<sup>st</sup> Defendant's Mr. Tremblay, making them vulnerable to Mr. Browning's cowardly and objectively aggressive acts against them.
28. Claimant notes Defendants denial of paragraph 42 of the Statement of Claim and shall provide video evidence of the encounter that Mr. Browning instigated and then alleged to Benque Viejo Village police that he was criminally harmed even though the video evidence shall clearly indicate he was not.
29. Claimant notes Defendants denial of paragraph 43 of the Statement of Claim and shall provide audio files, videos, photos and testimony evidence regarding these two (2) other lot owners assisting Defendants in support of Defendants scheme.
30. Claimant notes Defendants denial of paragraph 44 of the Statement of Claim and reasserts said paragraph in its entirety and related matters as set forth in the Claim Form, Statement of Claim and this Reply including all Annexes thereto.
31. Claimant notes Defendants denial of paragraphs 45 – 65 and reasserts all of the said paragraphs 45 – 65 again herein.

**CERTIFICATE OF TRUTH**

We, A. Rachel Montejo and Joseph C. Danilczyk, attorneys on behalf of the **Claimant / Counter Defendant, BIB Property Owners Association Inc**, hereby certify-

- (a) the Claimant believes that the facts stated in this **REPLY** are true to the best of our information; and
- (b) this certificate is given on the Claimant's instructions.

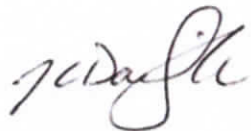
The Claimant corporation president and other members are out of jurisdiction or at a remote location unable to sign the Certificate of Truth and have given consent to sign.

**DATED** the 23rd day of January 2023.



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**Anna Rachel Montejo**



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**Joseph C. Danilczyk**

**ATTORNEYS-AT-LAW FOR THE CLAIMANT**



Department of State

ATTACHMENT Annex 20

### APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country: **United States of America**

This public document

2. has been signed by Cord Byrd

3. acting in the capacity of Secretary of State

4. bears the seal/stamp of Great Seal of the State of Florida

**Certified**

5. at Tallahassee, Florida

6. the Twenty-Eighth day of October, A.D., 2022

7. by Secretary of State, State of Florida

8. No. 2022-164526

9. Seal/Stamp:



10. Signature:

Secretary of State

DSDE 99 (2/12)

The word "VOID" appears when photocopied.

"State of Florida" appears in small letters across the face of this 8 1/2 x 11" document.

# *State of Florida*

## *Department of State*

I certify from the records of this office that BIB PROPERTY OWNERS ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on March 14, 2016, effective March 15, 2016.

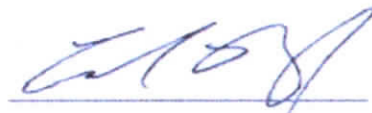
The document number of this corporation is N16000002701.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 18, 2022, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Sixteenth day of September,  
2022*



  
*Secretary of State*

Tracking Number: 0275266047CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

CERTIFICATE NO. 1920



I hereby certify that this document is a true copy of the original.

*Ryan J. Wobbe*  
Ryan J. Wobbe  
Attorney-at-Law

ATTACHMENT Annex 21

**BELIZE COMPANIES AND CORPORATE AFFAIRS REGISTRY  
BELMOPAN, BELIZE**

I, PATRICIA RODRIGUEZ, For Registrar General and Registrar of Companies, DO HEREBY CERTIFY that "BIB PROPERTY OWNERS ASSOCIATION, INC." a company incorporated under the Laws of the State of Florida, U.S.A., was on the 12<sup>th</sup> day of April, 2016 duly registered as an Overseas Company in accordance with the requirements of the Companies Act, Chapter 250 of the Laws of Belize, Revised Edition 2000.

GIVEN under my hand and the seal of the Belize Companies and Corporate Affairs Registry this 12<sup>th</sup> day of April, 2016.



*Patricia Rodriguez*  
PATRICIA RODRIGUEZ  
FOR REGISTRAR GENERAL  
AND REGISTRAR OF COMPANIES



## FINANCIAL INTELLIGENCE UNIT

**Kent D. Clare**  
Director

4998 Coney Drive, Coney Drive Plaza  
P.O. Box 2197  
Belize City, Belize

April 19, 2022

ATTACHMENT Annex 22

Ms. Kathleen Miller  
MLCO  
BIB Property Owners Association, Inc.  
111 North Front Street, Seaside Suit 201, Marine Terminal  
Belize City  
Belize C.A.

Dear Ms. Miller,

**RE: Registration Renewal**

The Financial Intelligence Unit (FIU) acknowledges receipt of your registration renewal as a **Designated Non-Financial Business & Profession (DNFBP)**.

Enclosed is your certificate of registration. To avoid late registration and administrative penalties, kindly pay keen attention to the expiration date of **Apr 09, 2023** on your certificate. Please note also that you are required by law to renew your registration annually so long as you continue operations as a DNFBP. Payment can be made at any of Heritage Bank Limited's branches countrywide.

We would like to thank you for your cooperation. For more information, or should you have any questions, please do not hesitate to contact one of our compliance officers at 223-2729/0596 or via e-mail at [compliance@fiubelize.org](mailto:compliance@fiubelize.org).

Yours sincerely,

A handwritten signature in blue ink that reads 'Nicole Reneau'.

Nicole Reneau ( Mrs. )  
Compliance Officer  
Financial Intelligence Unit

**Enclosure**

Registration #: F0000-2050



CERTIFICATE  
OF  
REGISTRATION

**BIB Property Owners Association, Inc.**

**Non-Profit Organization**

Located at

111 North Front Street, Seaside Suit 201, Marine Terminal, Belize City, Belize C.A.

is hereby registered with the supervisory authority as a Designated Non-Financial Business or Profession in accordance with Regulation 6 of the Money Laundering and Terrorism (Prevention) (Designated Non-Financial Businesses and Professions) Regulations No. 9 of 2014.



Kent D. Clare  
Director

Issued Date: April 10, 2022  
Expiration Date: April 09, 2023



Sr Tapeworm <sr.tapeworm@gmail.com>

## Vote now: BIB Property Owners Association - 2023 Board Of Directors

1 message

**BIB Property Owners Association** <invitations@mail.electionbuddy.com>

Tue, Nov 22, 2022 at 12:01 AM

Reply-To: webmaster@bibhoa.com

To: paul.prescott@pobox.com

# Vote now: BIB Property Owners Association - 2023 Board Of Directors

ATTACHMENT Annex 23

Lot #25

You are invited to vote in the BIB Property Owners Association - 2023 Board Of Directors.

The voting deadline is Nov 30 2022 7:00pm Central Time (US & Canada).

We are using an online election system to tabulate our votes. You have been assigned a unique access key which can only be used to vote once and your voting choices will remain anonymous. Do not forward this email. Do not reply to this email to vote, as your vote will not be registered.

If you have election questions, feedback or want to be removed from future ballot lists, please email BIBHOA Board at [webmaster@bibhoa.com](mailto:webmaster@bibhoa.com).

**To vote, visit:**

[secure.electionbuddy.com/LG3T-M9FC-HBXV-4W2P](https://secure.electionbuddy.com/LG3T-M9FC-HBXV-4W2P)

Or copy and paste the link into your web browser.

You can also visit [secure.electionbuddy.com/ballot](https://secure.electionbuddy.com/ballot) and enter "LG3T-M9FC-HBXV-4W2P"

[Unsubscribe](#) from any further emails about this election.



Powered by [ElectionBuddy Inc.](#)





Sr Tapeworm <sr.tapeworm@gmail.com>

## Vote now: BIB Property Owners Association - 2022 Board Election

1 message

**ElectionBuddy Elections** <invitations@mail.electionbuddy.com>  
Reply-To: webmaster@bibhoa.com  
To: paul.prescott@pobox.com

Sun, Nov 21, 2021 at 4:25 PM

## Vote now: BIB Property Owners Association - 2022 Board Election

25

You are invited to vote in the BIB Property Owners Association - 2022 Board Election.

The voting deadline is Nov 30 2021 7:00pm Central Time (US & Canada).

We are using an online election system to tabulate our votes. You have been assigned a unique access key which can only be used to vote once and your voting choices will remain anonymous. Do not forward this email. Do not reply to this email to vote, as your vote will not be registered.

If you have election questions, feedback or want to be removed from future ballot lists, please email BIBHOA Board at [webmaster@bibhoa.com](mailto:webmaster@bibhoa.com).

**To vote, visit:**

[secure.electionbuddy.com/3Y49-9N2S-32MK-JQZC](https://secure.electionbuddy.com/3Y49-9N2S-32MK-JQZC)

Or copy and paste the link into your web browser.

You can also visit [secure.electionbuddy.com/ballot](https://secure.electionbuddy.com/ballot) and enter "3Y49-9N2S-32MK-JQZC"

[Unsubscribe](#) from any further emails about this election.

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Sr Tapeworm <sr.tapeworm@gmail.com>

## Vote now: BIB Property Owners Association - 2020 BIB POA Board Member Election

Message

**ElectionBuddy Elections** <invitations@mail.electionbuddy.com>  
Reply-To: paul.prescott@pobox.com  
To: Paul.prescott@pobox.com

Thu, Nov 5, 2020 at 3:56 PM

## Vote now: BIB Property Owners Association - 2020 BIB POA Board Member Election

25

You are invited to vote in the BIB Property Owners Association 2020 BIB POA Board Member Election.

The voting deadline is Nov 7 2020 12:00pm Central Time (US & Canada).

We are using an online election system to tabulate our votes. You have been assigned a unique access key which can only be used to vote once, and your voting choices will remain anonymous. Do not forward this email unless you want someone else to vote on your behalf (voter proxy). Do not reply to this email to vote, as your vote will not be registered.

If you have election questions, feedback or want to be removed from future ballot lists, please email Paul Prescott at [paul.prescott@pobox.com](mailto:paul.prescott@pobox.com).

### To vote, visit:

[secure.electionbuddy.com/EJFR-QLLC-7SYJ-GVJ9](https://secure.electionbuddy.com/EJFR-QLLC-7SYJ-GVJ9)

Or copy and paste the link into your web browser.

You can also visit [secure.electionbuddy.com/ballot](https://secure.electionbuddy.com/ballot) and enter "EJFR-QLLC-7SYJ-GVJ9" to vote.

[Unsubscribe](#) from any further emails about this election.



This solicited, automated email was sent by [electionbuddy.com](https://electionbuddy.com) - the easiest way to election excellence.



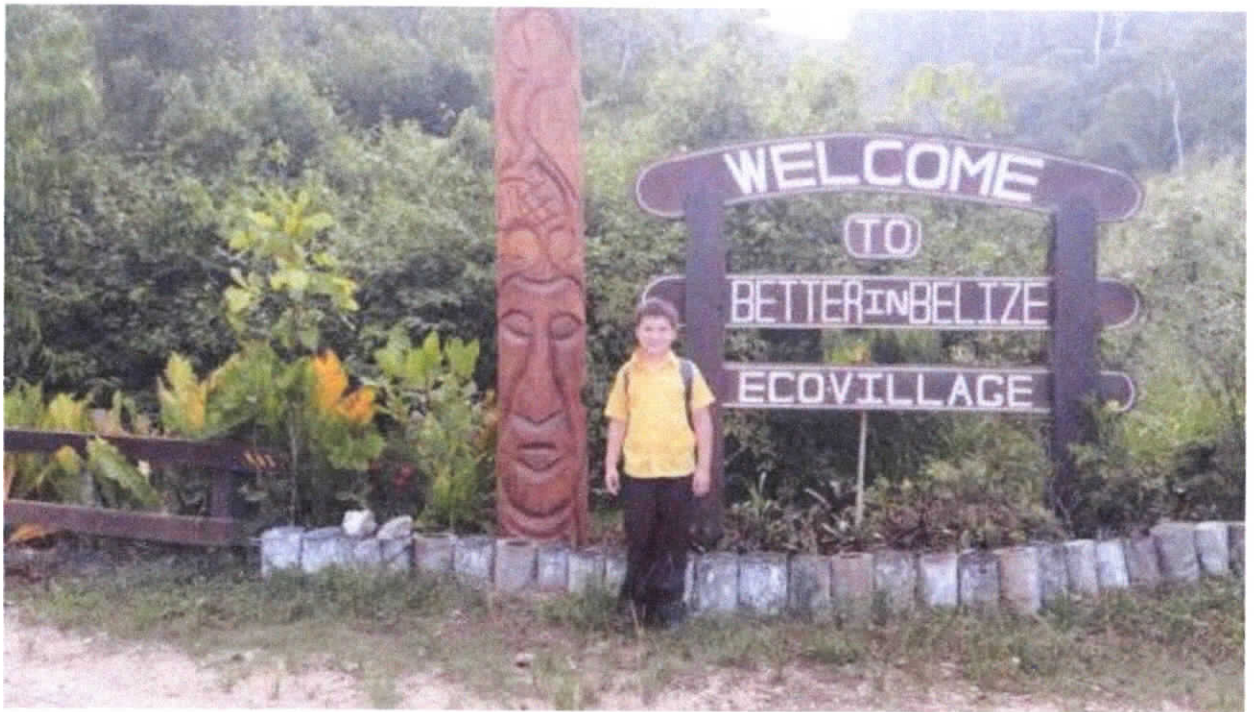
Sr Tapeworm <sr.tapeworm@gmail.com>

## Your Invitation to Vote in the Election: BIB Property Owners Association 2020 Board Election

message

**BIB Property Owners Association, Inc** <noreply@electionrunner.com>  
Reply-To: bibhoaboard@gmail.com  
To: Dawna Bemis <paul.prescott@pobox.com>

Sun, Dec 1, 2019 at 6:35 AM



Hello Dawna Bemis:

As the owner of record, or proxy holder for property at Better In Belize Ecovillage, please vote for the 2020 BIB Property Owners Association Board of Directors. This email will serve as your token for the election, with one vote per property owned, according to the covenants.

This election closes at 11:45pm EST on Sunday, December 8th.

Please contact us via TownSquare if you have any questions about the election!

Login Information:	
<b>Voter ID:</b>	QGQ46QL
<b>Voter Key:</b>	KI3KHB6

[Click Here to Vote](#)

(Clicking the above link will automatically log you in to vote)



Home > Election Runner



Sr Tapeworm <sr.tapeworm@gmail.com>

## Your Invitation to Vote in the Election: BIB Property Owners Association 2019 Board Election

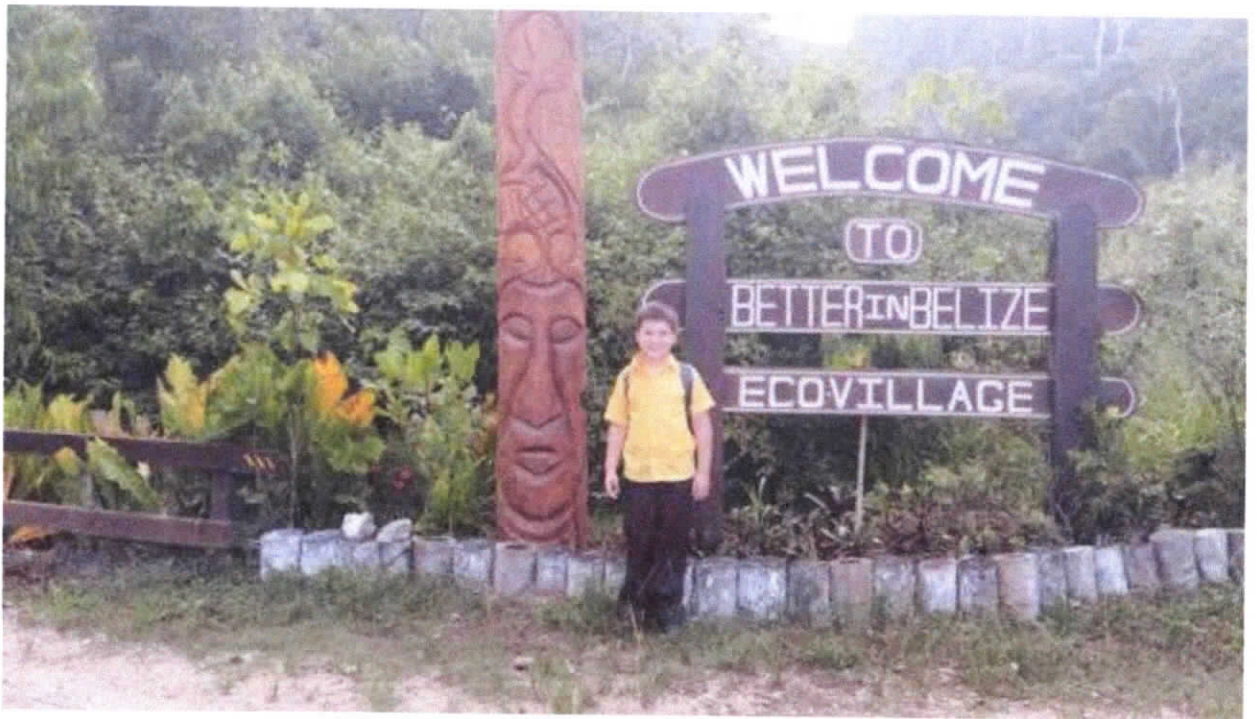
1 message

**BIB Property Owners Association, Inc** <noreply@electionrunner.com>

Sat, Dec 1, 2018 at 6:39 AM

Reply-To: bibhoaboard@gmail.com

To: Dawna Bemis <paul.prescott@pobox.com>



Hello Dawna Bemis:

As the owner of record, or proxy holder for property at Better In Belize Ecovillage, please vote for the 2019 BIB Property Owners Association Board of Directors. This email will serve as your token for the election, with one vote per property owned, according to the covenants.

This election closes at 11:45pm EST on Saturday, December 8th.

Please contact us at [bibhoaboard@gmail.com](mailto:bibhoaboard@gmail.com) if you have any questions about the election!

**CF20220656**

**Page 189 of 255**

Login Information:

**Voter ID:** SFZPS7Y

**Voter Key:** V5QJ2K8

[Click Here to Vote](#)

(Clicking the above link will automatically log you in to vote)



Election Runner

**CF20220656**

**Page 189 of 255**

**2023-01-23**



Election Runner  
1301 E. Debbie Ln, Suite 102 #208  
Mansfield, Texas 76063  
United States

# INVOICE

Invoice # **11941**  
Invoice Date **Jan 15, 2017**  
Invoice Amount **\$15.00 (USD)**  
Customer ID **HtZEwKLQ4SNz9hIAj**  
PO # **0**

**PAID**

**BILLED TO**

BIB Property Owners Association, Inc  
BIB Property Owners Association, Inc

DESCRIPTION	UNITS	UNIT PRICE	AMOUNT (USD)
Election: BIB Property Owners Association 2017 Board Election with 71 voters	1	\$15.00	\$15.00
<b>Total</b>			<b>\$15.00</b>
Payments			(\$15.00)
<b>Amount Due (USD)</b>			<b>\$0.00</b>

**PAYMENTS**

**\$15.00** was paid on 15 Jan, 2017 21:50 UTC by Visa card ending 3238.

ATTACHMENT Annex 24

**2022 Financial Summary Report**

<b>Bank Accounts &amp; Income</b>			
<b>ALL VALUES IN US\$</b>			
<b>Bank Accounts As Of 2022-01-01</b>	<b>Bank Accounts As Of 2022-12-31</b>		
Bank Of Montreal Operations	Bank Of Montreal Operations	\$ 12,147.16	\$ 753.76
Bank Of Montreal Reserve	Bank Of Montreal Reserve	\$ 30,038.52	\$ -
BMO Harris- USA	BMO Harris- USA	\$ 33,201.77	\$ 31,962.63
PayPal	PayPal	\$ 6,514.43	\$ 12.83
Atlantic Bank	Atlantic Bank	\$ 1,033.86	\$ -
<b>Total Accounts 2021 Start:</b>	<b>Total Accounts 2021 End:</b>	<b>\$ 82,935.74</b>	<b>\$ 32,729.22</b>
<b>Past Due Balances As Of 2022-12-31</b>	<b>Income 2022</b>		
POA Fees	Interest	\$ 398,887.80	\$ 5.90
Interest	POA Fees	\$ 104,018.37	\$ 41,783.29
Fines	<b>Total Income:</b>	\$ 16,900.00	\$ <b>41,789.19</b>
<b>Total:</b>		<b>\$ 519,806.17</b>	
	<b>Expenses 2022 (see next sheet)</b>		
	<b>Total Expenses:</b>		<b>\$ 91,995.71</b>
	<b>Difference (Income-Expenses)</b>		<b>\$ (50,206.52)</b>

Available at:  
<https://bibhoa.com/wp-content/uploads/2023/01/2022-Financial-Summary-Report.pdf>



**Operating Expenses**

ALL VALUES IN US\$

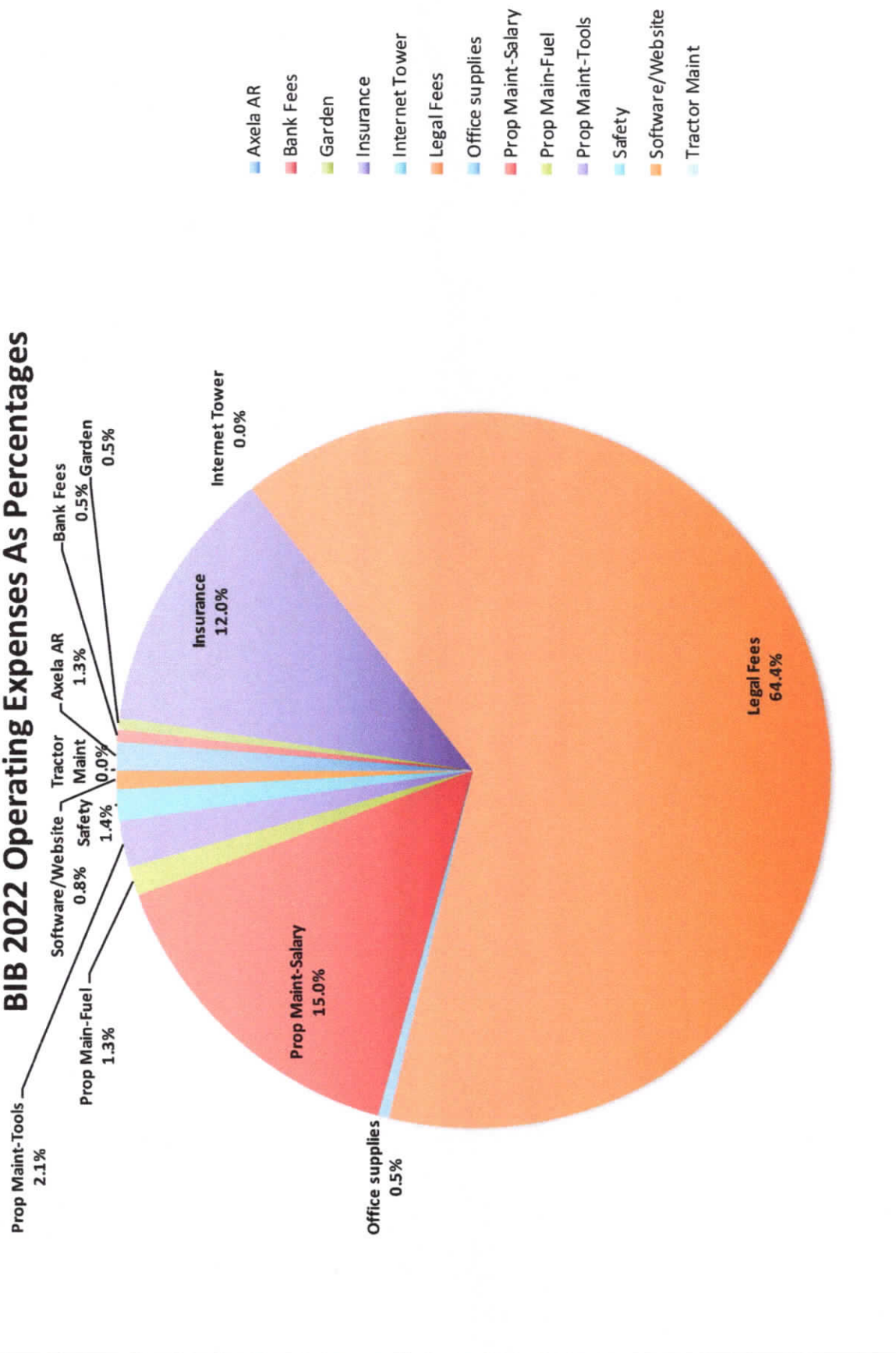
Category	Amount	% Total	2022 Budget	2021 Budget
Dec 2021 Maint Worker Salary (1)	\$ 512.12	n/a	n/a	\$ 512.12
Dec 2021 Maint Worker Christmas Bonus (1)	\$ 100.00	n/a	n/a	\$ 100.00
<b>Total 2021 Budget Items</b>	<b>\$ 612.12</b>	n/a	n/a	<b>\$ 612.12</b>
Bank fees & service charges	\$ 501.59	0.5%	\$ 1,000.00	
Office supplies	\$ 460.74	0.5%	\$ 300.00	
Software:QuickBooks	\$ 550.00	0.6%	\$ 570.00	
Software:Website	\$ 29.00	0.0%	\$ 50.00	
Software:Zoom	\$ 197.36	0.2%	\$ 240.00	
Axela Accounts Receivable Service	\$ 1,161.00	1.3%	\$ 1,152.00	
Legal Fees	\$ 42,246.33	46.2%	\$ 55,000.00	
Deed Searches	\$ 16,650.00	18.2%	\$ 15,000.00	
Board Member Liability insurance	\$ 10,602.50	11.6%	\$ 10,320.00	
Garden Share Shed Solar Insurance	\$ 156.24	0.2%	\$ 180.00	
Garden Supplies	\$ 477.43	0.5%	\$ 3,000.00	
Internet Tower	\$ -	0.0%	\$ 700.00	
Maint Worker - Belize Soc. Sec.	\$ 1,340.52	1.5%	\$ 1,440.00	
Maint Worker Liability Insurance (2)	\$ -	0.0%	\$ 250.00	
Maint Worker Salary	\$ 12,365.85	13.5%	\$ 14,040.00	
Maint Workers - Christmas Bonus (3)	\$ -	0.0%	\$ 100.00	
Property Maint - Fuel	\$ 1,196.39	1.3%	\$ 1,500.00	
Property Maint - Tools	\$ 1,918.04	2.1%	\$ 3,200.00	
Safety	\$ 1,305.53	1.4%	\$ 2,200.00	
Tractor Insurance	\$ 225.07	0.2%	\$ 250.00	
Tractor Repair & Maint	\$ -	0.0%	\$ 2,500.00	
<b>Total 2022 Budget Items</b>	<b>\$ 91,383.59</b>	<b>100.0%</b>	<b>\$ 112,992.00</b>	
<b>Total 2022 Expenses</b>	<b>\$ 91,995.71</b>			

**Notes:**

- 1) These items were budgeted in 2021, but paid out in 2022.
- 2) The 2022 Employee Liability Insurance was paid at the very end of December, 2021. The 2023 Employee Liability Insurance was paid in January, 2023.
- 3) The 2022 Christmas Bonus payment cleared in January, 2023.

2022 Financial Summary Report

BIB 2022 Operating Expenses As Percentages



# 2022 Financial Summary Report

Account	Budget	Budget %	2022														
			Jan 2022	Feb 2022	Mar 2022	Apr 2022	May 2022	Jun 2022	Jul 2022	Aug 2022	Sep 2022	Oct 2022	Nov 2022	Dec 2022			
Agency/Office Expenses-Services & services charges	1,000.00	0%	15.00	31.00	28.00	28.00	28.00	102.44	51.00	28.00	28.00	28.00	28.00	28.00	28.00	28.00	28.00
Agency/Office Expenses-Office supplies	300.00	15%	24.21	24.21	14.87	13.64	14.24	43.66	43.66	97.70	89.37	89.37	89.37	89.37	89.37	89.37	89.37
Agency/Office Expenses-Software/Books	578.00	28%	50.00	50.00	75.00	75.00	50.00	50.00	50.00	55.00	55.00	55.00	55.00	55.00	55.00	55.00	55.00
Agency/Office Expenses-Software/Books	90.00	4%	18.22	17.85	18.58	18.42	17.48	18.20	17.90	17.90	17.90	17.90	17.90	17.90	17.90	17.90	17.90
Contract & Professional Fees-Board Search	1,132.00	57%	402.41	747.84	211.33	83.00	73.80	20,000.00	5,300.00	5,300.00	5,300.00	5,300.00	5,300.00	5,300.00	5,300.00	5,300.00	5,300.00
Contract & Professional Fees-Board Search	2,000.00	101%	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
Contract & Professional Fees-Board Search	15,000.00	11%	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
Insurance-Liability Insurance	10,320.00	103%	10,320.00	10,320.00	10,320.00	10,320.00	10,320.00	10,320.00	10,320.00	10,320.00	10,320.00	10,320.00	10,320.00	10,320.00	10,320.00	10,320.00	10,320.00
Property Maintenance-Share Sold Insurance	180.00	9%	180.00	180.00	180.00	180.00	180.00	180.00	180.00	180.00	180.00	180.00	180.00	180.00	180.00	180.00	180.00
Property Maintenance-Supplies	1,000.00	4%	477.43	477.43	477.43	477.43	477.43	477.43	477.43	477.43	477.43	477.43	477.43	477.43	477.43	477.43	477.43
Property Maintenance-Taxes	700.00	3%	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00
Property Maintenance-Workers' Comp. - Other	2,400.00	12%	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00
Property Maintenance-Workers' Comp. - Liability Insurance	250.00	1%	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00
Property Maintenance-Workers' Comp. - Salary	14,000.00	68%	14,000.00	14,000.00	14,000.00	14,000.00	14,000.00	14,000.00	14,000.00	14,000.00	14,000.00	14,000.00	14,000.00	14,000.00	14,000.00	14,000.00	14,000.00
Property Maintenance-Workers' Comp. - Christmas Bonus	100.00	0%	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
Property Maintenance-Marketing	1,500.00	7%	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
Property Maintenance-Marketing	2,000.00	10%	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
Property Maintenance-Repair & Maint	250.00	1%	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00
Property Maintenance-Repair & Maint	2,500.00	12%	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00
2021 Budget Item																	
2021 Property Maintenance-Workers' Comp. - Dec 2021			512.12	512.12	512.12	512.12	512.12	512.12	512.12	512.12	512.12	512.12	512.12	512.12	512.12	512.12	512.12
2021 Property Maintenance-Workers' Comp. - Christmas Bonus			100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
Monthly Total Expenses			91,995.71	91,995.71	91,995.71	91,995.71	91,995.71	91,995.71	91,995.71	91,995.71	91,995.71	91,995.71	91,995.71	91,995.71	91,995.71	91,995.71	91,995.71
Monthly Income-POA Fees			41,749.29	41,749.29	41,749.29	41,749.29	41,749.29	41,749.29	41,749.29	41,749.29	41,749.29	41,749.29	41,749.29	41,749.29	41,749.29	41,749.29	41,749.29
Monthly Income-Interest			5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00
Monthly Total Income			41,754.29	41,754.29	41,754.29	41,754.29	41,754.29	41,754.29	41,754.29	41,754.29	41,754.29	41,754.29	41,754.29	41,754.29	41,754.29	41,754.29	41,754.29
Monthly Net Revenue			(50,241.42)	(50,241.42)	(50,241.42)	(50,241.42)	(50,241.42)	(50,241.42)	(50,241.42)	(50,241.42)	(50,241.42)	(50,241.42)	(50,241.42)	(50,241.42)	(50,241.42)	(50,241.42)	(50,241.42)

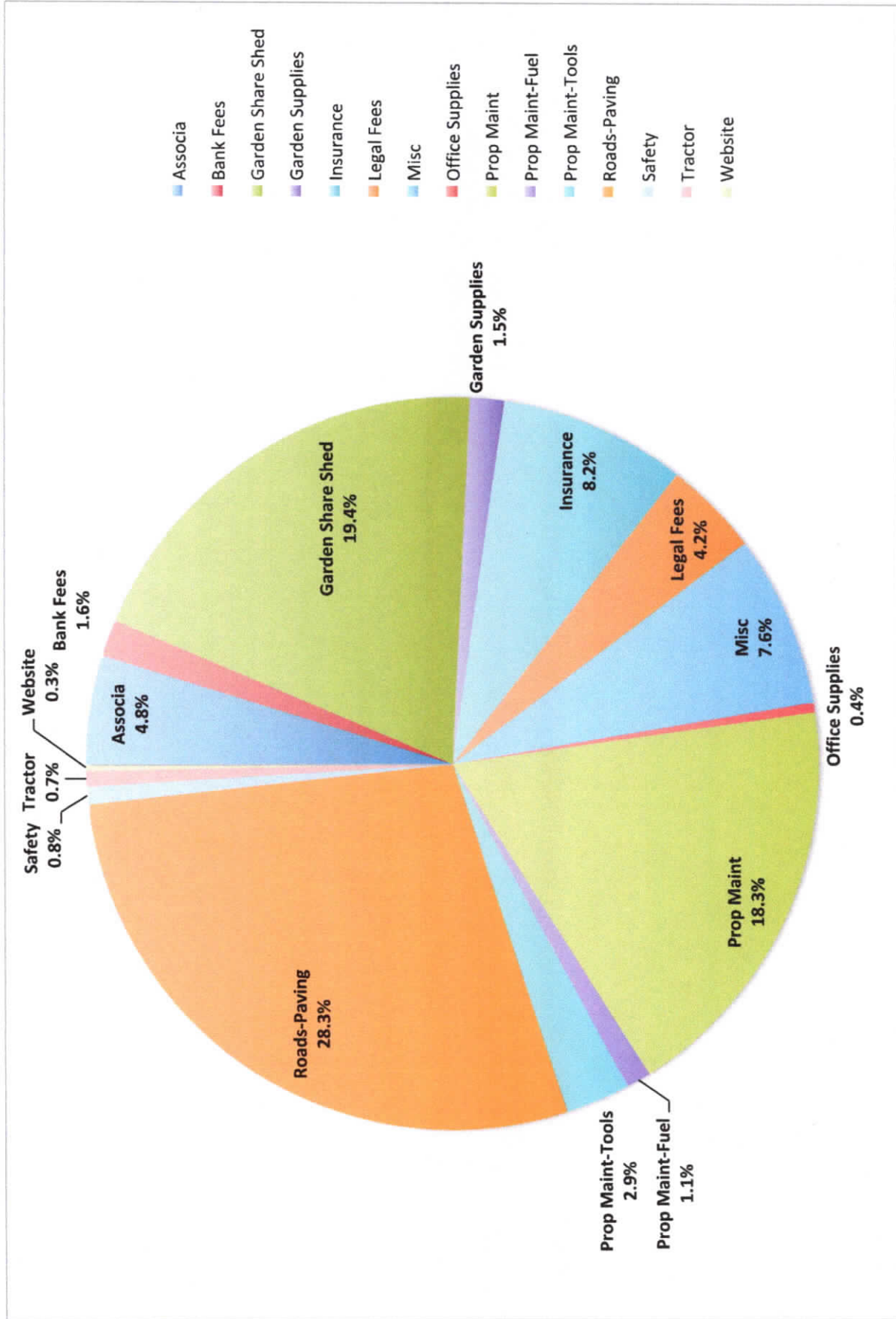
**2021 Financial Summary Report**

<b>Bank Accounts &amp; Income</b>				<b>Bank Account Change (2020 - 2019)</b>
<b>Bank Accounts As Of 2019-12-31</b>		<b>Bank Accounts As Of 2020-12-31</b>		
Associa Operations	\$43,677.75	Associa Operations	\$0.00	
Associa Reserve	\$30,004.43	Associa Reserve	\$0.00	
<b>Total Accounts 2019:</b>	<b>\$73,682.18</b>	Bank of Montreal Operations	\$24,131.90	
		Bank Of Montreal Reserve	\$30,023.95	
		BMO Harris - USA	\$4,396.49	
		PayPal	\$12,261.26	
		<b>Total Accounts 2020:</b>	<b>\$70,813.60</b>	
<b>Other Account</b>				
Atlantic Bank	\$862.17			
<i>Note: The Atlantic Bank Account is excluded because the current Board does not have access to it.</i>				
		<b>Accounts Receivable 2020</b>		
		Interest	\$25.40	
		HOA Fees	\$103,180.35	
		<b>Total Income:</b>	<b>\$103,205.75</b>	
		<b>Expenses 2020</b>		
		<b>Total Expenses:</b>	<b>\$106,074.33</b>	
		<b>Difference (Income-Expenses)</b>	<b>-\$2,868.58</b>	

Available at:  
<https://bibhoa.com/wp-content/uploads/2022/04/2021-Financial-Summary-Report-v2.pdf>

	A	B	C	D	E
1	<b>Operating Expenses</b>	<b>ALL VALUES IN US\$</b>			
2					
3	<b>Category</b>	<b>Subcategory</b>	<b>Amount</b>	<b>Amount</b>	<b>% Of Total</b>
4	<b>Associa</b>			<b>\$5,078.71</b>	<b>4.8%</b>
5		Monthly Fees (Jan-Mar)	\$2,625.00		
6		Admin Fees (Jan-Mar)	\$766.07		
7		Reimbursements (Jan-Mar)	\$1,687.64		
8	<b>Bank Fees</b>			<b>\$1,704.80</b>	<b>1.6%</b>
9		Account Fees	\$202.00		
10		Transaction Changes	\$95.20		
11		Wiring Fees	\$1,407.60		
12	<b>Garden Share Shed</b>			<b>\$20,552.88</b>	<b>19.4%</b>
13		Contract Work	\$8,650.00		
14		Solar System	\$10,325.00		
15		Supplies	\$1,577.88		
16	<b>Garden Supplies</b>			<b>\$1,622.47</b>	<b>1.5%</b>
17		Seeds & Plants	\$1,046.66		
18		Tools & Equipment	\$575.81		
19	<b>Insurance</b>			<b>\$8,722.04</b>	<b>8.2%</b>
20		Board Member Liability	\$8,142.70		
21		Tractor	\$223.10		
22		Garden Share Shed Solar	\$156.24		
23		FY '21 Employee Liability	\$200.00		
24	<b>Legal Fees</b>			<b>\$4,447.74</b>	<b>4.2%</b>
25		Employee Social Security	\$316.25		
26		Forest Hill Drive	\$1,919.38		
27		Garden Share Solar Panels	\$337.50		
28		POA Documentation Compliance	\$1,874.61		
29	<b>Misc</b>			<b>\$8,042.81</b>	<b>7.6%</b>
30		Nov & Dec '19 Property Maint	\$7,873.82		
31		Fire Fighting Labor	\$100.00		
32		Board Member Training	\$68.99		
33	<b>Office Supplies</b>			<b>\$457.09</b>	<b>0.4%</b>
34		POA Documentation Compliance	\$321.90		
35		Supplies	\$135.19		
36	<b>Prop Maint</b>			<b>\$19,398.27</b>	<b>18.3%</b>
37	<b>Prop Maint-Fuel</b>			<b>\$1,152.25</b>	<b>1.1%</b>
38	<b>Prop Maint-Tools</b>			<b>\$3,036.89</b>	<b>2.9%</b>
39	<b>Roads-Paving</b>			<b>\$30,000.00</b>	<b>28.3%</b>
40	<b>Safety</b>			<b>\$812.17</b>	<b>0.8%</b>
41		First Aid Supplies	\$219.72		
42		Front Gate	\$342.45		
43		Solar Battery Bean Bale	\$250.00		
44	<b>Tractor</b>			<b>\$741.02</b>	<b>0.7%</b>
45	<b>Website</b>			<b>\$305.19</b>	<b>0.3%</b>
46					
47	<b>TOTALS:</b>			<b>\$106,074.33</b>	<b>100.0%</b>
48					

2021 Financial Summary Report



**2021 Financial Summary Report**

2020 Budget To Actual Amounts Spent		US \$	Actual Spent (US\$)	Notes
<i>Note: The 2020 Budget was created by the previous BIB HOA Board with the assumption that 100% of the lots would be paying their HOA fees. As such, there is a lot of items in it that were realistically never going to be funded. Also, the contract with Associa Management was terminated in March and a different property Maintenance company was used; both resulted in significant savings. Please see the 'Expenses' worksheet for a more accurate picture of the BIB HOA Expenses for 2020.</i>				
<b>Fixed Expenses - Regular Maintenance and Operations</b>	BZ \$	US \$		
property management	\$66,461.52	\$33,230.76		contract with DS Property Maintenance, 5,538.46 per month
association management	\$21,000.00	\$10,500.00		contract with Associa
administrative expenses	\$7,500.00	\$3,750.00		legal fees, office supplies, business licenses & registrations
general liability insurance	\$1,500.00	\$750.00		may increase for community center
3rd party liability insurance for tractor	\$425.00	\$212.50		
D&O errors and omissions/liability	\$15,000.00	\$7,500.00		
property theft/loss insurance	\$1,000.00	\$500.00		estimated, waiting for quote
solar equipment maintenance	\$500.00	\$250.00		volunteer maintenance, supplies
lease for tower property	\$-			in negotiation for trade
<b>POA Office</b>				
Septic system	\$3,000.00	\$1,500.00		
sink, shower, toilet, walls	\$3,000.00	\$1,500.00		
furnishings	\$500.00	\$250.00		
internet equipment & setup	\$500.00	\$250.00		
internet - service	\$500.00	\$250.00		
<b>Community Center</b>				
gutters & rain catchment, toilet & sink, screening/lucite, small kitchen	\$20,000.00	\$10,000.00		
solar system	\$5,000.00	\$2,500.00		
furnishings: chairs, table, lights	\$1,000.00	\$500.00		
internet equipment & setup	\$500.00	\$250.00		
internet - service	\$1,000.00	\$500.00		
<b>Gardens &amp; Grounds</b>				
Garden materials & supplies	\$3,000.00	\$1,500.00		greenhouse back up, purchase more black soil and get a variety of seeds.
Composting toilet relocation & installation	\$500.00	\$250.00		
Weed eater & chainsaw	\$3,200.00	\$1,600.00		replace stolen equipment
Fuel, oil, tools, supplies, equipment	\$2,000.00	\$1,000.00		maintenance and supplies for chain saws, weed whackers, etc
<b>Roads</b>				
Forest Hill improvements	\$8,000.00	\$29,000.00		
Road maintenance (fuel, tractor maintenance, materials, etc)	\$5,000.00	\$2,500.00		basic maintenance/resurfacing, periodic grading/upkeep
<b>Safety</b>				
AED	\$3,000.00	\$1,500.00		
Weatherproof AED storage	\$1,600.00	\$800.00		
First aid supplies	\$100.00	\$50.00		
Rechargeable batteries	\$192.00	\$96.00		
Battery charger	\$22.00	\$11.00		
shipping & duty for supplies	\$100.00	\$50.00		
CPR course for two people	\$100.00	\$50.00		
<b>Communications</b>				
radio equipment updates	\$5,000.00	\$2,500.00		new antenna, possibly receiver/transmitter, installation
power grid updates for radio equipment	\$5,000.00	\$2,500.00		need to put on separate power/batteries
permanent internet tower	\$25,000.00	\$12,500.00		
internet meshnet/repeater design and initial install	\$10,000.00	\$5,000.00		1-3 nanostations to cover existing homes
<hr/>				
<b>Total budget 2020 \$ 270,200.52</b>		<b>\$270,200.52</b>	<b>\$135,100.26</b>	
<b>2019 Annual Fees, per lot, 127 units \$ 2,127.56</b>		<b>\$2,127.56</b>	<b>\$1,063.78</b>	
<hr/>				
				\$23,587.41
				\$5,078.71
				\$4,973.82
				\$233.10
				\$6,142.70
				\$356.24 (Garden Share Shed Solar & Employee Liability [FY '21])
				\$20,552.88 (Garden Share Shed Upgrade)
				\$1,046.66
				\$575.81
				\$30,000.00
				\$741.02
				\$812.17
				\$305.19 (website)
				\$7,873.82 Nov & Dec '19 Property Maint
				\$100.00 Fire Fighting Labor
				\$1,704.80 Bank Fees
				\$106,074.33

**2020 Financial Summary Report**

<b>Bank Accounts &amp; Income</b>		
<i>ALL VALUES IN US\$</i>		
<i>Revised</i>		
<b>Bank Accounts As Of 2021-01-01</b>	<b>Bank Accounts As Of 2021-12-31</b>	<b>Bank Account Change (End-Start)</b>
Bank Of Montreal Operations	24,131.90	12,147.16
Bank Of Montreal Reserve	30,023.95	30,038.52
BMO Harris- USA	4,396.49	33,201.77
PayPal	12,261.26	6,514.43
Atlantic Bank	1,623.87	1033.86
<b>Total Accounts 2021 Start:</b>	<b>\$72,437.47</b>	<b>\$82,935.74</b>
<b>Past Due Balances As Of December 31, 2021</b>	<b>Income 2021</b>	
\$324,250.79	Interest	17.13
<i>Note: This is the amount due to the BIB POA. Interest charges would remain with Axela.</i>	POA Fees	69,076.53
	<b>Total Income:</b>	<b>\$69,093.66</b>
	<b>Expenses 2021 (see next sheet)</b>	
	<b>Total Expenses:</b>	<b>\$58,595.39</b>
	<b>Difference (Income-Expenses)</b>	<b>\$10,498.27</b>

Available at:

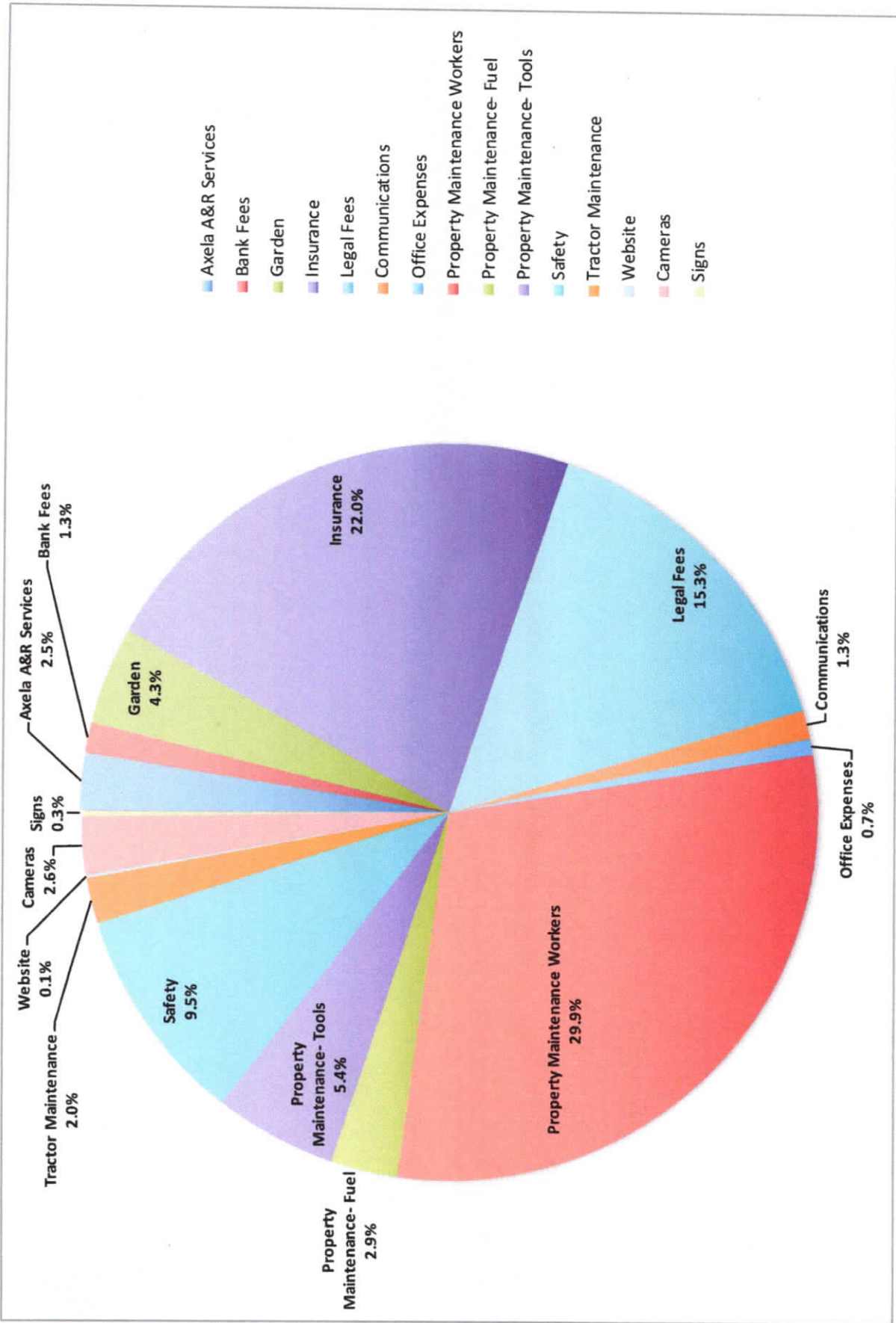
<https://bibhoa.com/wp-content/uploads/2021/01/2020-Financial-Summary-Report.pdf>



## 2020 Financial Summary Report

Operating Expenses <i>ALL VALUES IN US\$</i>						
Category	Subcategory	Amount	Amount	% Total	2021 Budget	2020 Budget
<b>2020 Budget Items</b>			12,119.80			
	Road Paving (2020 Final Payment)	9,992.25		n/a	n/a	10,000.00
	Property Maintenance (Dec 2020)	2,127.55		n/a	n/a	2,127.55
<b>Axela A&amp;R Services</b>			1,152.00	2.5%	1,152.00	
<b>Bank Fees</b>			621.92	1.3%	2,000.00	
<b>Garden</b>			1,987.52	4.3%	3,000.00	
	Plantings, Tools	1,369.85				
	Greenhouse	617.67				
<b>Insurance</b>			10,240.58	22.0%	9,000.00	
	Board Member Liability	9,657.50				
	Tractor	225.08				
	Garden Share Shed Solar	156.24				
	Employee Liability	201.76				
<b>Legal Fees</b>			7,090.97	15.3%	6,000.00	
<b>Communications</b>			590.01	1.3%	700.00	
<b>Office Expenses</b>			313.29	0.7%	250.00	
<b>Property Maint.- Workers</b>			13,877.26	29.9%	15,000.00	
	Payroll	12,532.83				
	Social Security	1,344.43				
<b>Property Maint.- Fuel</b>			1,360.06	2.9%	2,000.00	
<b>Property Maint.- Tools</b>			2,498.27	5.4%	3,500.00	
<b>Safety</b>			4,435.71	9.5%	2,875.00	
<b>Tractor Maintenance</b>			930.74	2.0%	2,500.00	
<b>Website</b>			54.98	0.1%	100.00	
<b>Cameras</b>			1,197.44	2.6%	1,250.00	
<b>Signs</b>			124.84	0.3%	150.00	
<b>Total- 2021 Budget Items</b>			<b>\$46,475.59</b>	<b>100.0%</b>	<b>\$49,477.00</b>	
<b>Total 2021 Expenses</b>			<b>\$58,595.39</b>			
<b>Notes</b>						
Although, total FY 2021 spending was \$3000 under budget, a few categories exceeded their budgets. The Board will strive to do a better job of tracking spending against individual categories moving forward.						

2020 Financial Summary Report



**BIB PROPERTY OWNERS ASSOCIATION**  
**BOARD OF DIRECTORS MEETING MINUTES**

August 18, 2016

ATTACHMENT Annex 25

A meeting of the BIB Property Owners Association, Inc. Board of Directors was held on August 18, 2016, at 11am EST/9am BZT, via online meeting.

**Attendees:**

Irene Brady   Susanne Jefferson   Ann McGregor   Sandi Smith

- **Welcome and call to order:** The meeting was called to order at 11:29am. Ann Kaplan was unable to attend due to technical issues.
- **Approval of minutes – 12 May 2016 and various email voting minutes:** A motion was made (Brady) and seconded (Jefferson) to approve minutes of the May 12, 2016 board meeting as well as various email votes. Motion carried 4-0
- **New board members and board roles:** The board welcome new members Susanne Jefferson and Sandi Smith, who were appointed to fill two vacancies until the end of the year. Sandi Smith will continue in her role as Chair of the Safety and Communications Committee, and Susanne Jefferson will continue as Chair of the Gardens and Grounds Committee. New board members were reminded to send Ann McGregor a monthly expense report for any expenses incurred on behalf of the POA.
- **Committee Status Updates**
  - **Administration– Ann McGregor**
    - **Transition tasks update:** The next step in the process is the signing of an agreement between BIB POA, Inc and BIB, Ltd. Transferring all power and authority for the EAB/HOA to our corporation. This should be completed soon, and will include transfer of physical items already assigned to HOA on the inventory list provided earlier this year. All paperwork for the bank account has been submitted to the bank by the attorney, and we are awaiting approval for our account. The final steps included decision about purchase of additional items, transfer of title for physical property (community green spaces, parking area and milpa), and mutual easement and upkeep agreements for shared spaces (roads, communications tower, etc). We are targeting the end of 2016 for all these tasks to be completed.
    - **Hurricane damage mitigation + expenses:** We authorized hurricane

damage mitigation and repairs and expect total expenses to be approximately \$1,000. Sandi has been documenting best practices for future preparations (see committee update below)

- **Property management update:** Roads continue to be our main expense and concern with regard to property management. We discussed minimizing our property management expenses whenever possible, and Sandi, Susanne and Renie agreed to provide errand and trips to town when needed. They will be reimbursed for gasoline via expense report, but will not incur the 30% administration fee.

**A motion was made by Susanne and seconded by Sandi to sell the green Toyota truck as-is, rather than pay for expensive repairs. Motion carried 4-0**

- **Financial status:** We have been very conservative with expenses this year, and should be able to extend our 2015-2016 budget through December 31, 2016 without additional fees being charged to owners. We will need to attempt collections on all overdue fees, and will negotiate with BIB, Ltd. for remaining inventory items and outstanding fees.
- **Interim budget/fee plan:** A motion was made by Irene and seconded by Sandi to carry the current 2015-2016 budget through December 31, 2016. Motion carried 4-0
- **Annual meeting planning + tasks:** Pending transition completion, the board will begin planning for an annual meeting in mid-December, per the bylaws, which will include preparation and presentation of the budget for 2017, as well as board elections. More information will be forthcoming as the time grows closer.
- **EAB – Ann Kaplan (requests, approvals, build status):** Ann Kaplan was unable to attend the meeting. There have been no new requests or approvals. James Pitson's house move is on hold. There will be a new build request soon from Susanne's mother. The lot prep was approved this summer. Hank Cunningham's build is still in process.
- **Garden Share – Renie Brady (updates, plans):** We have limited production in the garden right now, but will continue to hold the share social hour each week, with a focus on social. We asked Renie to purchase 5 more chairs, for a total of 10, as her time permits.
- **Gardens & Grounds – Susanne Jefferson (updates, plans):** We have some seeds available for owners who wish to plant their own or take over a raised bed planter in the garden. The expensive tomato seeds will be kept for later planting, and should be refrigerated for longer term storage. Ann McGregor offered her

fridge until Shannon is gone. The lower milpa needs trimming and will be placed on regular maintenance rotation. We'll also continue to use the upper milpa as our community center, and will move the badmitton net, small totem poles, and chalkboard to that area. Susanne will coordinate fruit tree pruning with Jorge and at least one other worker. Jorge has asked to have the scrap wood in a pile near the lower section of the milpa, and he can have it if he removes it soon.

- **Safety & Communications – Sandi Smith (updates, plans):** The recent hurricane gave our safety procedures a good practice. Sandi will be developing a hurricane guide we can share with all owners, with best practices before, during and after a storm. This will include provided safety contact information to our committee. Radio communications need to be a top priority, and we'll work to get the system completely functional, then distribute that info to owners so they can purchase and license handheld radios for the system. Every home should have a radio. Sandi will move forward with the Neighborhood Watch program, too. We had very positive response from owners about the program. Sandi also recommended that we keep a comprehensive list of inventory items and location as we acquire them, and consider an engraving ID of some sort.
- **Other Business:** No additional business was presented at the meeting.
- **Next Meeting:** The next meeting of the BIB POA board was scheduled for Thursday, September 15, 2016 at 9am Belize/11am EST via Skype.
- **Adjournment:** A motion to adjourn was made by Susanne and seconded by Irene at 12:47pm EST. Motion carried 4-0

BIB POA Board Meeting Minutes of September 19, 2016

Meeting called to order at 11:00 a.m. EDT by Ann McGregor, president.

Board members present were Ann McGregor, Ann Kaplan and Sandi Smith. A quorum was present.

Sandi Smith moved to approve the minutes of the previous board meeting. Ann Kaplan moved to second the motion. All board members present voted to ratify the motion.

**Committee Reports:**

**Ann McGregor:**

Transition Tasks: Ann McGregor signed agreement with Looey Trembley of BIB Ltd. to make our corporation of BIB Property Owners' Assn. (POA) official.

McGregor stated the agreement totally separates the POA's business affairs from BIB Ltd. and Looey Trembley. The application for POA bank account has been submitted to the bank.

Transition Tasks still to be completed include obtaining easements for roads and common spaces, negotiate purchases of equipment, locate and organize some supplies like radio equipment, transfer money to new bank account when set up is complete and obtain liability insurance policies for POA and POA Directors. Ann Kaplan is researching options for the insurance plans.

The POA needs to pay for title searches for our community lands at a cost of about \$1,000. because BIB Ltd. has no records of this.

Looey Trembley confirmed that he is keeping the 2 lots that were designated for the Community Center so, at this time, the POA will continue to use the garden/milpa for the Community Center.

**The current status of lot ownership is as follows:**

21 lots are under contract but not yet titled

72 lots are sold and titled

19 residential lots are for sale, 2 commercial lots are for sale (originally designated Community Center).

12 lots are reserved for Belize Property Trust

**Property Management Report Ann McGregor**

Clean up from the hurricane has been completed. The bridge area by S. Jefferson's home is still a problem and has already been fixed 3 times. POA needs to get an engineer's advice on all BIB road maintenance in 1<sup>st</sup> quarter 2017 to make a long term plan.

The front parking area needs to have debris stacked and covered. Construction debris in milpa reportedly from Belize Tropical Builder's build needs to be removed.

Lower milpa needs to be trimmed.

The green truck needs to be sold.

Move POA items from previously designated Community Center lots to milpa .

Boundary markers need to be posted.

Milpa bathroom needs to be moved to higher ground.

POA errands will be done by resident board members Renie Brady, Sandi Smith and Susanne Jefferson to save 30% up-charge.

**Current POA administrative expenses:**

Veronica- \$500. per month. Will not continue after transition.

Sandy- \$200. per month. Will not continue after transition.

Jorge- \$600. per month as property manager.

**Balance Sheet: see attached**

All figures are shown in Belize dollars.

**Profit and Loss Statement: see attached**

"HOA Fees" of \$313,699 means all outstanding fees not yet collected.

Loeey Trembley pays fees on unsold lots but paid nothing last year.

"Business Tax" won't have to be paid in the future.

Ann McGregor will find out about these categories: Dues and subscriptions, miscellaneous, repairs and maintenance, travel.

"Gratuity" is Christmas bonus for BIB workers.

"Management Expense" is 30% markup on services for BIB LTD.

"Payroll Expenses" is for 4 full time BIB workers.

"Professional Fees" is for lawyers.

"Roads Expenses" is for tractor rental and Jorge's labor.

“Solar Expenses” is for the installation of 9 solar panels on bean bale house in front parking area.

POA Board needs to prepare budget for 2017 in December, 2016.  
POA Board needs to send notices ASAP to property owners for unpaid fees.

Board discussion about the need for a local, professional road engineer to assess the internal BIB roads and recommend maintenance for long term road improvement. It’s important that the engineer be on site at BIB during the rainy season when the most erosion occurs.

Does it make sense for the POA to purchase lower Howler Hill property?  
Ann McGregor will get a price quote for this property.

**EAB Report Ann Kaplan**

The Cunningham house looks almost complete.  
The Pitson house move is on hold until further notice.  
Mark Boissy- did he build the structure we approved recently?

**Garden Share Renie Brady**

Mail Chimp is now being used to send notices of Garden Share to residents.

**Gardens and Grounds Susanne Jefferson**

Road Report and Garden Report will be provided by Susanne.

**Safety and Communications Sandi Smith**

The Hurricane Safety Guide is now complete.  
Sandi will be organizing the Neighborhood Watch and locate/organize the emergency radio supplies and security cameras.  
Jorge should always have a working, charged radio with him while on BIB property.  
The front gate had some damage from the hurricane.  
The front gate is not being closed at night as the POA had directed.

**Communication Strategies Ann McGregor**

Ann McGregor will compose a letter to owners to introduce HOA.



We will hold all POA email discussions in forums rather than email.

Ann M. will shut down the BIB owners Facebook site and use our BIB owners website to communicate with the owners.

POA will have one email address for owners to contact board of directors.

EAB will also have an email address for Ann Kaplan and Sandi Smith. Ann M. is using Mail Chimp for notices to owners and can track use.

The next BIB POA board meeting will be held on Thursday, October 13, 2016 at 11:00 a.m. EST/9:00 a.m. BZT, via on-line meeting.

Ann McGregor adjourned the meeting at 12:43pm EST.

Minutes submitted by Ann Kaplan, secretary

ATTACHMENT Annex 26

**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" <bibhoaboard@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:** Re: ACTION REQUIRED: Information request  
**From:** Looey Tremblay  
**Date:** 5/13/2016, 1:39 PM  
**To:** BIB POA Board <bihbohboard@gmail.com>, veronica@belizepropertycenter.com

On the map it's shows it separate but I don't know how it is done in bz. And mike dealt with this.

Looey Tremblay

**Subject:** Re: ACTION REQUIRED: Information request  
**From:** BIB POA Board  
**Date:** 5/13/2016, 1:40 PM  
**To:** Looey Tremblay  
**CC:** Veronica Cal <veronica@belizepropertycenter.com>

OK, I'll have the attorney do a title search and figure it out.  
on behalf of the BIB Homeowners Association Board

**Subject:** Re: ACTION REQUIRED: Information request  
**From:** BIB POA Board  
**Date:** 5/13/2016, 1:46 PM  
**To:** Looey Tremblay

Do you not pay land taxes on those parts of BIB?  
on behalf of the BIB Homeowners Association Board

**Subject:** Re: ACTION REQUIRED: Information request  
**From:** BIB POA Board  
**Date:** 5/13/2016, 1:59 PM  
**To:** Looey Tremblay  
**CC:** Veronica Cal <veronica@belizepropertycenter.com>

I have drafted a letter to the attorney requesting his assistance in establishing ownership and transfer process for the community property at BIB.

Can you please send me a copy of the original subdivision plan lodged with the Lands Department so that I may forward it to him?

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, 3:18 PM  
**To:** "BIB POA Board" <bihhoaboard@gmail.com>  
**CC:** "Looey Tremblay" <looeey@looeey.com>

I am not sure what the legal schedule of each green space is, I believe the lawyer will have to find that out but I would presume transferring the ownership of the green space is up to the developer based on a consideration or if he will gift it

**Subject:** Re: ACTION REQUIRED: Information request

**From:** BIB POA Board

**Date:** 5/13/2016, 3:31 PM

**To:** Veronica Cal

**CC:** Looey Tremblay <looeey@looeey.com>

In a planned community or subdivision which includes a homeowners association as a requirement to purchase, at the time that the developer transitions to an owner managed HOA, all community assets transition along with it. The developer is not paid for community assets directly and separately. Those improvements and assets are what allowed for the place to be sold as a community or development, rather than just individual lots, and which establish the requirement of community-based support for management and upkeep of those areas. The price of the land sold as individual lots includes a shared interest in the community assets.

Typically the HOA is established prior to the transition, and well before dues are paid, to avoid the type of complications we are facing now. However, we are working together now to establish the community property as such, and the HOA as a separate legal entity holding title to those community assets.

I am sure we will be able to resolve these issues with the help of our attorney, and with cooperation on all parts as we have been doing.

Thanks,

Ann

on behalf of the BIB Homeowners Association Board



**Subject:** Re: BIB HOA Board Meeting notes  
**From:** BIB POA Board  
**Date:** 5/23/2016, 10:09 AM  
**To:** Looney Tremblay  
**CC:** Veronica Cal <veronica@belizepropertycenter.com>

We are reviewing financial status once transition is complete. (hopefully soon!) Have you heard back from the attorney who wrote the subdivision plan as to ownership status of community property and green space, roads, etc'?

We need that to complete the transfer agreement.

Thanks,  
Ann McGregor

**Subject:** RE: BIB HOA Board Meeting notes  
**From:** "Veronica Cal" <veronica@belizepropertycenter.com>  
**Date:** 5/24/2016, 1:19 PM  
**To:** "BIB POA Board" <bihhoaboard@gmail.com>, "Looney Tremblay" <looney@looney.com>

Our attorney did not handle that subdivision plan and never saw the documentation that Mike submitted to get the approvals in for the subdivision he only wrote the covenants He was not available this morning but I will try to get him later today

From what I understand is that your lawyer needs to determine the legal schedule for the green areas  
What has happened before is that these green areas can be subdivided as well and resold so there needs to be some special language added that this doesn't happen Looney

On May 24, 2016 7:08 PM, "Looney Tremblay" <looney@looney.com> wrote:

What Veronica was explaining was that we would definitely want something stating that the leftover green space will not be subdivided into lots etc.

Regards,

Looney Tremblay

**Subject:** Re: BIB HOA Board Meeting notes

**From:** BIB POA Board

**Date:** 5/24/2016, 7:13 PM

**To:** Looney Tremblay

Oh, sorry for misunderstanding! Of course we can include that language!

As I mentioned, I am fairly certain this is also a legal requirement for the subdivision.  
Ann M.

**Subject:** Re: BIB HOA Board Meeting notes

**From:** Looney Tremblay

**Date:** 5/24/2016, 7:17 PM

**To:** BIB POA Board <bibhoaboard@gmail.com>, Veronica Cal <veronica@belizepropertycenter.com>

I just don't know how it is done in Belize. I'm sorry i don't. Regards,  
Looney Tremblay

**Subject:** Title search for community property

**From:** BIB POA Board

**Date:** 6/20/2016, 2:24 PM

**To:** Looey Tremblay <looeey@looeey.com>, Veronica Cal <veronica@belizepropertycenter.com> **CC:** Irene Brady <irene@natureworkspress.com>, Ann Kaplan <annhkaplan@msn.com>

Hello Looey and Veronica:

We have heard back from our attorney about drawing up the transfer agreement of all HOA assets from BIB, Ltd to BIB Property Owners Association, Inc. (the legal name of the HOA). In addition to the tools, and structures, etc, he needs a title search for the parts of BIB that are HOA/community property. (Roads, parking lot, milpa and green space) His fee for the title search is \$1000US. Do you have someone who could do that part for less money? Once we have the title search completed, we can finalize the transfer agreement and be FINISHED!

**His email:**

Concerning the community property which is intended to be transferred from the Developer to the property owners association, a title search can be initiated by my office which will hopefully shed some light on the current status of those parcels of land, as well as how best to proceed with the desired title transfer. I assume that the Developer holds the land by way of a Deed of Conveyance. You will note that a Deed of Conveyance, 432 of 2011, is referenced on the top left of the Plan. How has the Developer been transferring title to individual lot owners? Our first step is the title search, the cost of which will be US\$1,000.00. Once we have determined the state of the title for community property I will be in a better position to advise how to transfer that property. The community property (real proper/land) and the other assets can be listed in an Agreement between the Developer and the property owners association, and Agreement which can dictate how and when all assets are to be transferred. I am willing to draft such an Agreement, however I will need to be provided with specific details concerning what has been agreed to by the parties.

Thanks,  
Ann McGregor  
*on behalf of the BIB Homeowners Association Board*

**Subject:** RE: Title search for community property  
**From:** "Veronica Cal" <veronica@belizepropertycenter.com>  
**Date:** 6/21/2016, 10:27 AM  
**To:** "BIB POA Board" <bibhoaboard@gmail.com>, "Looney Tremblay" <looney@looney.com> **CC:** "Irene Brady" <irene@natureworkspress.com>, "Ann Kaplan" <annhkaplan@msn.com>

The cost for a basic title is around 150 USD to 300 USD for one lot. I presume they are quoting 1000 USD because the green space is comprised of several areas around the 130 acre parcel which sounds reasonable.

**Subject:** Re: Title search for community property  
**From:** BIB POA Board  
**Date:** 6/21/2016, 10:41 AM  
**To:** Veronica Cal  
**CC:** Looney Tremblay <looney@looney.com>, Irene Brady <irene@natureworkspress.com>, Ann Kaplan <annhkaplan@msn.com>

Thank you so much, Veronica. I guess that makes sense, but I would imagine that the pieces that were not in parcels to sell were kept as one single title, so it seemed a little much.

I guess it's one of those inevitable expenses we are facing. We will move on with this.  
 Vero - if you can give me a snapshot of HOA cash on hand, that would help. I want to make sure we're doing ok budget wise to get through year end without labor layoffs.

Also, Looney, if you are ok with it, I'd like to get an agreement in place quickly which states that BIB Property Owners Association, Inc. is authorized to received HOA fee payments on behalf of BIB, Ltd. during the transition. Does that sound ok? That should be a simple agreement to complete, and then we can collect outstanding fees to help with expenses, giving the option of US funds or online payment with credit card. I've got a few owners who are ready to pay and asking. I'll also email our attorney and mention the subdivision plan again, in case it can help with title search. The rest of the lots sold to us are Deed of Conveyance, correct? Thanks team!

Ann

*on behalf of the BIB Homeowners Association Board*

**Subject:** Moving forward with EAB/HOA

**From:** BIB POA Board

**Date:** 6/28/2016, 6:59 AM

**To:** Veronica Cal

**CC:** Looey Tremblay <looe@looe.com>, Irene Brady <irene@natureworkspress.com>, Ann Kaplan <annkaplan@msn.com>

Hello Veronica and Looey!

Due to the time and expense of the title search, we are hoping to take the transfer of assets in steps to keep things moving along:

1. We will draft an agreement between the two corporations, transferring control and management of the EAB/HOA to the new corporation.
2. We will draft an agreement transferring physical assets (tools, etc) and funds/accounts to the new HOA
3. We will continue title search and process to transfer physical property (land) to the new HOA

Once the first agreement is completed, we can transfer all funds to our bank account(s) and we will begin managing the books. We'll still continue in the month to month property management contract for now, and you'll submit the invoice to us directly for payment. The only difference in this process is that we will be paying you from our bank accounts.

At this time, we can also negotiate the easements needed for things like road maintenance and use, radio tower, etc. Also, have you had any luck with the title search, or should we go ahead and ask our attorney to complete this at the cost of \$1,000US?

Thanks! Ann

*on behalf of the BIB Homeowners Association Board*

**From:** BIB POA Board  
**Date:** 6/28/2016, 12:17 PM  
**To:** Veronica Cal

**CC:** Looey Tremblay <looey@looey.com>, Irene Brady <irene@natureworkspress.com>, Ann Kaplan <annhkaplan@msn.com>

Looey - you had said you might have someone who would do it cheaper. Also you were going to check with the original attorney who made the subdivision plan and see if they had any information about how the community property was titled. We're on hold waiting for that from you.

Thanks, Ann

*on behalf of the BIB Homeowners Association Board*

**Subject:** RE: Moving forward with EAB/HOA  
**From:** "Veronica Cal" <veronica@belizepropertycenter.com>  
**Date:** 6/28/2016, 12:33 PM  
**To:** "BIB POA Board" <bibhoaboard@gmail.com>  
**CC:** "Looey Tremblay" <looey@looey.com>, "Irene Brady" <irene@natureworkspress.com>, "Ann Kaplan" <annhkaplan@msn.com>

Ann the subdivision plan was not made by our attorney, our attorney only wrote the covenants. The subdivision plan was handled by Mike

**Subject:** Re: Moving forward with EAB/HOA  
**From:** BIB POA Board  
**Date:** 6/28/2016, 12:56 PM  
**To:** Veronica Cal

**CC:** Looey Tremblay <looey@looey.com>, Irene Brady <irene@natureworkspress.com>, Ann Kaplan <annhkaplan@msn.com>

OK, so we should go ahead and spend the \$2,000BZ for the title search then?  
-Ann

*on behalf of the BIB Homeowners Association Board*

**Subject:** Re: Moving forward with EAB/HOA  
**From:** BIB POA Board  
**Date:** 6/29/2016, 5:58 PM  
**To:** Veronica Cal  
**CC:** Looey Tremblay <looey@looey.com>, Irene Brady <irene@natureworkspress.com>, Ann Kaplan <annhkaplan@msn.com>

Super, thanks for looking that up Veronica!  
-Ann M  
*on behalf of the* BIB Homeowners Association Board

**Subject:** Finalizing our transition tasks  
**From:** BIB POA Board  
**Date:** 8/29/2016, 10:26 AM  
**To:** Looey Tremblay <looey@looey.com>, Veronica Cal <veronica@belizepropertycenter.com> **CC:** Jorge Rosales <jorguarundi@gmail.com>

Hello Looey and Veronica:

Our attorney has promised to complete the agreement document which will transfer authority for the HOA/EAB from Better In Belize, Ltd. to the newly formed BIB Property Owners Association, Inc. as soon as possible, hopefully today. Once complete, we'll sign and forward to you for review and signatures.

As a part of that, he'll prepare a Bill of Sale and Transfer of Rights for all items listed as owned by HOA in the inventory. We will NOT include the actual property (community spaces like milpa and front area, lookout and other green spaces and roads) at the same time because we will need to complete a proper title search and it will be a more complicated process since it isn't clear how this is titled right now.

For the inventory of HOA assets, are there any additions or subtractions from the spreadsheet you provided in March (attached)? If not, I'll extract all items marked as HOA owned and provide them to our attorney. We won't include the tractor since we have a separate agreement to purchase in place for that. Mostly we need to know if we have lost anything, anything has been damaged and discarded, or we have purchased something new which should be included.

I'd like to get him the list today if possible, so your quick response is appreciated. Thank you,  
Ann McGregor  
*on behalf of the BIB Homeowners Association Board*

**Subject:** Re: Finalizing our transition tasks  
**From:** Looey Tremblay  
**Date:** 8/29/2016, 11:36 AM  
**To:** BIB POA Board  
**CC:** Veronica Cal <veronica@belizepropertycenter.com>, Jorge Rosales <jorguarundi@gmail.com>  
To answer that I would need Jorge to go over the list again.  
Looey Tremblay

**Subject:** Re: Finalizing our transition tasks  
**From:** BIB POA Board  
**Date:** 8/29/2016, 2:45 PM  
**To:** Looey Tremblay  
**CC:** Veronica Cal <veronica@belizepropertycenter.com>, Jorge Rosales <jorguarundi@gmail.com>

Thank you Looey and Jorge for verifying the HOA property list. I've compiled a spreadsheet from the original list sent in March. This contains items you had listed as HOA, plus any significant items we've purchased since then. I've sorted them by type (tools, equipment, structures or fixed things) to make verification easier.

There are a few of the new things that I wasn't sure of location so put a ?. If things have moved, please note that as well. If something is used, gone or missing, please provide that information, too. We are in the home stretch for real!

Thank you again, Ann  
*on behalf of the BIB Homeowners Association Board*



**Subject:** Re: Finalizing our transition tasks

**From:** Looey Tremblay

**Date:** 8/31/2016, 9:43 AM

**To:** BIB POA Board

**CC:** Veronica Arnel <veronica@belizepropertycenter.com>, Jorge Rosales <jorguarundi@gmail.com>  
But need authorization to flag off or caution tape off the road for now.

Regards,

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 <looeey@looeey.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

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

**Subject:** Re: Agreement status?  
**From:** BIB POA Board  
**Date:** 9/2/2016, 6:31 AM  
**To:** Veronica Cal  
**CC:** Looney Tremblay <looney@looney.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 Mon, Aug 10, 2020 at 12:37 PM Looey Tremblay <[looey@looey.com](mailto:looey@looey.com)> wrote:

We are not in a position to pay our fees with money at this point in time.

We are willing to trade some of the lots for fees owed if the board is interested.

Please let us know.

Regards,

Looey Tremblay  
Broker/Owner  
RE/MAX Belize Property Center

Email: [looey@BelizePropertyCenter.com](mailto:looey@BelizePropertyCenter.com)  
[looey@looey.com](mailto:looey@looey.com)

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

ATTACHMENT Annex 27

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**From:** "BIB POA Board" <[bibhoaboard@gmail.com](mailto:bibhoaboard@gmail.com)>  
**To:** "[looey@looey.com](mailto:looey@looey.com)" <[looey@looey.com](mailto:looey@looey.com)>  
**Cc:** "Michael Saunders" <[msaunders4110@gmail.com](mailto:msaunders4110@gmail.com)>, "BIB POA Board" <[bibhoaboard@gmail.com](mailto:bibhoaboard@gmail.com)>  
**Sent:** Wednesday, August 12, 2020 10:23:52 AM  
**Subject:** Re: Hoa fees due

Hello Looey

The board is not interested in exchanging lots for HOA fees due.

Regards,  
The BIB HOA Board

---

From: **Loeey Tremblay** <[loeey@loeey.com](mailto:loeey@loeey.com)>  
Date: Wed, Aug 12, 2020 at 9:42 AM  
Subject: Re: Hoa fees due  
To: BIB POA Board <[bibhoaboard@gmail.com](mailto:bibhoaboard@gmail.com)>  
CC: Michael Saunders <[msaunders4110@gmail.com](mailto:msaunders4110@gmail.com)>

Then we would like the board to consider a different fee structure for Developer unsold lots retroactively.

It has been crippling for us the developer.

Better In Belize community is better with a healthy developer than not.

Regards,

Loeey Tremblay  
Broker/Owner  
RE/MAX Belize Property Center



Paul Prescott <paullnabibhoaboard@gmail.com>

(no subject)

1 message

Loeey Tremblay <loeey@loeey.com>

Thu, Sep 10, 2020 at 5:43 AM

To: BIB POA Board <bibhoaboard@gmail.com>, Veronica Cal <veronica@belizepropertycenter.com>, Michael Saunders <msaunders4110@gmail.com>

please give us a spreadsheet of the hoa fees according to you, owed on lots in our company name whether held for someone else or not. thanks.

Regards,

Loeey Tremblay  
Broker/Owner  
RE/MAX Belize Property Center

ATTACHMENT Annex 28!

Email: loeey@BelizePropertyCenter.com

[loeey@loeey.com](mailto:loeey@loeey.com)

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

<http://www.MLSinBelize.com>

<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: loeeyT

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Paul Prescott <paulonbibhoaboard@gmail.com>

Thu, Sep 10, 2020 at 8:54 AM

To: Looey Tremblay <looey@looey.com>

Cc: BIB POA Board <bibhoaboard@gmail.com>, Veronica Cal <veronica@belizepropertycenter.com>, Michael Saunders <msaunders4110@gmail.com>

Hello Looey,

As requested, attached is the listing of the current balances due for all lots owned by Better In Belize Ltd., including those under contract and also those lots in your name. Please let me know if there is anything else I can provide.

Sincerely,

Paul Prescott  
BIB POA Treasurer

Created by: [unreadable]

 2020-09-10 BIB Ltd Balance Due.pdf  
43K



As Of: 2020-09-10		Better In Belize Ltd. Lots		Better In Belize Ltd. Lots Under Contract	
Lot #	Late Fee Interest Charged	Balance Due	Lot #	Under Contract To:	Balance Due
2	No	\$1,063.78	4	James Pitson	\$1,106.34
3	No	\$4,229.60	9	Julie Schweyer	\$6,289.67
6	No	\$4,229.60	21	Julie Schweyer	\$6,380.16
28	No	\$5,993.68	24	Jeff Sherman	\$0.00
29	No	\$6,731.42	35	Amanda Arcuri	\$10.64
34	Yes	\$3,959.50	51	Connie Mink	\$7,898.79
40	No	\$1,063.78	56	Sandra Dawson	\$901.81
48	No	\$4,229.60	90	Randall Schork	\$4,395.30
49	No	\$4,229.60	99	Scott Wilson	-\$4.00
60	No	\$7,765.94	101	Bryan Smart	\$6,380.16
67	No	\$4,229.60	112	Michele D'Angona	\$3,431.10
91	No	\$4,229.60	116	Theresa Velez	-\$1.60
92	No	\$4,229.60	119 BIB	Michele D'Angona	\$28.32
96	No	\$4,229.60	<b>Total:</b>		<b>\$36,816.69</b>
102	No	\$1,063.78			
103	No	\$6,719.28	<b>Looney Tremblay Lots</b>		
105	No	\$4,229.60	<b>Lot #</b>		<b>Balance Due</b>
111	No	\$4,229.60	33		\$1,469.72
113	No	\$4,229.60	119 LT		\$2,003.35
126	No	\$4,229.60	<b>Total:</b>		<b>\$3,473.07</b>
<b>Total:</b>		<b>\$85,116.36</b>			

Note: With the exception of Lot # 34, all of the above lots are excluded from being charged late fee interest until 2022-01-01, per the Tower Purchase Agreement signed 2017-05-24.

Note: Lot #119 balance of \$2003.35 is the current balance due from before the lot was sold under contract to Michele D'Angona.



ATTACHMENT Annex 29

Lot #	Balances due to the BIB POA as of March 9, 2022. This does not include interest charges & fines. Interest remains with Axela when collected.
1	\$ 1,970.00
2	\$ 985.00
3	\$ 6,199.60
4	\$ 1,956.34
5	\$ 2,929.23
6	\$ 6,199.60
7	\$ 985.00
9	\$ 7,404.44
10	\$ 2,187.00
11	\$ 9,973.28
12	\$ 9,973.28
13	\$ 9,973.28
14	\$ 9,973.28
15	\$ 9,973.28
16	\$ 9,973.28
17	\$ 9,973.28
18	\$ 9,973.28
19	\$ 9,973.28
21	\$ 6,444.44
23	\$ 985.00
24	\$ 2,001.31
28	\$ 7,444.44
29	\$ 8,701.42
31	\$ 7,444.44
32	\$ 1,245.03
33	\$ 985.00
34	\$ 6,755.60
35	\$ 985.00
39	\$ 5,162.55
40	\$ 985.00
41	\$ 5,109.27
42	\$ 6,199.60
43	\$ 1,970.00
44	\$ 985.00
45	\$ 985.00
48	\$ 6,199.60
49	\$ 6,199.60
50	\$ 8,689.28
51	\$ 8,689.28
52	\$ 4,062.84
53	\$ 985.00
55	\$ 985.00
56	\$ 985.00
57	\$ 985.00
58	\$ 985.00



59	\$	985.00
60	\$	8,944.22
61	\$	3,033.78
62	\$	5,109.27
63	\$	985.00
65	\$	9,973.28
66	\$	985.00
67	\$	7,184.60
68	\$	985.00
69	\$	2,899.23
70	\$	7,399.89
72	\$	9,973.28
73	\$	985.00
75	\$	685.00
78	\$	5,109.27
79	\$	6,199.60
80	\$	6,199.60
81	\$	6,199.60
82	\$	985.00
87	\$	1,266.71
88	\$	3,376.78
89	\$	7,444.44
90	\$	985.00
91	\$	6,199.60
92	\$	6,199.60
93	\$	1,970.00
96	\$	6,199.60
97	\$	985.00
98	\$	985.00
99	\$	985.00
101	\$	1,970.00
102	\$	3,033.78
103	\$	8,689.28
105	\$	6,199.60
108	\$	985.00
111	\$	6,199.60
112	\$	5,109.27
113	\$	6,199.60
114	\$	985.00
115	\$	985.00
117	\$	985.00
118	\$	985.00
119	\$	1,970.00
120	\$	985.00
122	\$	985.00
123	\$	985.00
124	\$	985.00
125	\$	985.00

126	\$	6,199.60
127	\$	985.00
128	\$	9,973.28
<b>TOTAL</b>	<b>\$</b>	<b>411,525.79</b>

**BIB Property Owners Association, Inc. assumes no responsibility or liability for any errors or omissions in the content of this document. The information contained in this document is provided on an "as is" basis with no guarantees of completeness, accuracy, usefulness or timeliness.**

BELIZE

THE COMPANIES ACT  
CHAPTER 250 OF THE  
LAWS OF BELIZE  
REVISED EDITION, 2011

A Certified True Copy  
*[Signature]*  
For Registrar of Companies and Corporate Affairs  
Belize Companies and Corporate Affairs Registry  
Date: 21/03/2022

ATTACHMENT Annex 30

**COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL  
ARTICLES OF ASSOCIATION**

OF

**BETTER IN BELIZE HOMEOWNERS ASSOCIATION**

1. The name of the Organization shall be BETTER IN BELIZE HOMEOWNERS ASSOCIATION.
2. The Organization shall have a seal.
3. The Organization for the purpose of the registration is declared to consist of one (1) person who is to serve as the initial subscriber/member.
4. Membership in this Organization shall be initially composed of the incorporators being one. All Members shall exclusively be Proprietors of Better in Belize, a subdivision located along the Benque Viejo/Mollejon Road, Water Hole Area, Cayo District, as shown on Entry No. 13186, Register No. 17.
5. All Members must agree, promote and maintain the rules and regulations of the Better in Belize Homeowners Association including the below Covenants, Conditions and Restrictions:

**COVENANTS, CONDITIONS, AND RESTRICTIONS**

*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." (BIB) a company duly incorporated under the Laws of Belize 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 Five percent (5%) 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 1,000 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 1500 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. Decks, patios, pools and balconies may not exceed 5% of the total parcel size. This 5% calculation shall be considered in addition to the 5% residential dwelling or 50% commercial building calculations.*

*4.2.5. One dwelling unit per residential lot. Maximum of 4 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 neighbors 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?sitePageId=56404&orgId=idsa>*

4.3.8. 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>

4.3.9. 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>

4.3.10. 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.

4.3.11. 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 neighboring 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.

4.3.12. 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.

4.3.14. 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 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 Purchasers to EAB 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 US (One Thousand US dollars) per year per lot and shall be paid at the beginning of each year and prorated at the closing. The Purchasers agrees that a late fee of 1 % per month is due on any outstanding balance of Community Maintenance Fees. The Purchasers hereby agrees that his land shall be equitably charged in favor of the EAB as security for all outstanding amounts with respect to Community Maintenance Fees, late fees and collection or legal costs.*

6. No limitation shall be placed on the age of a Member; however, voting rights shall be realized at the age of 18 years.
7. Members can be of any political party; however, Members should desist from promoting partisan activities at the Organization's functions and activities.
8. A Member may at any time withdraw from the Organization by giving at least seven days notice to the Organization. Membership shall not be transferable.
9. A Member of the Organization shall cease to be a Member if:
  - a) he/she resigns by giving, in writing, at least seven clear days' notice to the Organization;
  - b) he/she dies;
  - c) he/she becomes bankrupt or makes any arrangement or composition with his creditors generally, or (being a company) goes into liquidation other than for the purposes of solvent reconstruction; or
  - d) if he/she otherwise ceases to qualify for membership under these Articles.
10. Cessation of Membership:
  - a) shall not entitle the former Member to repayment of any part of any subscription or levy previously paid by him/her; and
  - b) shall not affect the former Member's liability to pay any subscription or levy which became due and payable before he/she ceased to be Member.

### MEETINGS

11. The Annual Membership Meeting of this Organization shall be held on the first Friday in June of each and every year. The Members shall fix the location of the meeting. The Secretary shall cause to be mailed (emailed) to every Member in good standing at his/her address as it appears in the membership roll book of this Organization a notice telling the time and place of such annual meeting. The notice shall be mailed (emailed) not less than ten days prior to the meeting and not more than 30 days prior to the meeting. The Chairman of the Organization, Secretary of the Organization and Treasurer of the Organization shall be elected annually at this Annual Membership Meeting.
12. The presence of the not less than one-half of the Members shall constitute a quorum and shall be necessary to conduct the business of this Organization; but lesser number may adjourn the meeting for a period of not more than two weeks from the date scheduled by these by-laws and the Secretary shall cause a notice of this scheduled meeting to be sent to all those Members who were not present at the meeting originally called. A quorum as hereinbefore set forth shall be required at any adjourned meeting.
13. Special Meetings of this Organization may be called by any Member or the Chairman when he/she deems it for the best interest of the Organization. Notice of such meetings shall be mailed (emailed) to all Members at their addresses as they appear in the membership roll book at least one week but not more than 30 days before the scheduled date set for such special meeting. Such notice shall state the reasons that such meeting has been called, the business to be transacted at such meeting, and by whom called. If the Membership decides not to elect a Board of Directors the business of the Organization shall be governed by Special Meetings of the Organization.

### ORDER OF BUSINESS

14. The following shall be the Order of Business:
  1. Roll Call
  2. Reports of the minutes of the preceding meeting
  3. Reports of Committees
  4. Reports of Officers
  5. Old and Unfinished Business

6. New Business
7. Goods and Welfare
  
8. Adjournments

### BOARD OF DIRECTORS

15. The business of the Organization, if so decided by a simple majority of Members, shall be managed by a Board of Directors consisting of no less than two and no more than ten individuals. At least one of the Directors elected shall be a resident of Belize. The Directors are required to be Members of the Organization.
16. The Directors to be chosen for the ensuing year shall be chosen at the Annual Membership Meeting of this Organization and they shall serve for a term of one year.
17. The Board of Directors shall have the control and management of the affairs and business of the Organization. Such Board of Directors shall only act in the name of the Organization when it shall be regularly convened by its Chairman after due notice to all Directors of such meeting.
18. Majority of the members of the Board of Directors shall constitute a quorum and the meetings of the Board of Directors shall be held regularly and periodically as required.
19. Each Director shall have one vote and such voting may not be done by proxy.
20. The Chairman of the Board of Directors shall have the power to cast a final deciding vote in the event of a tie and to veto decisions made by the Board of Directors.
21. The Board of Directors may make such rules and regulations covering its meetings as it may in its discretion determine necessary.
22. Vacancies for the said Board of Directors shall be filled by a vote of the majority of the Members or remaining members of the Board of Directors for the balance of the year.
23. The Chairman of the Organization by virtue of his/her office shall be Chairman of the Board of Directors. The Board of Directors shall select from within their number a Secretary.
24. A Director may be removed by a majority vote of the Members if sufficient cause exists for such removal. The existence of sufficient cause shall be determined by the Members. A member of the Board of Directors shall cease to be a member if:
  - a) he/she resigns by giving, in writing, at least seven clear days' notice to the Organization;
  - b) he/she dies;
  - c) he/she becomes bankrupt or makes any arrangement or composition with his creditors generally, or (being a company) goes into liquidation other than for the purposes of solvent reconstruction; or
  - d) if he/she otherwise ceases to qualify for membership on the Board of Directors under these Articles.

25. The Board of Directors may entertain charges against any Director. A Director may be represented by counsel upon any removal hearing.
26. If any Director fails to attend three meetings of the Board of Directors, either annual or special, in a row, then that Director shall automatically be removed from the Board of Directors and the Members or the remaining Board of Directors shall elect a Director to serve in his place the remainder of this term.
27. The first meeting of each newly elected Board of Directors shall be held without further notice immediately following the election, and at the same place, unless by unanimous consent of the Directors then elected and serving, such time or place shall be changed.
28. Regular meetings of the Board of Directors may be held without further notice at such time and place as shall from time to time be determined by the Board.
29. Special meetings of the Board of Directors may be called by the Chairman or Secretary on no less than one week nor more than 30 days' notice to each Director, either personally or by email, or by telegram; special meetings shall be called by the Chairman or Secretary in like manner and on like notice on the written request of Directors. Except as may be otherwise expressly provided by these Articles of Association, neither the business to be transacted at, nor the purpose of, any special meeting need be specified in a notice or waiver of notice.
30. At all meetings of the Board of Directors the presence of a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business and the act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors except as may be otherwise specifically provided by these Articles of Association. If a quorum shall not be present at any meeting of Directors, the Directors present may adjourn the meeting from time to time, without the notice other than announcement at the meeting, until a quorum shall be present.

### OFFICERS

31. The officers of the Organization shall be as follows. The officers shall engage in and be responsible for the activities stated below as instructed by and on behalf of the Members of the Organization. The Members of the Organization may, by a simple majority vote at either the Annual Membership Meeting or a Special Meeting of the Organization, remove and appoint officers of the Organization:
  1. Walter William Browning of Better In Belize, Water Hole Area, Cayo District, Belize, Chairman and Treasurer;
  2. Georgette Linda Mink of Better In Belize, Water Hole Area, Cayo District, Belize, Secretary.

32. The Chairman shall preside at all membership meetings. He/she shall by virtue of his/her office be Chairman of the Board of Directors.
33. The Chairman shall be present at each Annual Membership Meeting of the Organization and shall present the annual report of the work of the Organization.
34. The Chairman shall appoint all committees, temporary or permanent.
35. The Chairman shall see that all books, reports and certificates, as required by law, are properly kept or filed.
36. The Chairman may be one of the officers who may sign checks or drafts of the Organization.
37. The Chairman shall have such powers as may be reasonably constructed as belonging to the Chief Executive of any Organization.
38. The Secretary shall in the event of the absence or inability of the Chairman to exercise his office become acting Chairman of the Organization with all rights, privileges and powers of as if he/she had been duly elected Chairman.
39. The Secretary shall keep a minute and records of the Organization in appropriate books.
40. It shall be the Secretary's duty to file any certificate required by any statute, federal or state.
41. The Secretary shall give and serve all notices to Members of the Organization.
42. The Secretary shall be the official custodian of the records and seal of the Organization.
43. The Secretary may be one of the officers required to sign the checks and drafts of the Organization.
44. The Secretary shall present to the Membership any communication addressed to them as Secretary of the Organization.
45. The Secretary shall submit to the Board of Directors any communications which shall be addressed to them as Secretary of the Organization.
46. The Secretary shall attend to all correspondence of the Organization and shall exercise all duties incident to the office of the Secretary.
47. The Treasurer shall have the custody of all monies and monetary instruments belonging to the Organization and shall be solely responsible for such monies or securities of the Organization unless such responsibility is given to a professional service provided at the request of a simple majority of Members.
48. The Treasurer may be one of the officers who shall sign checks and drafts of the Organization.
49. The Treasurer shall render, at stated period as the Members or Board of Directors shall determine, a written account of the finances of the Organization and such report shall be physically affixed to the minutes of such meetings.
50. The Treasurer shall exercise all duties incident to the office of the Treasurer.
51. Officers shall by virtue of their office be members of the Board of Directors.



52. No officer shall for reason of his office be entitled to receive any salary or compensation, but nothing herein shall be construed to prevent an officer or Director for receiving any compensation from the Organization for duties other than as a director or officers.
53. The Members and officers of the Organization or the Board of Directors shall hire and fix the compensation of any and all employees which they in their discretion may determine to be necessary in the conduct of the business of the Organization.

#### **WINDING UP**

54. The Organization shall be dissolved by a special resolution of the unanimous vote of the Membership. On the dissolution of the Organization, any income or property that remains, after the payment or settlement of all debts outstanding, shall be transferred
- a) to an Organization or body with the same or similar objectives as this Organization and carrying restrictions as to the distribution of income and property in its Memorandum similar to the ones found in the Memorandum of Association of this Organization, and
  - b) if and so far as that cannot be done, then to some other charitable object.

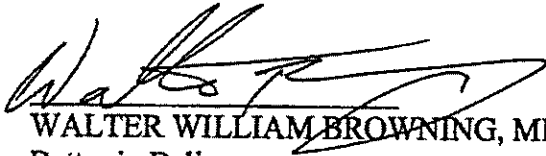
#### **INDEMNITY**

55. Every Director or other officer of the Organization shall be entitled to be indemnified out of the assets of the Organization against all losses or liabilities which he/she may sustain or incur in or about the execution of the duties of his/her office or otherwise in relation thereto, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Organization in the execution of the duties of his/her office or in relation thereto unless proven to be a product of gross negligence or illegal activity.

#### **AMENDMENTS**

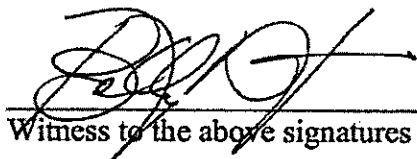
56. These Articles may be altered, amended, replaced or added to by an affirmative vote not less than two-thirds of the Members.

NAMES, ADDRESSES AND DESCRIPTION OF MEMBERS



WALTER WILLIAM BROWNING, MEMBER  
Better in Belize  
Waterhole Area, Cayo District  
Belize

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

  
Witness to the above signatures

**BELIZE**

A Certified True Copy

THE COMPANIES ACT

CHAPTER 250 OF THE

LAWS OF BELIZE

REVISED EDITION, 2011

**COMPANY LIMITED BY GUARANTEE**

**MEMORANDUM OF ASSOCIATION**

OF

**BETTER IN BELIZE HOMEOWNERS ASSOCIATION**

For Registrar of Companies and Corporate Affairs  
Belize Companies and Corporate Affairs Registry  
Date: 21/03/2022



1. The name of the Organization is **BETTER IN BELIZE HOMEOWNERS ASSOCIATION**.

2. The registered office of the Organization will be situated at Better in Belize, Waterhole Area, Cayo District, Belize.

3. The objects for which the Organization is established are:

(1) To manage the residential real estate development named Better in Belize on behalf of the registered Proprietors.

(2) To work together with any organization sharing similar or comparable objectives.

(3) To do all other things (whether similar to the foregoing or not) deemed necessary, convenient or expedient to the accomplishment of any and all of the objects aforesaid.

(4) To acquire and hold property, either real or personal, for the Organization's purposes.

(5) To receive and accept gifts of money and property and to hold the same for any of the purposes of the Organization and its work.

(6) To raise and assist in raising funds for the purposes herein set forth, including the issuance of bonds or other instruments of credit.

(7) To acquire, hold, own, sell, assign, transfer, mortgage, pledge, or otherwise dispose of shares of capital stock, bonds, obligations or other securities of other corporations, domestic, or foreign, as investments or otherwise, in carrying out any of the purposes of the Organization and,

while the owner thereof, to exercise all rights, powers and privileges of ownership, including the power to vote thereon.

(8) To purchase, take on lease or in exchange, hire or otherwise acquire any real and personal estate which may be deemed necessary or convenient for any of the purposes of the Organization, PROVIDED that in the case of the Organization shall desire to hold more land than the law shall for the time being permit it to hold without the license of the Minister of Natural Resources, such license shall be obtained.

(9) To construct, maintain, and alter any houses, buildings or works necessary or convenient for the purpose of the Organization.

(10) To take any gift of property, whether subject to special trust or not, for anyone or the objects of the Organization.

(11) To take such steps by personal or written appeals, public meetings, or otherwise, as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Organization in the shape of donations, annual subscriptions or otherwise.

(12) To print and publish any newspapers, periodicals, books or leaflets that the Organization may think desirable for the promotion of its objects.

(13) To sell, manage, lease, mortgage, dispose of, or otherwise deal with all or any part of the property of the Organization.

(14) To borrow and raise money in such manner as the Organization may think fit.

(15) To invest the monies of the Organization, not immediately required for this purpose, in or upon such investments, securities, or property as may be thought fit, subject nevertheless to such contents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided.

(16) To undertake and execute any trust or any agency business which may seem directly or indirectly conducive to any of the objects of the Organization.

(17) To subscribe to any local or other charities, and to grant donations for any public purposes, and to provide a superannuation fund for the employees and officers of the Organization, or otherwise to assist any such employees and officers, their widows and children.

(18) To establish and support and to aid in the establishment and support of any other organization formed for all or any of the objects of the Organization.

(19) To amalgamate with any companies, institutions, societies or associations having objects altogether or in part similar to those of this Organization.

(20) To purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the companies, institutions, societies or associations with which this Organization is authorized to amalgamate.

4. The income and property of the Organization, howsoever derived, shall be applied solely towards the promotion of the objects of the Organization as set forth in this Memorandum of Association, and no portion thereof shall be paid or transferred directly or indirectly by law of dividend, bonus or otherwise howsoever by way of profits to the Members of the Organization. PROVIDED that nothing herein shall prevent the payment in good faith, of reasonable and proper remuneration to any employee or officer of the Organization, or to any Member of the Organization in return for any services actually rendered to the Organization, nor prevent the payment of interest at a rate not exceeding ten percent per annum on money lent, or reasonable and proper rent for premises demised or let by any member to the Organization.

5. No addition, alteration or amendment shall be made to or in the provision of the Memorandum or Articles of Association from the time being in force, unless the same shall have been previously submitted to and approved by the Minister of Finance.

6. The fourth paragraph of this Memorandum contains conditions to which a license granted by the Ministry of Finance to the Organization in pursuance of Section 20(1) of the Companies Act, Chapter 250 in subject.

7. The liability of the Members is limited.

8. Every member of the Organization undertakes to contribute to the assets of the Organization, and in the event of the same being wound up for which he/she is a Member or within one year after he/she ceases to be a Member, or for payment of the debts and liabilities of the Organization contracted before he/she ceases to be a Member, and of cost, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amounts as may be required not exceeding fifty dollars (\$50.00).

9. If upon the winding up or dissolution of the Organization there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Organization, but shall be given or transferred to some other institution or institutions, having objects similar to the objects of the Organization, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Organization under or by virtue of the Clause 4 hereof, such institution or institution to be determined by the Members of the Organization at or before the time of dissolution, and if and so far as effect cannot be given to such provision then to some charitable objects.


10. We, the several persons whose names and addresses are subscribed, are desirous of being formed into a company, in pursuance of this Memorandum of Association.

NAMES, ADDRESSES AND DESCRIPTION OF MEMBERS



WALTER WILLIAM BROWNING, MEMBER  
Better in Belize  
Waterhole Area, Cayo District  
Belize

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

  
\_\_\_\_\_  
Witness to the above signatures

[View this email in your browser](#)



**Hello lot owner,**

The elected BIB POA Board would like to remind all lot owners that there is no legal basis whatsoever for Walter Browning to take over the community's POA. Currently, the BIB POA Board has only received from Walter Browning one email in which he declared himself in control. The BIB POA Board will not turn over the Association on the basis of someone's self-proclaimed authority, especially someone who owes the BIB POA over US\$200,000 in past due POA fees.

The Board urges all lot owners to ignore any communications from Walter Browning or his associates on this matter. In the meantime the current legally elected board and committee members will continue with the work of maintaining the community.

Thank you,

**BIB POA Board**

**Kathie Miller, President**

**Cyndi Lauricella, Vice President**

**Beth Weary, Treasurer**

**Marcia SickelSmith, Secretary**

**Melissa Freedman, Member At Large**



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**ATTACHMENT** Annex 31

Hello Lot Owner,

On May 11, 2022 Walter Browning sent an email to a select set of lot owners. This email contained multiple misconceptions that we would like to address.

1) Mr. Browning claimed that:

"...monies are managed and spent by the former [sic] Board does [sic] not conform with the contractual obligations under the sales agreement with property owners nor the covenants included in the Deeds of Conveyance..." and that "spending has not been sanctioned by the Community Members or the BIB Company [sic] Ltd".

The rules governing the operation of the BIB POA are clearly described in the [Bylaws](#), which clearly state that:

- The affairs of the Association shall be managed by a Board of Directors.
- The Board of Directors shall have power: "to establish, levy, and collect the assessments necessary to operate the Association.

Mr Browning claimed that "there should be... a budget approved by community members". The budgeting process, again, is prescribed by the [Bylaws](#):

- The [BIB POA] Treasurer... shall prepare an annual budget.
- The Board of Directors shall adopt a budget for each fiscal year, which shall contain estimates of the cost of performing the functions of the Association, and shall levy an annual assessment based thereon against each Lot subject to assessment.

The [Bylaws](#) state that: the Board creates and votes on the budget. The current Board, and all previous Boards, have always welcomed community input in the process, but it is the Board, not the community members that vote on the budget. This is not something new. This has been the process since the formation of the BIB POA. Also, please note that POA Fees have been declining over the past few years and are far lower than when BIB Ltd ran the community.

We suspect that Mr. Browning does not like the BIB POA [Bylaws](#) because the [Bylaws](#) also state that only owners who do not owe any past due HOA fees or fines can vote in BIB POA Board elections. Since the majority of lots owned by BIB Ltd owe past due HOA fees, those lots are not allowed to vote. Therefore, Walter Browning and BIB Ltd are not able to control the BIB POA Board by following the rules.

2) Mr. Browning stated that there has been:

"...unnecessarily aggressive and threatening behavior by the former [sic] Board of the POA towards several members of the community, Mr. Tremolay, Remax, Belize Mountain [sic] Resort, and BIB Ltd".

The Board has not been "aggressive or threatening" towards anyone. The BIB POA Board has never emailed Remax. The Board has turned all past due accounts in excess of US\$50 over to a collections agency. BIB Ltd currently owes the BIB POA in excess of US\$300,000 in past due HOA fees. Perhaps, Mr. Browning feels threatened by the prospect of BIB Ltd actually having to pay their fair share of HOA fees?

3) Mr. Browning claimed that during an online meeting, the:

"... formal [sic] board wanted to hijack the meeting and make it about their personal issues and attack individuals."

Although there were individual Board members who as lot owners, were displeased with Mr. Browning's attempted takeover of our community, they were acting as individual lot owners, not as the BIB POA Board.

4) Mr. Browning claimed that "cease orders" were delivered to the POA Board members. Only two of the five Board members were served these letters. One additional community member who has not been part of the BIB POA Board for well over a year was also sent this letter. We would hope that Mr. Browning and his attorney would have done their due diligence and had only sent these letters which threatened "imprisonment in Belize and your home country" to actual Board members.

5) Mr. Browning claimed that:

"After several attempts to have the POA work with the professionals and allow a financial audit and management audit with no success, we had to turn it over to the legal and financial investigation."

The BIB POA has only received the one initial email from Mr. Browning on December 30, 2021 where he proclaimed for himself the ability to rescind the 2016 [Assignment Of Authority](#). The BIB POA Board has not received any further emails from Mr. Browning or any of his agents. One individual lot owner had emailed the Board requesting financial records. The Board informed the lot owner of the [rules](#) regarding documentation requests, which follow the requirements spelled out in the [Bylaws](#). These rules adhere to owner privacy requirements and general anti-fraud practices. The Board never heard back from the lot owner.

The BIB POA is currently run by volunteers. By performing these tasks as volunteers, we save the community money. We can certainly hire outside consultants and management companies to run the community, but this will result in higher POA fees. Currently, it is only Mr. Browning who is clamoring to hire all those outside consultants. If the community at large would like the BIB POA to hire consultants and managers to run the community, we can certainly discuss this, however, this will mean significantly higher POA fees.

The BIB POA [does not recognize](#) Walter Browning's claim of dissolving the BIB POA. We will continue to do everything legally within our power to defend the BIB POA and the Better in Belize community.

Thank you,  
BIB POA Board

