The Red and Green is what is contained in the 2007 Clarification Amendment recorder in 2007. Note; that the PUD maps only mentions that the Wildridge Master declaration controls the PUD.

The Red lettering is what is in the original 2001 Beaver Creek Point Association Declaration

The Green lettering is the Clarifications which were made

2001 Beaver Creek Point Association

This document states the clarification to the Covenants of the Association discussed during the October 13, 2006 meeting of the Association and formally adopted at the December 29, 2006 meeting of the Association. This document is recorded with the County Clerk, becomes part of the official documents of the Association.

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Article XI, Section 11.5 the existing governing documents state:

Section 11.5 *Apportionment of Annual Assessments*

Each owner shall be responsible for that Owner's share of the Common Expenses, which shall be divided among the Residential Units on the basis of the Sharing Ratios in effect on the date of assessment, subject to the following provisions. All expenses (including, but not limited to, costs of maintenance. repair, and replacement) relating to fewer than all of the Residential Units to the extent not covered by insurance shall be borne by the Owners of those affected Residential Units only. The formula establishing Sharing Ratio is an equal allocation among all Residential Units.

Clarification

It was agreed that each homeowner will be responsible for his/her own repairs. Pending repairs that were discussed during the meeting were roof repairs and deck repair... Homeowners responsibilities includes finding a contractor, determining scope of work and paying for the repairs. The Association does not need to **be** involved unless the owner is proposing a change that requires the Association's approval as identified elsewhere in the Declaration of Covenants.

It was agreed that the **costs** for the landscaping, snow removal and driveway continue to be the responsibility of the Association and costs will be shared according to the Sharing Ratio which is an equal allocation among all Residential units.

Units. (As described in Section 9.1 8.)

Section 9.1 A. **the existing governing documents state:**

Subject to the insurance responsibilities set forth in Article X below, the Association shall maintain the exterior of all Residences, which shall include and but not be limited to, painting of the exterior (including decks and porches), but shall exclude any window washing. repair or replacement, unless any of the foregoing are covered by an Owner's insurance.
{etc.)

In the past, when the houses have needed to be painted and stained, the homeowners have shared in an equal allocation of the cost.

In the future, the homeowners would continue to have the Association arrange for the painting and staining of the houses and to pay the cost. However, each homeowner will be allocated their actual cost based on the accepted painting and staining proposal. This allocation will provide for the differences in the sizes of the houses and therefore for the difference in costs.

If the reserve funds are withdrawn for this expense, those funds will be allocated equally to each homeowner. This reflects the fact that each homeowner is paying into the reserves on an equal basis.

Example, using only two (vs. all five) houses:

Painting is required and a contractor is selected. Based on the contract:

#1 house costs $5,000

#2 house costs $6,000

Reserves and/or the annual budget fund are used to cover $4,000 of the costs for each house.

#1 house will pay the association an additional $1,000.

#2 house will pay the association an additional S2,000.

The association representative will manage and pay the contractor from the association funds.