

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
PROMONTORY POINT SOUTH AT HIGHLAND MEADOWS
(A Common Interest Community)**

Association:	Promontory Point South at Highland Meadows Association, a Colorado nonprofit corporation
Type of Community:	Common Interest Planned Community

THIS NEIGHBORHOOD IS PART OF THE HIGHLAND MEADOWS COMMON INTEREST COMMUNITY, AND IS ALSO SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIGHLAND MEADOWS RECORDED WITH THE CLERK AND RECORDER OF LARIMER COUNTY, COLORADO ON NOVEMBER 17, 1998 AT RECEPTION NO. 98101021. THIS SUPPLEMENTAL DECLARATION SHOULD BE READ IN CONJUNCTION WITH THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIGHLAND MEADOWS.

TABLE OF CONTENTS

1. - Definitions	1
1.1 - General.....	1
1.2 - Act	1
1.3 - Assessments.....	2
1.4 - Association	2
1.5 - Bylaws	2
1.6 - Common Expense Assessment.....	2
1.7 - Common Interest Community	2
1.8 - Declaration.....	2
1.9 - Executive Board	2
1.10 - Fines.....	2
1.11 - Guidelines.....	2
1.12 - Improvements	2
1.13 - Lot or Lots	3
1.14 - Master Association	3
1.15 - Master Declaration.....	3
1.16 - Member.....	3
1.17 - Mortgagee.....	3
1.18 - Neighborhood	3
1.19 - Neighborhood Architectural Review Committee or Neighborhood ARC ...	3
1.20 - Neighborhood Assessments.....	3
1.21 - Neighborhood Expenses	3
1.22 - Neighborhood Special Assessments.....	3
1.23 - Owner or Lot Owner.....	3
1.24 - Person	4
1.25 - Plat.....	4
1.26 - Property.....	4
1.27 - Residence.....	4
1.28 - Residential Use.....	4
1.29 - Rules and Regulations	4
1.30 - Security Interest	4
1.31 - Special Assessments	4
1.32 - Town.....	4
2 - Submission of Property.....	4
2.1 - Declaration.....	4
2.2 - Plat and Final Development Plan	5
2.3 - Master Declaration.....	5
3 - Neighborhood	5
3.1 - Name.....	5
3.2 - Association	5
3.3 - Planned Community	5
3.4 - County.....	5
3.5 - Legal Description.....	5

3.6 - Boundaries of Lots.....	5
3.7 - Recording Data	5
4 - Association and Master Association.....	5
4.1 - Powers, Authority and Responsibility	5
4.2 - Membership and Allocation of Votes.....	6
4.3 - Master Association	6
4.4 - Association Service Provided by Master Association	7
5 - Maintenance.....	7
5.1 - Association Responsibility	7
5.2 - Owner Responsibility	8
5.3 - Additional Maintenance and Services	8
5.4 - Association's Right to Perform Work	9
5.5 - Association's Easement to Perform Work.....	9
5.6 - Utilities	9
5.7 - Damage by Owner	9
6 - Assessments.....	9
6.1 - Common Expense Assessments and Special Assessments	9
6.2 - Neighborhood Assessments.....	9
6.3 - Individual Assessments	10
6.4 - Allocation of Assessments.....	10
6.5 - Statement of Neighborhood Assessments	10
6.6 - Personal Obligations	11
6.7 - Default	11
6.8 - Homestead	11
6.9 - No Offsets.....	12
7 - Neighborhood Architectural Review Committee	12
7.1 - Guideline and Neighborhood Architectural Review Committee.....	12
7.2 - Neighborhood ARC Membership.....	13
7.3 - Neighborhood ARC Operation	13
7.4 - Neighborhood ARC Approval.....	13
7.5 - Neighborhood ARC Discretion and Variances.....	14
7.6 - Binding Effect.....	14
7.7 - Expenses and Fees	15
7.8 - Limitation of Liability	15
7.9 - Enforcement.....	15
8 - Use Restrictions.....	16
8.1 - General Restriction	16
8.2 - Residential Use	16
8.3 - Nuisance and Waste.....	16
8.4 - Hazardous Activities.....	16
8.5 - Child and Adult Daycare Facilities.....	16
8.6 - Storage	16
8.7 - Play Equipment.....	16
8.8 - Rentals	17
8.9 - Rules and Regulations	17

8.10 - Garage Conversions.....	17
8.11 – Solicitation Postings.....	17
9 - Insurance.....	17
9.1 - Public Liability Insurance.....	17
9.2 - Workmen’s Compensation and Employer’s Liability Insurance.....	17
9.3 - Fidelity Bonds.....	17
9.4 - Directors’ and Officers’ Liability Insurance.....	17
9.5 - Other Insurance.....	17
9.6 - Premiums.....	17
10 - Miscellaneous Provisions.....	17
10.1 - Enforcement/Attorneys’ Fees.....	17
10.2 - Severability.....	18
10.3 - Dispute Resolution Between the Association and the Master Association....	18
10.4 - Duration.....	18
10.5 - Amendment.....	18
10.6 - Notice.....	19
10.7 - Waiver.....	19
10.8 - Limited Liability.....	19
10.9 - Disclaimer Regard Security.....	19
10.10 - Incorporation of Recitals.....	19
EXHIBIT A - Description of Property.....	22
EXHIBIT B - Easements and Licenses.....	23

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
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FOR
PROMONTORY POINT SOUTH AT HIGHLAND MEADOWS
(a Common Interest Community)**

This Supplemental Declaration of Covenants, Conditions and Restrictions for Promontory Point South at Highland Meadows (a Common Interest Community) ("Declaration") shall be effective as of the date it is recorded with the Larimer County Clerk and Recorder.

Recitals

A. The Property is a Neighborhood (defined below) of single family residences within the Highland Meadows Common Interest Community.

B. In addition to being subject to this Declaration, the Property is subject to the Declaration of Covenants, Conditions and Restrictions for Highland Meadows (the "Master Declaration") recorded with the Clerk and Recorder of Larimer County, Colorado on November 11, 1998 at Reception No. 98101021.

C. The board of directors of the Highland Meadows Community Master Association (the "Master Association") and the members of the Promontory Point South Neighborhood within the Master Association desire to create a common interest community on the Property, pursuant to the Colorado Common Interest Ownership Act, C.R.S. §38-33.3-101, et seq., as it may be amended from time to time ("Act"), in which authority to manage the affairs of the Neighborhood is transferred to the Association. This Declaration is intended to supplement the Act. In the event of any conflict between the provisions of this Declaration and mandatory provisions of the Act, the Act, including all amendments to the Act, shall prevail.

D. The Master Association has caused or will cause the Promontory Point South at Highland Meadows Association, a Colorado nonprofit corporation ("Association"), to be organized as a nonprofit corporation under the laws of Colorado for the purpose of performing the functions set forth in this Declaration and provided for in the Act.

1. DEFINITIONS

1.1 General. The following sections define words and phrases which, as used in this Declaration, have the meaning set forth below. In addition, applicable definitions contained in the Act when used herein, have the meaning set forth in the Act except to the extent the Act allows a Declaration to define the same in a different way and this Declaration does so. Other terms in this Declaration may be defined in specific provisions of the Declaration and shall have the meaning assigned by such definition. Defined words and phrases, including both those defined in this Declaration and those defined in the Act, are indicated in this Declaration by capitalizing the first letter of a defined word or of each word in a defined phrase.

1.2 Act. "Act" means the Colorado Common Interest Ownership Act as the same may be amended from time to time.

1.3 Assessments. "Assessments" means all Common Expense Assessments, Special Assessments, Neighborhood Assessments and any other assessments of the Association and the Master Association provided for in this Declaration or in the Master Declaration.

1.4 Association. "Association" means the Promontory Point South at Highland Meadows Association, a Colorado nonprofit corporation.

1.5 Bylaws. "Bylaws" means the bylaws adopted by the Association, as amended from time to time.

1.6 Common Expense Assessment. "Common Expense Assessment" means all assessments (other than Neighborhood Assessments and Neighborhood Special Assessments) made by the Master Association under the Master Declaration.

1.7 Common Interest Community. "Common Interest Community" means all real property subject to the Master Declaration.

1.8 Declaration. "Declaration" means this Supplemental Declaration of Covenants, Conditions and Restrictions for Promontory Point South at Highland Meadows (a Common Interest Community) and any recorded instruments however denominated that create this Neighborhood and also including, without limitation, the Plats of the Property recorded with the Clerk and Recorder of Larimer County, Colorado, together with any amendments, supplements and replats to such documents.

1.9 Executive Board. "Executive Board" means the Association's Board of Directors.

1.10 Fines. "Fines" means any monetary penalty imposed by the Executive Board against a Lot Owner because of a violation of this Declaration, the Guidelines, the Articles of Incorporation of the Association, its Bylaws or the Rules and Regulations, by such Lot Owner, a member of the Lot Owner's family or a tenant or guest of the Lot Owner or a member of a family of a tenant of a Lot Owner.

1.11 Guidelines. "Guidelines" means the Promontory Point South Architectural and Landscaping Guidelines for the Neighborhood, as adopted by the Master Association, March 13, 2018, subject to this Declaration, as adopted and amended from time to time by the Executive Board.

1.12 Improvements. "Improvements" means any of the following located or occurring on any Lot: Residences, buildings, structures, fences, walls, hedges, plantings, landscaping, "yard art" (including, without limitation, all statues, decorative pieces and other pieces of art located in the yard area of any Lot which are intended to remain in place longer than typical holiday period decorations; holiday period decorations which are in place for less than six weeks are specifically excluded from this definition of Improvements), lighting, poles, driveways, parking areas, sidewalks, patios, decks, signs, changes in any exterior color or shape, excavation and site work, removal of trees or plantings, and any new exterior construction or exterior improvement on a Lot which may not be included in the foregoing. The term "Improvements" does not include repair or replacement of any existing feature of the Lot, including, but not limited to, turf repair or replacement, shrub repair or

replacement, or tree repair or replacement of a magnitude which does not change exterior appearance and which essentially restores the Lot's status quo. The term "Improvements" does include both original improvements and all later changes and improvements on a Lot.

1.13 Lot or Lots. "Lot" or "Lots" means a physical portion of the Property which is designated for separate ownership or occupancy, and the boundaries and identifying number of which are described in or determined from a declaration and a plat. "Lot" or "Lots" have the same meaning as the words "Unit" and "Units".

1.14 Master Association. "Master Association" means the Highland Meadows Community Master Association, a Colorado nonprofit corporation.

1.15 Master Declaration. "Master Declaration" means the Declaration of Covenants, Conditions and Restrictions for Highland Meadows recorded with the Clerk and Recorder of Larimer County, Colorado on November 11, 1998 at Reception No. 98101021 together with all amendments and supplements.

1.16 Member. "Member" means the Person, or if more than one, all Persons collectively, who constitute the Owner of a Lot. A "Member" shall be a member of both this Association and the Master Association.

1.17 Mortgagee. "Mortgagee" means any Person who has a Security Interest in a Lot and who has provided written notice of such interest to the Association

1.18 Neighborhood. "Neighborhood" means the Property subject to this Declaration. The Neighborhood consists of Residences. The Neighborhood is a constituent common interest community which is part of the overall Highland Meadows Common Interest Community.

1.19 Neighborhood Architectural Review Committee or Neighborhood ARC. "Neighborhood Architectural Review Committee" or "Neighborhood ARC" means the committee established for this Neighborhood as provided in **Article 7** and any other applicable provisions of this Declaration.

1.20 Neighborhood Assessments. "Neighborhood Assessments" means those assessments made by the Association as described in **Article 6** below.

1.21 Neighborhood Expenses. "Neighborhood Expenses" means expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves.

1.22 Neighborhood Special Assessments. "Neighborhood Special Assessments" means assessments for needs as described in **Article 6.2**.

1.23 Owner or Lot Owner. "Owner" or "Lot Owner" means the Person who owns a Lot but does not include a Mortgagee or other Person having an interest in a Lot solely as security for an obligation.

1.24 Person. "Person" means any natural person, corporation, partnership, limited liability company, governmental entity, association, trust, or any other entity or combination thereof.

1.25 Plat. "Plat" or "Plats" mean collectively the plats of the Property recorded with the Clerk and Recorder of Larimer County, Colorado, and all recorded amendments, corrections and replats together with any subsequently recorded plats of real estate which becomes part of the Common Interest Community.

1.26 Property. "Property" means the real property described on **Exhibit A**.

1.27 Residence. "Residence" means a single-family residential dwelling constructed on a Lot.

1.28 Residential Use. "Residential Use" means use for dwelling or recreational purposes but does not include Lots primarily used for commercial income from, or service to, the public.

1.29 Rules and Regulations. "Rules and Regulations" means any instruments, however denominated, which are adopted by the Association for the regulation and management of the Common Interest Community, including any amendment to those instruments. The term "Rules and Regulations" specifically includes the Association's Guidelines.

1.30 Security Interest. "Security Interest" means an interest in real estate or personal property created by contract or conveyance which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in an association, and any other consensual lien or title retention contract intended as security for an obligation.

1.31 Special Assessments. "Special Assessments" means the assessments for capital improvements described in **Article 9.3** of the Master Declaration.

1.32 Town. "Town" means the Town of Windsor, Colorado.

2. SUBMISSION OF PROPERTY

2.1 Declaration. The Property shall be held, sold, conveyed, transferred, leased, subleased, and occupied subject to the easements, covenants, conditions, and restrictions in this Declaration which are for the purpose of protecting the value and desirability of the Property, and which shall run with the land and shall be binding upon and inure to the benefit of all parties having any right, title, or interest in the Property or any portion thereof, their heirs, personal representatives, successors, and assigns. Additionally, the Property is submitted to the provisions of the Act. To the extent this Declaration is silent on a matter covered by the Act, it is intended that the provisions of the Act apply. In the event the Act is repealed, the Act as it was in effect on the effective date of such repeal shall remain applicable.

2.2 Plat and Final Development Plan. In addition, the Property shall be subject to the restrictions appearing on the Plat and contained in the Final Development Plan for the Property (“Final Development Plan”) on file with the Town.

2.3 Master Declaration. Furthermore, the Property shall be held, sold, conveyed, transferred, leased, subleased and occupied subject to the easements, covenants, conditions and restrictions in the Master Declaration, which are for the purpose of protecting the value and desirability of the Property, and which shall run with the land and shall be binding upon and inure to the benefit of all parties having any right, title, or interest in the Property or any portion thereof, their heirs, personal representatives, successors or assigns. This Declaration is a Supplemental Declaration under **Article 10.4** of the Master Declaration. The Property is a designated Neighborhood of Residences within the Highland Meadows Common Interest Community. To the extent not inconsistent with this Declaration, the provisions of the Master Declaration are incorporated in this Declaration by reference. In the event of any inconsistency between the Master Declaration and this Declaration, the terms of this Declaration shall control as to the Neighborhood.

3. NEIGHBORHOOD

3.1 Name. The name of this Neighborhood is Promontory Point South at Highland Meadows.

3.2 Association. The name of the Association is Promontory Point South at Highland Meadows Association.

3.3 Planned Community. The Neighborhood is a planned community that consists of Residences.

3.4 County. The name of every county in which any part of the Neighborhood is situated is Larimer County, Colorado.

3.5 Legal Description. The legal description of the Property included in the Neighborhood is set forth in attached **Exhibit A**.

3.6 Boundaries of Lots. The boundaries and the identifying number of each existing Lot are set forth on the Plat of the Property.

3.7 Recording Data. All easements and licenses to which the Neighborhood is presently subject are listed on **Exhibit B**, attached and incorporated by reference.

4. ASSOCIATION AND MASTER ASSOCIATION

4.1 Powers, Authority and Responsibility. The Association shall manage the business and affairs of the Neighborhood. To manage the Neighborhood business and affairs, the Association shall have and may exercise with regard to the Neighborhood all powers and authority of a lot owner’s association under the Act (specifically including (i) the power to adopt and amend budgets for revenues, expenditures, and reserves and collect Neighborhood Assessments for Neighborhood Expenses from the Owners of Lots within the Neighborhood; and (ii) the power to assign its right to

future income, including the right to receive Neighborhood Assessments, provided the Association determines that such assignment will not impair the ability of the Association to perform its duties under this Declaration). The Association may adopt Rules and Regulations. Additionally, the Association, acting through its Executive Board, shall have the power, after notice and an opportunity to be heard, to levy reasonable Fines and penalties for violations of any provision of this Declaration, the Bylaws and Rules and Regulations. The remedies for collection of any such Fines and penalties shall be as provided in **Article 6** below.

The Association shall be solely responsible for the following:

- A. Setting and approving the annual budget and assessments for the Association;
- B. Setting adequate reserves for the Association;
- C. Billing Association members for annual dues;
- D. Establishing Association bank accounts;
- E. Paying all Association expenses;
- F. Contracting with service vendors, including, but not limited to, landscape, snow removal and trash collection;
- G. Preparing and filing Association tax returns;
- H. Keeping and providing to Association members an accounting of all Association income and expenses;
- I. Establishing and enforcing Association operating and governing rules, regulations and policies;
- J. Establishing and enforcing Association architectural guidelines;
- K. Filing the annual Association Periodic Report with the Colorado Secretary of State; and
- L. Maintaining the Association's registration with DORA.

4.2 Membership and Allocation of Votes. All Lot Owners shall be Members of the Association. The Association shall have one class of membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership. Each Lot shall be allocated one vote in the Association. Each Lot shall also be allocated one vote in the Master Association. When more than one Person holds a membership interest in any Lot, all such Persons shall be Members of the Association. The votes for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

4.3 Master Association. All Common Interest Community-wide matters shall be managed by the Master Association. The Master Association shall have all of the powers and authority permitted pursuant to the Act necessary and proper to manage the business and affairs of the Common Interest Community. These powers specifically include, but are not limited to, the power to adopt and amend budgets for revenues, expenditures and reserves and collect the Assessments as provided in the Master Declaration. However, the Master Association shall not operate as the exclusive Lot Owner's Association with respect to any Lot in this Neighborhood. The business and affairs of this Neighborhood shall be handled by the Association. As provided in the

Master Declaration, all Lot Owners shall be Members of the Master Association in addition to being Members of the Association.

Should the Master Association's Board of Directors decide to make physical changes to the Master Association's Common Area, or any installation that would affect the view of one or more Owners within the Association, the Master Association's Board of Directors shall request input from the Association's Board of Directors.

4.4 Association Services Provided by Master Association. At any time, following approval by the Association Executive Board and the Master Association Executive Board, the Association may enter into a written agreement with the Master Association for the Master Association to perform any services or other obligations which are the Association's responsibility under this Declaration. The costs incurred by the Master Association in performing the Association's services or other obligations, together with any reasonable administrative fee, shall be assessed as Neighborhood Assessments under Article 6.2 below.

5. MAINTENANCE

5.1 Association Responsibility. The Association shall be responsible for routine services as defined below. The cost of these services shall be a Neighborhood Expense.

5.1.1 Snow Removal. The Association shall remove snow as reasonably necessary from sidewalks on any Lot, the driveways on any Lot, and any walkway leading from the door of the Residence to the adjacent street or driveway located on the Lot. Each Owner is responsible for snow removal from all other areas of the Lot for which the Association does not have responsibility specifically including, without limitation, decks, porches, courtyards and patio areas. The Executive Board shall determine the minimum snow depth level which will require snow removal to be performed by the Association.

5.1.2 Yards. The Association shall provide the following maintenance for the yard area of each Lot:

5.1.2.1 Lawn mowing, fertilizing and weed control of the turf.

5.1.2.2 Fall leaf cleanup.

5.1.2.3 Spring yard cleanup.

5.1.2.4 Periodic pruning of shrubs and bushes in the front yard.

5.1.2.5 Spring activation of the irrigation system including initial head and nozzle adjustments and replacements. All controllers will be set for optimum spring-time watering. Inoperative controllers will be repaired or replaced throughout the growing season.

5.1.2.6 Irrigation systems will be winterized in the fall.

5.1.3 Trash. The Association shall provide periodic trash and recycling services.

5.2 Owner Responsibility. Maintenance, repair and replacement on all portions of the Residence, including decks, patios, porches, window wells, all driveways and sidewalks serving the Residence, and all Owner installed items shall be the responsibility of the Owner. Owners may install landscaping and other features subject to review and approval in accordance with **Article 7** of this Declaration and the Promontory Point South Architectural and Landscape Guidelines in a manner considered acceptable to the Executive Board, and in the manner which complies with this Declaration, the Guidelines, the Master Association Rules and Regulations. All Owner maintenance shall satisfy Neighborhood standards and architectural guidelines.

Specifically included Owner responsibilities shall be as follows:

5.2.1 Weed control in Owners' rocked or mulched beds.

5.2.2 Maintenance, repair and replacement of damaged or dead shrubs, trees and turf.

5.2.3 Maintenance, repair and replacement of rocks, mulch, cloth or other weed barriers, and borders of beds.

5.2.4 All repairs and maintenance of landscaping within any enclosed or walled areas.

5.2.5 Irrigation clock or sprinkler head adjustments after initial startup.

5.2.6 Repair and replacement of all sprinkler components, excluding nozzles and sprinkler heads, which the Association will repair or replace. Drip lines and spaghetti lines, either above or below the ground, are the Owners' responsibility to repair or replace. Emitters, like nozzles, will be replaced by the Association. Lifting of sprinkler heads are the Owners' responsibility.

5.2.7 Additional pruning not cover by the landscaping contract in effect at the applicable time.

5.2.8 All other landscaping and irrigation repairs and maintenance, and any maintenance on the Lot not specified in this Declaration is Owner Responsibility.

Any disagreements regarding maintenance responsibility shall be brought before the Executive Board.

5.3 Additional Maintenance and Services. Notwithstanding any other provision herein, the Executive Board may, at any time and from time to time, determine that the Association shall provide new or additional landscaping, snow removal or trash collection services. The Association may provide such additional services, provided such additional services do not result in an increase in Assessments, upon the approval of a majority of the Executive Board.

5.4 Association's Right to Perform Work. In the event any Owner shall fail to satisfactorily perform any maintenance, repair or replacement obligations of such Owner, the Association may give written notice to the Owner of the work required to be performed, and, if such failure to perform the work continues for a period of 30 days after such notice has been given, the Association may enter upon the Lot and perform the necessary maintenance, repairs or replacements. The cost of any such maintenance, repair or replacement shall be the obligation of the Owner and shall be added to and become a part of the Neighborhood Assessment to which the Lot is subject and the Association shall have a lien to secure such Neighborhood Assessment as provided by the Act and this Declaration.

5.5 Association's Easement to Perform Work. The Association shall have an easement across and upon each Lot permitting the Association, its agents, employees and independent contractors to enter upon the Lot as reasonably necessary in order to perform any work required of the Association under this Declaration. All persons performing such work shall use their best efforts to minimize interference with the Lot Owner's use and enjoyment of the Lot when performing such work.

5.6 Utilities. The Owners shall pay all utility charges (including, without limitation, water, sewer, gas, electricity, telephone and other telecommunications) for their individual Lots.

5.7 Damage by Owner. Notwithstanding anything to the contrary contained in this Declaration, in the event any need for Association maintenance, repair or replacement referenced above is caused by any act or omission of an Owner or a member of such Owner's family, or a guest, invitee or tenant of an Owner or a member of such tenant's family, the cost of such maintenance, repair or replacement, to the extent not covered by Association insurance, shall be the personal obligation of such Owner, and any costs, expenses and fees incurred by the Association for the same shall be assessed to such Owner as part of the Owner's Neighborhood Assessment in **Article 6.2** below.

6. ASSESSMENTS

6.1 Common Expense Assessments and Special Assessments. Annual Common Expense Assessments and Special Assessments shall be levied, collected, accounted for and used by the Master Association as provided in the Master Declaration. All Assessments levied against the Lots by the Master Association under the Master Declaration are in addition to the Neighborhood Assessments referenced below.

6.2 Neighborhood Assessments. The Association, through its Executive Board, shall levy assessments ("Neighborhood Assessments") against Lots within the Neighborhood for (a) the purposes of promoting the health, safety and welfare of the Lot Owners, (b) funding the Association's maintenance, repair and replacement obligations set forth in **Article 5** above, (c) such other management, improvement, maintenance, repair and replacement expenses relating exclusively to the Neighborhood, (d) funding other services provided by the Association to Lot Owners, (e) providing for reserves, and (f) providing for all other Neighborhood Expenses incurred by the Association in performing its duties under this Declaration and the Act. The assessment year shall be January 1 to December 31, unless a different fiscal year is chosen by the Association's Executive