

3. **Neighborhood Assessment Area.** For the purposes contained herein, the Neighborhood C43 Property shall be designated the Neighborhood C43 Assessment Area. Except for those items of repair and maintenance for which the Association may require reimbursement from an Owner in accordance with the provisions of the Declaration, the cost of the performance by the Association of its duties under Section 2 above shall be a Neighborhood Expense and shall be paid for by the Owners within the Neighborhood C43 Property through a Neighborhood Assessment levied by the Board.

4. **Neighborhood Assessment Area Reserve Fund.** To assist the Association in collecting adequate funds for repair and replacement of the Improvements to be maintained by the Neighborhood Assessment set forth in Section 3 above, each Person acquiring title to a Lot within the Neighborhood C43 Assessment Area shall pay to the Association immediately upon becoming an Owner an amount equal to one hundred percent (100%) of the annual Neighborhood Assessment. Funds paid to the Association pursuant to this Section shall be deposited into a separate reserve account and may be used by the Association only for the repair and replacement of Improvements to be maintained by the Neighborhood Assessment set forth in Section 2. Payments made pursuant to this Section shall be nonrefundable and shall not be considered as an advance payment of any Assessments levied by the Association pursuant to this Supplemental Declaration or the Declaration. No reserve fund payment shall be payable with respect to (i) the transfer or conveyance of a Lot by Declarant or an Affiliate to Declarant or an Affiliate, (ii) the transfer or conveyance of a Lot by devise or intestate succession; (ii) a transfer or conveyance of a Lot to a family trust, family limited partnership or other Person for bona fide estate planning purposes; (iii) a transfer or conveyance of a Lot to a corporation, partnership or other entity in which the grantor owns a Unofficial Document majority interest, unless the Board determines, in its sole discretion, that a material purpose of the transfer or conveyance was to avoid payment of the reserve fund payment; or (iv) the transfer or conveyance of a Lot as a result of a trustee's sale under a deed of trust, the foreclosure of a realty mortgage or the forfeiture or foreclosure of a purchaser's interest under a Recorded contract for the conveyance of real property subject to A.R.S. § 33-741 et. seq.

5. **Restrictions Applicable to Designated Maintenance Areas.**

(a) **No Disturbance.** No Owner or Resident shall alter, remove, replace or disturb or make any addition to the landscaping, irrigation system or drainage facilities on the Designated Maintenance Area of a Lot without the prior written approval of the Architectural Review Committee and the Board, and no Owner or Resident shall store any personal property within the Designated Maintenance Area of a Lot. Potted plants and flowers and other decorative items may be permitted in patio and porch areas, subject to the prior written approval of the Architectural Review Committee and the Board; provided any such plants, flowers or other decorative items shall at all times be maintained in good condition by the Owner or Resident of the applicable Lot. The use of the Association irrigation system for watering of plants and flowers installed by an Owner or Resident is prohibited.

(b) **Consent Required.** Unless installed by Declarant or its Affiliates, the installation on the Designated Maintenance Area of a Lot of any Improvement shall require the prior written consent of the Architectural Review Committee and the Board.