

c) Use of Assessments. All sums payable as set forth above are payable to Saddle Horse Run Property Owners Association, Inc., and the amount so paid shall be administered by the officers of said association and may be used for the functions hereinafter set out, and it is expressly stipulated that the association is empowered to perform any or all of said functions, but that it is under no duty to perform or continue any of said functions and that it may fail to perform or discontinue to perform at any time any of said functions.

(1) For the payment of the necessary expenses for the operation of said association;

(2) For lighting, improving, cleaning and maintaining the streets and parks, if any, within the subdivision;

(3) For the maintenance of any recreational facilities for the general benefit of the property owners;

(4) For caring for vacant and untended land, if any, within the subdivision, removing grass and weeds therefrom and doing any other thing necessary or desirable in the opinion of the officers of the association to keep the property neat and in good order for the general benefit of all the property owners within the subdivision;

(5) For any expenses incident to the enforcement of these protective covenants;

(6) For the payment of taxes and assessments, if any, that may be levied by any public authority upon any community parks or other community areas which may be established for the benefit of the property owners in the subdivision;

(7) For such other purposes as in the opinion of the officers of the association may be necessary for the general benefit of the property owners in the subdivision.

d) The agents or employees of the association are authorized to enter upon any lot for the carrying out of any of the functions set out above.

e) The association will encourage the planting of flowers and shrubs and other botanical beautification of said subdivision.

f) The annual charge shall constitute a lien or encumbrance upon the land and acceptance of each of the several deeds of conveyance shall be construed to be a covenant by the Grantee to pay said charges, which covenant shall be for the owners in the subdivision and which covenant shall run with the land and be binding upon the Grantee and his Successors and Assigns. The association shall have the exclusive right to take and prosecute all actions or suits legal or otherwise which may be necessary for the collection of said charges.

g) In the event that it is necessary to foreclose the lien herein created as to any property, the procedure for foreclosure shall be the same as for the foreclosure of a real estate mortgage.

h) The lien hereby reserved, however, shall be subject to the following limitations: