

no duty to perform or discontinue to perform said functions at any time.

1) For the payment of the necessary expenses for the operation of the Association.

2) For cleaning, maintaining and improving the streets, easements and rights of way within Phase IV.

3) 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 such property neat and in good order for the general benefit of the Owners.

4) For any expenses incident to the enforcement of these protective covenants.

5) For the payment of taxes and assessments, if any, which may be levied by any public authority upon any common or community areas which may be established for the benefit of the Owners.

6) For such other purposes as in the opinion of the officers of the Association may be necessary for the general benefit of the Owners.

Section 3. The Developer may, by appropriate instrument, assign or convey to any person or entity any or all of the rights, reservations, easements and privileges herein reserved by the Developer, and upon such assignment or conveyance being made, its assigns or grantees may, at their option, exercise, transfer or assign such rights, reservations, easements and privileges or any one or more of them at any time or times in the same way and manner as those directly reserved by them or it in such instrument.

ARTICLE XVI

MISCELLANEOUS

Section 1. The property within Phase IV is hereby declared to be a bird sanctuary and any hunting of any wild birds is prohibited.

Section 2. Any cutting, alteration, replacement, or refinishing of street curbing shall be performed by a contractor approved by the Committee. The Owner of the Lot adjoining the affected curbing shall