

by the Board, and shall be constructed in conformity with plans submitted to and approved by the Board prior to construction.

(12) Retention by Owner. If a dwelling is not habitable by reason of damage, and the owner gives notice of his election to repair or reconstruct the dwelling, the obligation of the owner to pay annual assessment installments shall be suspended either for a period of ninety (90) days or until the dwelling is restored to a habitable condition, whichever shall first occur. In the event a dwelling is damaged or destroyed, and the owner does not begin repair or reconstruction within thirty (30) days following the damage or destruction, he shall remove or cause to be removed, at his expense, all debris from the lot, so that it shall be placed in a neat, clean and safe condition; and if he fails to do so, the Association may cause the debris to be removed, and the cost of removal shall constitute a lien upon the dwelling until paid by the owner, unless the dwelling is thereafter acquired by the Association.

(13) Application of Declaration and By-Laws. Any dwelling which has been destroyed, in whole or in part, by fire or other casualty, and is subsequently restored or reconstructed, shall be subject to the provisions of this Declaration and to the By-Laws of the Association.

(14) The Association shall maintain adequate fidelity coverage against dishonest acts by officers, directors, trustees and employees, and all others who are responsible for handling funds of the Association. Such fidelity bonds shall:

- (1) Name the Association as an obligee.
- (2) Be written in an amount equal to at least 150% of the estimated annual operation expenses of the planned unit development project, including reserves.
- (3) Contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of 'employee' or similar expression.

ARTICLE XII.

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association

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