

is restored to a habitable condition, whichever shall first occur. In the event a residence is damaged or destroyed, and repair or reconstruction thereof has not yet commenced following the damage or destruction, the Association may remove or cause to be removed, all debris from the lot, so that it shall be placed in a neat, clean and safe condition, and the cost of removal shall constitute a special assessment payable in the same manner as other assessments provided in Article VI.

(13) Application of Declaration and By-Laws. Any residence 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 insured party.
- (2) Be written in an amount equal to at least 150% of the estimated annual operation expenses of the Property 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 XIII.

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 or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.