

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 residence until paid by the owner, unless the residence is thereafter acquired by the Association.

(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 substantially 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 XIII

RECREATIONAL FACILITIES

Section 1. Pool and Bath house. Declarant shall within ninety (90) days of the date of this Declaration, at its sole expense, commence construction on a swimming pool and bath house in the common area in the approximate location as shown on the recorded plat. At such time as said facilities have been completed or before, Declarant will deed and convey the same free of liens to the Association in fee simple by general warranty deed.

Section 2. Tennis Courts. There are two existing tennis courts located in the common area as more fully appears on the recorded plat. Members of the Association shall be entitled to use the same subject to the Association's rules and regulations in conjunction with the right to also use said tennis facilities by the members of the Chanticleer Townhouse Property Owners Assoc., Inc.

Section 3. Merger. In the event the Chanticleer Townhouse Property Owners Assoc., Inc. merges into and becomes a part of Chanticleer Towns Homeowners Association, Inc., the members of