Sunflower Gardens Association of Co-Owners, Inc.

Covenants, Conditions and Restrictions as Amended

<u>plus</u>

Code of Bylaws as Amended

This is an UNOFFICIAL restatement of the Governing Documents of the Association, provided by the Board of Directors, consolidating the original and all amendments previously passed into one document for better understanding of the current rules of the Association. The intention is to update this document as new amendments are passed, to help make the Governing Documents easier for Owners to follow in the context of all amendments.

10/29/2025

Amended Covenants, Conditions and Restrictions
Of the
Sunflower Gardens Association of Co-Owners, Inc.

Incorporates the following Amendments:

1. *August 24, 2004 – Original Declaration*
2. *May 10, 2005 – Annual Accounting*
3. *July 19, 2007 – Minimum Size*
4. *May 23, 2008 – Casualty Insurance*
5. *September 27, 2011 – Tapp Class B Resignation*
6. *October 17, 2017 – Notice and Financials*
7. *August 28, 2019 – Casualty Insurance*

Section 1 Definitions

The following terms used in this Declaration shall have the following meanings:

1.1 Articles. “Articles” means the Articles of Incorporation of Sunflower Gardens Association of Co-Owners, Inc., an Indiana nonprofit corporation.

1.2 Association. “Association” means the Sunflower Gardens Association of Co-Owners, Inc., its successors and assigns, an Indiana nonprofit corporation which is the incorporated Association of Owners of Residences in the Subdivision.

1.3 Board of Directors. “Board of Directors” or “Board” means the governing body of the Association elected by the Owners of Residences in the Subdivision.

1.4 Builder. “Builder” means the person, firm, or entity (including the Developer) constructing the first Residence on each Lot.

1.5 Building. “Building” means all structures erected within Sunflower Gardens including Residences, garages, outbuildings or enclosed structures of any kind.

1.6 Bylaws. “Bylaws” means the Bylaws of the Association, providing for the administration and management of the Association.

1.7 Commercial Vehicle. “Commercial Vehicle” means a truck, car, van, trailer or other wheeled object or conveyance intended for roadway use which either has commercial advertising affixed to it, is used for commercial purposes, or which exceeds two and one-half (2.5) tons in gross weight.

1.8 Committee. “Committee” means the “Design Committee” which shall be constituted and governed as set out in this Declaration.

1.9 Common Expenses. “Common Expenses” means the expenses of administration of the Association, expenses for upkeep and maintenance specified by this Declaration, and all other costs and expenses incurred by the Association for the common benefit of all Owners.

1.10 Declarant. “Declarant” means Bledsoe Tapp & Co., Inc., an Indiana corporation, developer of Real Estate, and any successor or assignee of its interest in all or part of the Real Estate or in this Declaration under an instrument or instruments which expressly state that the successor or assignee shall become the Declarant for purposes of this Declaration.

1.11 Delinquency Date. “Delinquency Date” means the date which is ten (10) days after the due date of any Regular Assessment or Special Assessment.

1.12 Developer. “Developer” means Bledsoe Tapp & Co., Inc., an Indiana corporation, and any successor or assignee of its interest in all or part of the Subdivision or in this Declaration under an instrument or instruments which expressly state that the successor or assignee shall become the Developer for purposes of this Declaration.

1.13 Development Period. "Development Period" means the time from the recording of this Declaration until: (1) Declarant has turned over control of the Association to the Owners; or (2) Declarant has sold all Residences within Sunflower Gardens Subdivision; or (3) December 31, 2015, whichever is earlier.

1.14 Drainage Easements. "Drainage Easements" means the easements labeled "D.E." on the Plat which have been created to provide paths and courses for area and local storm drainage, either over land or in underground conduits to serve the needs of the Subdivision, the lands adjoining the Subdivision, and the public drainage system.

1.15 Lot. "Lot" means one of the numbered Lots as shown on the recorded Plat (defined below). A "Lot" is sometimes referred to as a "Residence."

1.16 Mortgagee. "Mortgagee" means the holder, insurer or guarantor of any first mortgage on any Lot or Residence and other improvements constructed on a Lot.

1.17 Owner. "Owner" means a person, firm, corporation, partnership, association, trust, limited liability company, or other legal entity or any combination thereof, which owns the record fee simple title to a Lot; however, any such Owner owning a single Lot in combination as tenants in common, joint tenants, tenants by entireties, or any form of joint or divided ownership, shall be deemed one Owner for purposes of this Declaration. Any person holding record fee simple title for purposes of security only shall be excluded.

1.18 Pedestrian Easement. "Pedestrian Easement" means the easements labeled "P.E." on the Plat which have been created for the use of persons traveling on foot.

1.19 Plat. "Plat" means the plat of Sunflower Gardens Subdivision, an addition in Monroe County, Indiana, as recorded in the office of the Recorder of Monroe County, Indiana, and any amendments to the plat.

1.20 Regular Assessments. "Regular Assessments" means the total annual budget for the Association based on the estimated cash requirements for the Common Expenses in the ensuing year as set forth in the budget, divided by the total number of Residences in Sunflower Gardens Subdivision.

1.21 Residence. "Residence" means a single-family dwelling constructed upon a Lot in the Subdivision, whether such dwelling is detached or connected to another by a common wall.

1.22 Special Assessments. "Special Assessments" means those Assessments levied by the Association as may be necessary for the purpose of defraying, in whole or in part the expense of any contingency or event not provided for in the annual budget or the reserves of the Association; however, no Special Assessments shall be levied without the assent of a majority of the Owners at a meeting duly called for the purpose. Each Owner shall pay the Association a Special Assessment based on the total sum approved to meet the costs and expenses divided by the total number of Residences in Sunflower Gardens Subdivision.

1.23 Sign or Signage. "Sign" or "Signage" means the permanent Sunflower Gardens Subdivision signage and attendant improvements and landscaping erected by Declarant at any location within the Real Estate and at other areas to be designated in the future.

1.24 Sign Easements. "Sign Easements" mean the easements labelled "S.E." on the Plat which have been created for the use of the Developer, Declarant, or Association for the erection and maintenance of any Sign or Signage and attendant improvements within such areas as designated on the Plat.

1.25 Subdivision. "Subdivision" means the development known as Sunflower Gardens Subdivision which is the subject of this Declaration and includes any Additional Real Estate which becomes a part of the development in the future. "Subdivision" means the same as "Sunflower Gardens" or "Sunflower Gardens Subdivision."

1.26 Utility Easements. "Utility Easements" means the easements labeled "U.E." on the Plat which have been created for the installation of electric, telephone, cable television, sewer, water, gas or other public utilities.

1.27 Vehicle. "Vehicle" means motor homes, boats, trailers, campers, motorcycles, scooters, trucks, vans, tractors, tractor trailers, buses, automobiles and any other motorized wheeled object or conveyance which is customarily used for transportation (and includes Commercial Vehicles).

1.28 Wall Easements. "Wall Easements" means the easements which exist along common walls shared by paired Residences because of the natural occurrence of settling and shifting.

1.29. Governing Documents. "Governing Documents" means the "Amended Code of Bylaws of Sunflower Gardens Association of Co-Owners, Inc." and the "Covenants, Conditions and Restrictions," as amended. (See IC 32-25.5-2-3.)

Section 2 General

2.1 Name. The development shall be known and designated as "Sunflower Gardens Subdivision," an addition to Monroe County, Indiana, and sometimes in this Declaration may be referred to as the "Subdivision" or "Sunflower Gardens."

2.2 Residential, Business Activity, and Leasing. Sunflower Gardens is a single-family residential development. Each Residence constructed shall be used by its owners and occupants exclusively for residential purposes. No commercial building shall be erected, altered, placed or permitted to remain on any portion of Sunflower Gardens. No business activity or business shall be carried on or conducted from any Residence. Leasing of a Residence for residential purposes shall not be considered a business or business activity.

2.3 Governmental Restrictions. All Lots and Residences shall be subject to the zoning ordinances and regulations in existence from time to time of the applicable governmental authorities, all of which are incorporated into this Declaration by this reference.

2.4 Effect on Owners. The Owners of any Lot subject to this Declaration, by acceptance of a deed conveying title, or in the execution of a contract for purchase, whether from the Developer or a subsequent Owner of such Lot, shall accept such deed and execute such contract subject to each and every restriction and agreement contained in this Declaration. By acceptance of such deed or execution of such contract, the Owner acknowledges the rights and powers of Developer and Design Committee with respect to these restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns, such Owners, covenant and agree and consent to and with the Developer and to and with the Owners and subsequent Owners of each of the Lots affected by these restrictions to keep, observe, comply with and perform such restrictions and agreements.

Section 3 Physical Characteristics of the Development.

3.1 Number of Lots. Sunflower Gardens may contain up to 47 Lots. The Lots may not be consecutively numbered due to revisions prior to platting. Each Lot shall consist of all space within its boundaries as depicted on the Plat. ***(Editor's Note: final number is 45 residences.)***

3.2 Easements. Perpetual and non-exclusive Drainage Easements, Pedestrian Easements, Sign Easements, and Utility Easements for the purpose of the installation, maintenance, repair and replacement of all sewer, water, storm water, power and telephone lines, pipes, mains, conduits, transformers, or cable television facilities and for authorized signage and pedestrian usage are reserved as shown on the Plat. Within these easements, no structure, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or authorized signs or pedestrian usage or which may change the direction or flow of drainage or which may obstruct or retard the flow of drainage. Plants, trees, and other vegetation are allowed in these easements, but only to the extent permitted by this Declaration. Wall Easements have also been established to acknowledge that because of the natural occurrence of settling and shifting, a Residence may encroach upon the Lot with which it shares a common wall.

3.3 Streets. All streets as shown on the Plat within the boundaries of Sunflower Gardens are hereby dedicated to the public. ***(Editor's Note: All of Sunflower Gardens is located within the city limits of the City of Bloomington, Indiana.)***

3.4 Underground Utilities. All utilities, including but not limited to water, gas, electric, telephone, sewer, and cable television shall be installed underground.

Section 4 Construction Provisions.

4.1 One Residence. Only one Residence shall be constructed on any Lot; however, in most instances Residences will be constructed in pairs with a common wall.

4.2 Minimum Size. Each Residence constructed on a Lot shall have a finished ground floor area of not less than 1340 square feet above finished grade. For purposed of the Section, ground floor area shall be determined from the area of the Residence measured from the outside of the building foundation exclusive of open porches, decks, breezeways, garages, chimneys, and eaves. The provisions of this Section may be waived by the Design Committee upon application in writing by any Lot Owner. No waiver will be valid until it is properly signed by a representative of the Design Committee and recorded in the office of the Recorder of Monroe County, Indiana.

4.3 Maximum Height. No Residence, exclusive of chimney, shall exceed 40 feet in height measured from the lowest finished grade level at the front of the foundation visible from any street to the highest point of the roof.

4.4 Construction of Sewer Lines. All sanitary and storm sewer lines within the Lots shall be designed and constructed in accordance with the provisions and requirements of the City of Bloomington, Indiana.

4.5 Garages and Driveways. For every Residence located on any Lot, there will be constructed an enclosed garage for the off-street parking of at least two Vehicles. Every Residence shall have a driveway with a minimum width of 16 feet extending from the edge of the street in front of the Lot to a point at least as far as the closest point of the Residence or garage to the street. All driveways shall be paved with either concrete or hot mixed bituminous asphalt material.

4.6 Setback. No Residence, Building or other permanent structure shall be located on any Lot nearer to the boundaries of the Lot than the minimum setback lines shown on the Plat or setback restrictions in effect at the time of construction as established by the City of Bloomington, Indiana, whichever is more restrictive. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as part of a Residence; however, this provision shall not be construed to permit any portion of a Residence to encroach upon any other Lot, except because of incidental settling or movement at the juncture of the common wall between two attached Residences, which is the purpose of the Wall Easements. With respect to the Wall Easements, each Owner of a Residence which is paired with another Residence by a common wall, hereby is deemed to grant to the other Owner of such paired Residence a permanent easement for the right to maintain the Residence as it was constructed and as is *[sic]* has settled and shifted, or may continue to settle and shift, on the Lot to which it has, or may in the future, have settled or shifted. This Wall Easement will run with the land and will be binding upon the Owners of the affected Lots and the Lots themselves.

4.7 Prohibited Building Styles. Modular construction, modular homes, or mobile homes will not be permitted upon any Lot. No used or temporary structure or structure without a foundation will be relocated or placed on any Lot.

4.8 Solar Devices. No artificial or manmade device which is designed or used for collection of or heating by solar energy or other similar purposes shall be placed, allowed, or maintained upon any portion of the Subdivision including any Residence except for solar systems that were incorporated into the original design of the Residence and which are flush with the roofline. This Section shall not prohibit the use of “passive solar or geothermal” energy. ***(Editor’s Note: State of Indiana Legislation (HEA 1196, effective March 14,2022) rendered this covenant invalid. However, at the 2022 HOA Annual Meeting, the Board was directed to issue guidelines for following the spirit of this covenant while allowing Homeowners to follow the guidelines put in place by the State of Indiana for use of solar electric panels in residential developments. See the Reference Guide elsewhere in this document for details.)***

4.9 Garbage Disposals and Sanitary Sewers. All Residences shall be equipped with a mechanical device for grinding and disposal of garbage and food waste in the kitchen(s) which shall discharge into the sewer drain. All sewage disposals shall be connected with the sanitary sewer system now known as the City of Bloomington Utilities. No septic tanks, holding tanks, or cesspools shall be constructed or permitted to remain on any Lot.

4.10 Lot Access. Access to all Lots shall be from the interior streets of the Subdivision unless otherwise shown on the Plat.

4.11 Light Fixtures, Mailboxes, Etc. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Subdivision, any exterior light fixture, basketball goal, or similar structure must be approved by the Design Committee as to size, location, height and composition before it may be installed. Mailboxes shall be constructed in accordance with plans supplied by the Design Committee. No Owner will change the style or color of any mailbox without the prior written approval of the Design Committee.

4.12 Exterior Construction. The following requirements shall be applicable unless the Design Committee otherwise approves: (a) all utility facilities will be underground; (b) whenever possible, all utility meters and HVAC units will be located in places unseen or screened from the front of a Residence; (c) no outside fuel storage tanks will be permitted above ground and no gasoline storage will be permitted above or below ground; (d) all windows will be factory- or on-the-job painted; (e) no raw aluminum windows will be permitted; (f) all gutters and downspouts will be factory or on-the-job painted; (g) all roof pitches of Residences will be four to twelve (4:12) or greater; (h) no metal, fiberglass or similar type material awnings or patio covers will be permitted; and (i) no above-ground swimming pools will be permitted.

4.13 Use. This Subdivision shall be developed solely for residential purposes and each Residence shall be used by its Owners and occupants exclusively for residential purposes. No commercial building shall be erected, altered, placed or permitted to remain on any portion of any Lot. No business activity or business shall be carried on or conducted from any Residence. Leasing of a Residence shall not be considered a business or business activity.

4.14 Parking. No Vehicle which exceeds 20 feet in length, or any non-functional Vehicle of any length, nor any Vehicle not currently registered and displaying a current license plate shall be parked for storage overnight or longer outside an enclosed garage or in any way visible to occupants of the Subdivision or the users of any public street within the Subdivision. All Commercial Vehicles must be parked overnight within an enclosed garage. No Commercial Vehicle will be parked on any public street, except temporarily while performing services on any Lot or in any Residence. ***(Editor's Note: By City of Bloomington ordinance, all roadways within the Subdivision south of the intersection of Countryside Lane and Sunflower Drive are posted as no parking anytime zones, and may be patrolled by city police and traffic enforcement. This is important because vehicles parked on the street could restrict passage of emergency vehicles.)***

4.15 Temporary Structures. No Residence shall be occupied prior to completion. No temporary living quarters shall be constructed within the Subdivision. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on any Lot shall at any time be used as a dwelling, temporarily or permanently, nor shall any structure of a temporary character ever be used as a dwelling. Regardless, Declarant may have construction trailers and sales trailers upon the Real Estate until expiration of the Development period.

4.16 Animals and Pets. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Lot or in any Residence with the exception of dogs, cats, or other usual and common pets in reasonable number which are housed inside the Residence on the Lot. No pets shall be kept, bred, or maintained for any commercial purpose. Dogs shall be confined within a so-called "invisible" fence or placed on a leash at all times whenever outside a Residence.

4.17 Nuisance. It shall be the responsibility of each Owner of a Residence to prevent any unclean, unhealthy, unsightly, or unkempt condition of the Residence or Lot. No Residence shall be used, in whole or in part, for the storage of any property or thing that will cause such Residence to appear to be in an unclean, unsightly, or untidy condition, based on reasonable standards prescribed by the Association; nor shall any substance, thing or material be kept upon any Residence that will emit foul or offensive odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding Residences. No noxious or offensive activity shall be carried on upon any Lot or within any Residence, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property adjacent to the Residence. No plants, animals, devices, or things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Subdivision shall be maintained within a Residence or on a Lot. Yard incinerators for the disposal or burning of trash shall not be permitted anywhere within the Subdivision. All these standards shall be based upon the reasonable judgment of the Association.

4.18 Antennae and Reception Devices. No exterior antennae, satellite dishes in excess of 24 inches in diameter, or television or other communication reception devices of any kind shall be placed, allowed, or maintained upon any portion of any Lot.

4.19 Clotheslines, Refuse Containers, Woodpiles, etc. All clotheslines, garbage cans, refuse containers, woodpiles, and other similar items shall be located or screened so as to be concealed from view of neighboring Residences and streets adjacent to the Residence. All rubbish, trash, and garbage shall be stored in covered containers screened from public view, except on days of collection, and all rubbish, trash and garbage shall be regularly removed from the Residence and shall not be allowed to accumulate.

4.20 Drilling and Exploration. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

4.21 Submission of Documents. No Residence, Building or other permanent structure may be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Design Committee as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. Approval or disapproval as required in these covenants by the Design Committee shall be in writing. In the event the Design Committee fails to approve or disapprove any plans and specifications within 30 days after such plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

Section 5 Restrictions on the Use of the Real Estate

In order to preserve the character of Sunflower Gardens and to protect its property values, and without intending to limit the generality of the provisions described above, the following protective covenants and restrictions are imposed as a common theme upon the Subdivision and shall be applicable to each Lot and to each Residence.

5.1 Maintenance of Lots and Improvements. With regard to each Lot, the area which is within a distance of five feet from the exterior wall of the Residence, driveway, and any sidewalk situated on such Lot will be referred to as the "Five-foot Strip." The Five-foot Strip abutting any Residence, driveway, and sidewalk is reserved for vegetation, plantings, and landscaping by the Owner of the Lot. The Association shall maintain that portion of each Lot which is outside the Five-foot Strip. ***(Editor's Note: Attorney opinions for SGHOA, presented at the 2022 annual meeting, changed a long-standing practice regarding this Covenant that limited SGHOA responsibility to routine lawn care and mulching in the front of neighborhood homes. Those legal opinions rendered invalid the then current practice of making homeowners responsible for other maintenance in their yards, which now falls to the Association as stated in this section.)*** The Association shall also maintain any so-called "tree-plot" area, which is the area between any street in or abutting the Subdivision and the sidewalk adjacent and parallel to such street, but only with respect to the Real Estate or Additional Real Estate. The Association will have no obligation to maintain any off-site real estate. The Owner of the Lot will be responsible for maintaining such Five-foot Strip on such Lot to the extent that such Owner or any prior Owner has installed any vegetation, plantings, or landscaping in such areas. However, if no such vegetation, plantings or landscaping have been installed by such Owner or prior Owner, the Association will maintain such areas. The Owner of such Lot shall at all times maintain the Residence, Building or other structure situated on it, and the Five-foot Strip, when applicable, in such a manner as to prevent the Lot, Residence, Building, or other structure from becoming unsightly. From time to time, the Association may publish specific standards concerning such maintenance. Specifically, with respect to the Five-foot Strip and including but not limited to the Buildings, driveways, sidewalks, and structures on the Lot, such Owner shall:

5.1.1 Landscaping. Tend the vegetation, plantings, and landscaping, as applicable, at such times and in such manner as may reasonably be required in order to prevent the unsightly growth of vegetation and weeds, and to exercise good husbandry.

5.1.2 Rubbish. Remove all debris, rubbish, and litter.

5.1.3 Appearance. Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Subdivision.

<u>5.1.4 Trees.</u> Cut and remove dead trees. ***(Editor's Note: the SGHOA Board has, in the past, taken this to include damaged or diseased trees that may be deemed to be in danger of collapsing onto a Residence. This does not apply to trees that might be in danger of falling due to water or other erosion of the land where the trees reside, which is the responsibility of the Association.)***

<u>5.1.5 Exterior.</u> Keep the exterior (including the roof) of the Residence, Buildings, and other structures, and the driveways and sidewalks, on the Lot in reasonable state of repair or maintenance with respect to appearance, function and safety. To the extent that the Owner or agent of an Owner must enter upon an adjacent Lot or Residence for the purpose of maintaining or repairing any portion of any improvements of such Owner's Lot, a temporary easement shall exist which entitles the Owner or agent of the Owner to enter on the adjacent Lot or any Building on the adjacent Lot to facilitate such maintenance or repair on such Owner's Lot. Any Owner who utilizes such easement right is deemed to indemnify such adjacent Owner against loss or damage caused by such entry or use.

<u>5.1.6 Snow Removal.</u> Remove all snow and ice from the driveway and sidewalks situated on a Lot. Neither Declarant nor the Association will have any snow and ice removal obligation. ***(Editor's Note: City of Bloomington regulations now require snow of two or more (2+) inches of snow to be removed from sidewalks in the neighborhood within 24 hours. Liability issues to the Association for uncleared snow apply.)***

<u>5.1.6 Other.</u> All other maintenance items not performed by the Association.

To the extent that any Owner fails to meet such Owner's maintenance obligations, the Association may undertake such obligations on such Owner's behalf, but is under no obligation to do so and will bear no liability or responsibility if it does not do so. However, if the Association does undertake such maintenance, the Association shall charge the Owner for the expenses for such maintenance and will be entitled to file a lien against the applicable Lot and Residence in the same manner in which the Association is otherwise entitled to file liens under this Declaration for unpaid Assessments.

The Association will also maintain Signage within the Subdivision. Each Owner of any Lot upon which any such Sign or landscaping is located grants a perpetual easement to the Association to repair, replace, and maintain any such Sign located on such Lot.

<u>5.2 Subdivision of a Lot.</u> There shall be no subdivision of any Lot nor any sale of parcels except that a portion of a Lot may be sold to an adjoining Lot Owner if no new Lot is created and if the transferor obtains the prior written approval of the Design Committee. In such case or sale or transfer of a portion of a Lot, the setback requirements in this Declaration may be waived with the approval of the Design Committee and any appropriate governmental authority.

<u>Section 6 Enforcement</u>

The provisions of Sections 4 and 5 of this Declaration shall be liberally construed to implement the purpose of creating a uniform plan for the development and operation of the Subdivision. In the event that any Owner fails to fully observe and perform the obligations set forth Declaration, and in the further event that such failure is not cured within 30 days after written notice is given by the Design Committee, any Owner of any Lot within the Subdivision shall have the right to commence judicial proceedings to abate or enjoin such failure, and to take such further action as may be allowed at law or in equity to correct such failure after commencement of such proceedings. In the event that such failure causes or threatens to cause immediate and substantial harm to any property beyond such defaulting Owner's Lot or to any person, the Design Committee shall have the right to enter upon such Lot for the purpose of correcting such failure and any harm or damage caused or reasonably believed to be about to be caused by such failure, without any liability whatsoever on the part of the Design Committee, other Owners, or the Association. The failure or forbearance by the Design Committee to enforce any such covenant, condition, or restriction shall in no event be deemed a waiver of the subsequent right to do so. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or any attempted violation or breach of any covenant, condition, or restriction contained in this Declaration cannot be adequately remedied by an action at law and that injunctive relief is appropriate. All costs incurred by the Design Committee in connection with any act or proceeding undertaken to abate, enjoin, or correct such failure, including reasonable attorney's fees, shall be payable by the defaulting Owner upon demand by the Design Committee, and shall immediately become a lien against the Lot of such Owner. The rights in the Owners and the Design Committee under this Section shall be in addition to all other enforcement rights in this Declaration or at law or in equity.

Section 7 The Design Committee

7.1 Powers of the Design Committee.

7.1.1 General. In order to preserve the natural quality and aesthetic appearance of the existing geographic area, no Residence, Building or exterior improvement of any type or kind shall be repainted, constructed, or placed on any Lot without the prior written approval of the Design Committee, although Design Committee approval shall not be required if a repair of exterior damage restores the exterior of a residence to its original condition and/or appearance. Required approvals shall be obtained only after written application has been made to the Committee by the Owner of the Lot requesting authorization. Such written application shall be in the manner and form prescribed from time to time by the Committee, and shall be accompanied by two complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing the location of all improvements existing upon the lot (and on the abutting Lot which contains a Residence or other Building or structure which has a common wall with the subject Lot) and the location of the improvement proposed to be constructed or placed upon the Lot, each properly and clearly designated. Such plans shall include plot plans showing the location of all improvements existing upon the Lot and the location of the improvement proposed to be constructed or placed upon the Lot, each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Committee may require. All plans and drawings required to be submitted to the Committee shall be drawn to a scale of one inch equals 10 feet, or to such other scale as the Committee may require. There shall also be submitted, where applicable, the permits or plat plans which shall be prepared by a registered land surveyor, engineer or architect. ***(Editor's Note: This and any other section within these Bylaws and Covenants that specify responsibilities of the Design Committee apply to the EXTERIOR portions of neighborhood residences only.)***

7.1.2 Power of Disapproval. The Design Committee may refuse to grant permission to repaint, construct, place or make the requested improvement when:

(a) the plans, specifications, drawings, or other material submitted are inadequate or incomplete, or show the proposed improvement to be in violation of this Declaration or an applicable ordinance, law or code;

(b) the design or color scheme of a proposed repainting or improvement is not in harmony with the general surroundings of the Lot or with adjacent Residences or structures; or

(c) the proposed improvement, or any part of it, or proposed tree removal, would, in the opinion of the Committee, be contrary to the interests, welfare, or rights of all or any of the other Owners.

7.1.3 Developer Improvements. The Design Committee shall have no powers with respect to any improvements or structures erected or constructed by the Developer (or any Builder if Developer has approved the Builder's plans).

7.2 Duties of the Design Committee. The Design Committee shall approve or disapprove proposed improvements within 15 days after all required information shall have been submitted to it. One copy of submitted material shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event such notification is one of disapproval, it shall specify the reason or reasons for such disapproval.

7.3 Liability of the Design Committee. Neither the Design Committee nor its agent, nor Developer, shall be responsible in any way for any defects in any plans, specifications, or other materials submitted to it, nor for any defects in any work done.

7.4 Inspection. The Design Committee may inspect work being performed to assure compliance with this Declaration and applicable regulations.

7.5 Membership. The Design Committee shall consist of members designated by the Developer until the sooner of: (2) completion of a Residence on each Lot in the Subdivision; or (3) passage of control by Developer to Owners by virtue of a written document in recordable form. After a completed Residence is constructed on every Lot in the Subdivision, the Design Committee shall consist of three Owners selected from time to time through the written approval of at least 66 2/3 percent of all Owners in the Subdivision. Membership on the Design Committee may be changed and vacancies shall be filled from time to time upon the written approval of at least 66 2/3 percent of all Owners; however, in the event of a vacancy on the Committee, the remaining two Committee members may appoint an Owner to the Committee to serve until the requisite percentage of Owners, as prescribed, shall otherwise appoint an Owner to fill such vacancy.

7.6 Approvals. The required approvals, determinations, permissions, or consent shall be deemed given if in writing and signed by two members (except during such time that the Developer controls the Design

Committee, in which event the written approval of an authorized officer or agent of Developer shall suffice).

Section 8 Association

8.1 General. The Association shall provide certain maintenance functions specified elsewhere in this Declaration. Also, it will establish a budget and administer billing for and collection of dues. In addition, it will perform such other functions as may be assigned to it.

8.2 Memberships. Each Owner of a Residence shall automatically be a member of the Association, but membership shall terminate when such person ceases to own a Residence, in which case the membership will be transferred to the new Owner. However, any person who holds the interest of an Owner in a Residence merely as security for the performance of an obligation shall not be a member until and unless the security is converted to ownership of a Lot, at which time such person shall automatically be and become an Owner and a member of the Association.

8.3 Classes of Members. The Association shall have three classes of members:

8.3.1. Class A. Class A members shall be all Owners except Declarant and shall be entitled to one vote for each Lot owned. All persons holding an interest in any Lot shall be members; however, each Lot represented shall have only one vote as the Owners of each Lot may determine.

8.3.2. Class B. The Class B member shall be Declarant and Declarant shall be entitled to 10 votes for each Lot owned. The Class B membership shall cease and terminate upon the first to occur of: (1) the date upon which the written resignation of the Class B member as such is delivered to the resident agent of the Association; however, if Declarant, at such time still owns Lots, such membership shall be converted to a Class A membership; or, (2) the expiration of the Development Period.

8.3.3. Class C. Any and all natural persons who are officers, directors, partners, employees, or appointees of a Class A member or a Class B member may become a Class C member of the Association upon designation by a Class A member or Class B member. A Class C member shall have no vote in matters of the Association, but may serve on the Board of Directors.

8.4. Initial Board of Directors. The initial Board of Directors shall be designated by the Declarant in the Articles, shall be Class C members, and (regardless of any provision in this Declaration, the Articles, or the Bylaws to the contrary) shall continue as Directors until the expiration of the Development Period. If there is a vacancy or vacancies on the Board for any reason prior to the expiration of the Development Period every such vacancy shall be filled by a person appointed by Declarant and shall be deemed a member of the Board. Upon expiration of the Development Period, the Association shall elect a Board annually in accordance with and as prescribed by the Bylaws.

8.5. Duties of the Board of Directors. The members shall be entitled to vote for the election of the Board of Directors in accordance with the procedure outlined in the Bylaws. The Board shall be the governing body of the Association, represent all of the members, and be responsible for the functions and duties of the Association including but not limited to the maintenance of certain items as prescribed in this Declaration.

8.6. Right of the Board of Directors to Adopt Rules and Regulations. The Board of Directors may promulgate reasonable rules and regulations regarding the operation of the Association and its duties, as it may deem necessary from time to time. Such rules as are adopted may be amended by vote of a majority of the Board, which shall cause copies of such rules to be delivered and mailed promptly to all Owners.

8.7. Association Governance. The Association shall be governed by the Board of Directors elected according to the procedures set forth in this Declaration.

8.8 Maintenance Areas. The Association shall maintain the Signage; all yards, vegetation, plantings, and landscaping which are outside the Five-foot Strip on all Owners' Lots as well as within such Five-foot Strip on Owners' Lots if this Declaration so requires; street lamps (if any, including paying the utility fees and expenses); and other areas as shown on subsequent Plats, or as determined from time to time by the Association, or as more specifically described in the Declaration.

8.9. Insurance. The purpose of the provisions of this Section 8.9 is to ensure that in the event of a casualty loss to a Residence in Sunflower Gardens, there shall be proceeds from insurance sufficient to repair and/or reconstruct such Residence to the standards of the original plans and specifications of the damaged residence.

8.9.1. Casualty Insurance**.** (Exterior and structural casualty/liability insurance). On behalf of all Owners, the Board shall procure and maintain casualty and liability insurance affording fire and extended coverage in an amount consonant with the full replacement value of the improvements that in whole or in part comprise the Buildings and other structures on such Owner's lot. The premiums shall be paid by the individual Lot Owners and are collected by the management company for payment. Deductibles shall be paid by the individual Lot Owners.
Such insurance shall include a "Demolition Endorsement "or its equivalent and, if necessary, an "Increased Cost of Construction Endorsement" or "Contingent Liability from the Operation of Building Laws Endorsement" or the equivalent, such insurance to protect against at least the following: loss or damage by fire and other hazards covered by standard extended coverage endorsement, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, water damage, earthquake, sinkholes. ground water flood coverage, an umbrella policy, and liability coverage for Directors and Officers and Workers' Compensation.
All such policies shall provide that notwithstanding any provision thereof giving the insurer the right to elect to restore damage in lieu of cash settlement, such option shall not be exercisable by the insurer without the prior written approval of the Board.

8.9.2. Personal Property Insurance**.** (Interior personal property insurance). Each Owner shall purchase additional insurance to cover the interior of the home and personal property, and each Owner shall be solely responsible for loss or of damage to the contents and interior improvements of the Buildings, Residence, and other structures on the Owner's Lot, however caused, including without limitation, all personal property, floor and wall coverings, appliances, fixtures and betterments installed by the Owner. Each Owner shall be solely responsible for obtaining its own insurance to cover any such loss and risk, and the Association, the Board and Owners of other Lots shall not be liable therefor.

8.9.3. Insurance Trustee**.** All proceeds payable as a result of casualty losses covered by insurance purchased and pursuant to this Section 8.9 shall be paid to the Board, and the Board shall act as the insurance trustee ("Insurance Trustee"). The sole duty of the Insurance Trustee shall be to receive the proceeds in trust for the benefit of the Owners and their respective mortgagees and for such other purposes as provided in this Declaration.

8.9.4. Proceeds to Mortgagee**.** In no event shall any distribution of the proceeds be made by the Board to an Owner where there is a mortgagee endorsement on the certificate of insurance. In such event, any distribution of proceeds shall be for the Owner and mortgagee jointly. This is a covenant for the benefit of any mortgagee of a Residence in Sunflower Gardens and may be enforced by such mortgagee.

8.9.5. Policy Requirements**.** All policies of insurance carried by the Owners pursuant to this Section 8.9 shall name the Association, the Board, and any other person or entity acting as agent or employee of the foregoing or otherwise, for the use and benefit of the Owners, as additional insureds, and shall show the Association or Insurance Trustee, in trust for each Owner and Mortgagee as their interest may appear, as the party to which proceeds shall be payable.

8.9.7. Certificates of Insurance. Upon obtaining or changing any policies of insurance authorized or required by this Section 8.9, or upon the Board's request, each Owner shall provide certificates of insurance setting forth the same to the Board.

8.10. Restoration**.** It is the purpose of this Section that, in the event of damage or destruction, Residences be promptly reconstructed or repaired to maintain the integrity and appearance of the Residences in Sunflower Gardens. As used herein, the term "Restoration" means (re)construction, (re) building or repair of Buildings, Residences, improvements and other structures to not less than the same condition as they existed immediately prior to any loss, damage, or destruction with the same type of architecture and structure, using where appropriate new materials of like kind and quality.

8.10.1. Responsibility of Owners**.** The affected Owners shall proceed promptly to restore or repair damage to Residences on which they were responsible for carrying insurance under Section 8.9. Such Restoration shall be subject to and performed in accordance with the terms and provisions of this Declaration. Prior to commencing work, the Owner or the Owner's contractor shall submit plans and specifications to the Board or to the Design Committee for approval as required pursuant to Section 4.2.1. Such plans and specifications shall be in accordance with the original plans and specifications of the Residence, provided, however, that at the election of the affected Owner, the Residence may be restored to the condition in which it existed immediately prior to the damage.

8.10.2. Application of Insurance Proceeds**.** The proceeds of insurance carried by the Owners for the Restoration of Residences shall be applied to the cost of such Restoration. If the insurance proceeds are not adequate to cover the cost of the Restoration, or if there are no proceeds, the Owners directly affected by the damage shall pay the cost of the Restoration. If an Owner fails or refuses to complete Restoration when required, the Board may pursue whatever legal means available to cause such Restoration, including, but not limited to, completing the Restoration and paying the cost thereof, and the cost attributable to the Owner who refuses or fails to make such Restoration when required shall become a lien on such defaulting Owner's Residence and Lot and shall be subject to foreclosure in the same manner as provided for regular assessments.

8.10.3. Choice of Contractor**.** In the event of damage to a Building requiring Restoration hereunder, the affected Owner, in its discretion, may choose the contractor to perform such Restoration, subject to approval by the Board.

8.10.4. Encroachments**.** Encroachments upon the real property of an Owner or in favor of the real property of an Owner which may be created as a result of Restoration of any property in Sunflower Gardens shall not constitute a claim or basis of a proceeding or action by such Owner, provided, however, that such Restoration was either (i) substantially in accordance with the original plans and specifications for the homes in Sunflower Gardens, or (ii) substantially in accordance with the Residence as originally constructed. Such encroachments shall be allowed to continue in existence for as long as the affected Residence exists. Each Owner of a Lot in Sunflower Gardens hereby grants and conveys to the Board an easement to permit the Association, the Board, and their respective agents, employees or designees to enter upon and across the real property of the Owner for the purpose of Restoration of the real property in Sunflower Gardens."

Section 9 Assessments

9.1 Annual Accounting. Annually after the close of each calendar year of the Association, the Board of Directors shall cause to be prepared and furnished each Owner a financial statement which shows all receipts and expenses during the preceding calendar year. The annual accounting shall be mailed or delivered to each Owner within 30 days after receipt of the financial statement by the Board of Directors from the Association's accountant or preparer.

9.2 Proposed Annual Budget. Annually on or before the date for notice of the annual meeting of the Association, the Board of Directors shall prepare a proposed annual budget for the ensuing calendar year estimating the total amount of the Common Expenses for the ensuing year and furnish a copy of such proposed budget to each Owner at the same time as the notice of annual meeting is mailed or delivered. The proposed annual budget shall be submitted to the Owners at the annual meeting of the Association for adoption, and if so adopted shall be the basis for the Regular Assessments for the ensuing calendar year. At the annual meeting of the Owners, the proposed budget may be approved in whole or in part, or may be amended in whole or in part by a majority vote of the Owners present or represented at the meeting (provided a quorum is present). However, the annual meeting of the Owners shall not be adjourned until an annual budget is approved. The failure or delay of the Board to prepare a proposed annual budget and to furnish a copy to the Owners shall not constitute a waiver or release of any Owner to pay the Expenses.

9.3 Regular Assessments. Unless otherwise determined by the Association, the Regular Assessment against each Residence shall be paid in one annual installment on or before December 31 of the same year following adoption of the budget. The budget will be adopted on or before November 15 of each year. Payment of the Regular Assessment shall be made to the Association as directed by the Board of Directors. However, any Owner may elect to pay Regular Assessments in advance. The Regular Assessment for each year shall become a lien on each separate Residence (Lot) in as of the date of the adoption of the annual budget. The initial Regular Assessment will be specified in the Bylaws, as will the limitation on the increase of the Regular Assessment for each year during the Development Period. Regardless of any provision in this Declaration to the contrary, no Regular Assessment will be applicable to any Lot or Residence owned by the Developer during the Development Period. However, Regular Assessments will be applicable to any Lot or Residence upon the transfer of fee simple title to such Lot or Residence to a third party (or upon sale of such Lot or Residence to a third party by conditional sales contract.) ***(Editor's Note: the above section, regarding payment of the Regular annual Assessment, was modified by an October 17, 2017, amendment to the Association Bylaws, Section 5.3, which allows also semi-annual or quarterly payments toward completion of payment of the annual Assessment, with prior arrangement with the management company.)***

9.4 Special Assessments. No Special Assessment shall be levied without the assent of two-thirds (2/3) of the Owners at a meeting duly called for such purpose. Each Owner, subject to the Regular Assessment described above, shall pay to the Association a Special Assessment on or before the due date(s) established by the Board of Directors. Regardless of any provision in this Declaration to the contrary, no Special Assessment will be applicable to any Lot or Residence owned by the Developer during the Development Period. However, Special Assessments will be applicable to any Lot or Residence upon the transfer of fee simple title to such Lot or Residence to a third party (or upon a sale of such Lot or Residence to a third party by conditional sales contract).

9.5 Adjustments. If the approved budget and Regular Assessment plus the reserves of the Association are insufficient to meet the Association's actual expenses in any year, such deficiencies may be corrected through one or more Special Assessments. If the approved Regular Assessments exceed actual expenses in any year, such surplus shall be retained and used to offset expenses in the next year(s).

9.6 Temporary Budget and Assessments. If for any reason an annual budget and the Regular Assessments for any year have not been determined as of January 1 of any year, the budget and Regular Assessments in effect during the preceding year shall continue in effect until such time as the annual budget and Regular Assessments are determined in accordance with this Declaration and the Bylaws. However, the preceding budget and Regular Assessments may be increased by up to 15% as the Board of Directors, by majority vote, may deem necessary.

9.7. Operating Funds. The Association shall be obligated to establish an operating fund for the various expenses to be paid by the Association pursuant to this Declaration, based upon good faith estimates of such expenses. Extraordinary expenditures not originally included in the annual estimate that become necessary during the year shall be charged by a Special Assessment. All amounts held by the Association pursuant to this Section shall be maintained in a federally insured account in a commercial bank, credit union, or savings bank doing business in Monroe County, Indiana.

9.8 Status of Funds Collected by Association. All funds collected pursuant to this Section shall be held and expended by the Association solely for the purposes designated in this Declaration, and, except for such adjustments as may be required to reflect delinquent or prepaid Regular or Special Assessments, shall be deemed to be held for the use, benefit, and account of the Owners for the payment of Common Expenses.

9.9 Accounting Practices of the Association. The annual budget, the Regular Assessment, and all sums assessed by the Association shall be established by using generally accepted accounting principles.

9.10 Collection of Assessments. Each Owner of a Lot will pay when due the Regular Assessments and Special Assessments levied by the Association. No Owner will be exempt from liability by waiving the right to use any facilities or by refusing to participate in the meetings of the Association. Each Assessment shall be due and payable on the due date as specified in this Declaration or in the Bylaws, or if not so specified, then on any due date(s) determined by the Board of Directors. Any Regular or Special Assessment which is not paid in full by the Delinquency Date shall be deemed delinquent without further notice or demand to the defaulting Owner, and shall bear interest on the unpaid balance from the Delinquency Date until fully paid, at an interest rate of 18% per annum. If any costs or expenses, including reasonable attorney's fees, are incurred by or on behalf of the Association with respect to the recovery or collection of any delinquent Assessment, all such costs and fees shall be due and payable immediately by such delinquent Owner and shall bear interest from the date incurred until paid in full, at an interest rate of 18% per annum. All interest and all costs and expenses payable with respect to a delinquent Assessment shall be added to and deemed a part of such delinquent Assessment and shall constitute a lien on the delinquent Owner's Residence or Lot as of the date on which such delinquent Assessment first became a lien, to enforce payment of the same by foreclosure or such lien and/or other appropriate legal proceedings in accordance with the laws of the State of Indiana. The Owner and any occupant shall be jointly and severally liable for the payment to the Association of reasonable rental for such Residence and the Board shall be entitled to the appointment of a receiver for the purpose of preserving the Residence and to collect rentals and other profits for the benefit of the Association to be applied to the unpaid Regular Assessments or Special Assessments. The Board may at its option, bring suit to recover a money judgment for any unpaid Regular Assessment or Special Assessment without foreclosing or waiving the lien securing the same.

9.11 Subordination of Assessment Lien to Mortgage. Regardless of anything contained in this Declaration, the Articles, or the Bylaws to the contrary, any sale or transfer of a Residence to a Mortgagee pursuant to a foreclosure on its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in a manner provided by law with respect to mortgage foreclosures shall extinguish the lien of any unpaid installment of any Regular Assessment or Special Assessment as to such installment which became due prior to such sale, transfer or conveyance. However, the extinguishment of such lien cannot relieve the prior Owner from personal liability for any sum owed.

9.12 Notice of Assessments. Upon written request to the Association, the Association shall deliver to any Owner, Mortgagee, prospective Mortgagee, title insurance company or agent, purchaser, or other prospective transferee, or a Residence, a written statement setting forth the amount of all unpaid Assessments, if any, with respect to the subject Residence, together with the amount of the current assessments for Common Expenses and the date(s) such as Assessments become due and payable. Any such written statement shall be binding upon the Association in favor of any person relying on it in good faith.

Section 10 Rights of Mortgagees

Except to the extent otherwise provided, no breach of these Restrictions shall defeat or render invalid the lien of any mortgage now existing or subsequently executed upon any portion of the Subdivision. However, if all or any portion of the Subdivision is sold under a foreclosure of a mortgage, any purchaser at such sale and its successors and assigns shall hold any and all land so purchased subject to this Declaration. Regardless of any other provision of this Declaration, neither Developer, Owners, nor the Design Committee shall have any right to make any amendment to this Declaration which materially impairs the rights of any Mortgagee holding, insuring, or guaranteeing any mortgage on all or any portion of the Subdivision at the time of such amendment.

Section 11 Liability Insurance for Association, etc.

The Association shall purchase a liability insurance policy in an amount required by the Bylaws, this Declaration, or any decision of the Board of Directors, which may be revised from time to time by the Board. The policy shall cover the Association, all persons acting or who may act as agents or employees of the Association, and all Owners and all other persons entitled to occupy any Residence. Such other policies as may be required by this Declaration may be obtained by the Owners through the Association including, without limitation, specialized policies covering officers' and directors' liability. The premium for such liability coverage will be divided equally among the Owners.

Section 12 General Provisions.

12.1 Duration. This Declaration shall be perpetual, run with, and bind the Real Estate subjected to this Declaration and shall inure to the benefit of and be enforceable by the Developer, its respective successors, assigns, heirs, executors, administrators, and personal representative, with the following exception:

The covenants and restrictions set forth in Sections 4 and 5 shall have an initial term of 20 years from the date this Declaration ***(Editor's Note: August 3, 2004)*** is recorded in the office of the Recorder of Monroe County, Indiana. At the end of this period ***(Editor's Note: August 2, 2024)***, such covenants and restrictions shall automatically be extended for successive periods of 10 years each unless at least two-thirds of all Owners, at the time of the expiration of the initial period or any extension period, shall sign an instrument, or instruments (which may be in counterparts) in which they agree to terminate any or all of the covenants, conditions, and restrictions in any manner as may be provided by law. However, no such agreement shall become binding unless written notice containing the terms of the proposed agreement is sent to every Owner at least 90 days ***(Editor's Note: deadline would be prior to Sunday, May 5, 2024)*** prior to taking action which authorizes such agreement. In any event, any such agreement shall not become effective and binding until three years after the recording of the fully executed instrument or instruments containing such agreement. During such interim, the existing covenants, conditions and restrictions shall continue to be applicable. ***(Editor's Note: see above Editor Notes listing the initial deadline dates for termination of these Covenants. As of Monday, May 6, 2024, no such instrument or instruments to terminate had been presented to the Sunflower Gardens HOA Board. Therefore, these Covenants shall continue in effect until Wednesday, August 2, 2034, with the next deadline to present instruments to terminate becoming Friday, May 5, 2034.)***

12.2 Amendment of Declaration. Except as otherwise provided, amendments to this Declaration shall be proposed and adopted in the following manner:

12.2.1 By Owners. Notice of the subject matter of the proposed amendment shall be given to each Owner of a Residence. Any proposed amendment to this Declaration must be approved by no less than 75% of the Owners. Each amendment to the Declaration shall be executed by the Owners casting votes in favor of the amendment and shall be recorded in the office of the Recorder of Monroe County, Indiana, and such amendment shall not become effective until recorded.

12.2.2 By Declarant. Regardless of any provision to the contrary, Developer shall have the right acting alone and without the consent or approval of the Owners, Builders or any other person, to amend or supplement this Declaration from time to time if such amendment or supplement is required to: (a) provide utility service to any Lot; (b) to bring this Declaration into compliance with any statutory requirements; (c) to correct clerical or typographical errors in this Declaration or any exhibit or any supplement or amendment; or (d) to implement any change which Developer reasonably believes furthers the purposes of this Declaration and the Subdivision. However, regardless of any other provisions of this Declaration to the contrary, neither the Declarant nor the Owners shall have any right to make any amendment to this Declaration, the Articles or the Bylaws which materially impairs the right of any Mortgagee or any party holding, insuring, or guaranteeing any mortgage on all or any portion of the Real Estate at the time of such amendment, unless the mortgagees consent in writing.

12.3 Notice. Any proposed change to the governing documents shall be provided in writing to all Owners at least 14 days prior to the meeting at which it is to be voted upon. In the event that a proposed change cannot be passed unaltered at such meeting, the voting shall be postponed to a later meeting and the notification requirements of this process shall restart. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent, and notice given, when delivered by electronic mail to the most recent e-mail address provided by the Owner to the Association's property management company or mailed by pre-paid regular U.S. mail, addressed to the Owner at the last known post office address of the person who appears as Owner in the records of Monroe County Auditor's office.

12.4 Severability. Should any covenant or restriction contained in this Declaration, or any Article, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties and the subject matter, such judgment shall not in any manner affect the other provisions of this Declaration, which are hereby declared to be severable and which shall remain in full force and effect.

12.5 Rule Against Perpetuities. If any provision of this Declaration shall be interpreted to constitute a violation of the rule against perpetuities, then such provision shall be deemed to remain in effect until the death of the last survivor of the now living descendants of the persons signing the Declaration on behalf of Developer plus 21 years.

12.6 Gender and Number**.** Whenever the context of this Declaration requires, the use of the masculine gender shall be deemed to refer to the feminine or neuter gender and the use of the singular shall be deemed to refer to the plural and vice versa. No pronoun usage shall be deemed to exclude a reference to an institutional, corporate, partnership, limited liability company, or any other type of business entity. The various titles are for convenience of reference only and shall not be used as an aid in construing the provisions of this instrument.

Amended Code of Bylaws
Of the
Sunflower Gardens
Association of Co-Owners, Inc.

Incorporates the following Amendments:

1. *May 17, 2008 by Board of Directors*
2. *October 2, 2012 during Special Meeting*
3. *October 2, 2012 during Annual Meeting*
4. *October 12, 2016 during Special Meeting*
5. *October 17, 2017 during Annual Meeting*

ARTICLE 1
Identification and Applicability

Section 1.1. Identification and Adoption. These Bylaws are adopted simultaneously with the execution of a certain Declaration to which these Bylaws are attached and made a part. The Declaration is incorporated in these Bylaws by reference, and all of the covenants, rights, restrictions and liabilities contained in the Declaration shall apply to and govern the interpretation of these Bylaws. The definitions and terms as defined and used in the Declaration shall have the same meaning in these Bylaws. The provisions of these Bylaws shall apply to the Real Estate and the administration and conduct of the affairs of the Association.

Section 1.2. Individual Application. All of the Owners, future Owners, tenants, future tenants, or their guests and invitees, or any other person that might use or occupy any Lot or any part of the Real Estate shall be subject to the rules, restrictions, terms and conditions set forth in the Declaration and these Bylaws. The acceptance of a deed of conveyance, the execution of a lease, or the occupancy of a Lot shall constitute an agreement that these Bylaws (and any rules and regulations made pursuant to the Bylaws) and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified, and will be controlling.

ARTICLE 2
Meetings of the Association

Section 2.1. Purpose of Meetings. At least annually, and at such other times as may be necessary, a meeting of the Owners shall be held for the purpose of electing the Board of Directors, approving the annual budget, providing for the collection of the Common Expenses and assessments, and for such other purposes as may be required by the Declaration and these Bylaws.

Section 2.2. Annual Meeting. The annual meeting of the members of the Association shall be held during October in each calendar year. At the annual meeting the Owners shall elect the Board of Directors in accordance with the provisions of these Bylaws and transact such other business as may properly come before the meeting.

Section 2.3. Special Meetings. A special meeting of the member of the Association may be called by resolution of the Board of Directors or upon a written petition by the Owners who have not less than 25% of the Class A membership votes. The resolution or petition shall be presented to the President or Secretary of the Association and shall state the purpose for which the meeting is called. No business shall be transacted at a special meeting except as stated in the petition or resolution.

Section 2.4. Notice and Place of Meetings. All meetings of the members of the Association shall be held at any suitable place in Monroe County, Indiana, as may be designated by the Board of Directors. Written notice stating the date, time and place of any meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered or mailed by the Secretary of the Association to each Owner and, if applicable, to any Mortgagee not less than 14 days prior to the date of such meeting. The notice shall be mailed or delivered to the Owners at their address as it appears upon the records of the Association and to the mortgagee at the address as it appears on the records of the

Association. Attendance at any meeting in person or by proxy shall constitute a waiver of notice of such meeting.

Section 2.5. Substitute Annual Meeting. If the annual meeting shall not be held on the day designated by the Bylaws, a substitute annual meeting may be called in accordance with the provisions of Section 2.4. A meeting so called shall be designated and treated for all purposes as the annual meeting.

Section 2.6. Voting.

2.6.1. Number of Votes. For the purposes of conducting meetings and voting at meetings, the Declarant shall be considered included in the term "Owner". Voting rights shall be determined as otherwise specified in the Declaration and these Bylaws. Each Owner or group of Owners (including the Board of Directors, if the Board of Directors or its designee shall then hold title to one or more Lots) shall be entitled to the number of votes specified in the Declaration. The vote of a majority of the percentage ownership of Lot Owners present in person or by proxy at a meeting at which a quorum shall be present shall be binding upon all Lot Owners for all purposes except for those purposes for which a higher percentage of votes is required by the Declaration, the Bylaws, or the law.

2.6.2. Multiple Owner. Where the Owner of a Lot constitutes more than one person, or is an entity, there shall be only one voting representative entitled to vote on behalf of that Lot. At the time of acquisition of title to a Lot by a multiple Owner or entity, those persons constituting such Owner shall file with the Secretary of the Association a proxy appointing one of such persons or partners as the voting representative. Such voting representative shall continue in such capacity until he or she relinquishes such appointment in writing, becomes incompetent, dies, such appointment is rescinded by an order of a court of competent jurisdiction, or the subject Lot which forms the basis of the vote is conveyed. Such appointed voting representative may grant a proxy to another to vote in his place at a particular meeting or meetings, which shall not constitute a permanent relinquishment of his right to act as voting representative for the Lot.

2.6.3. Voting by Entity. If an entity is an Owner or is otherwise entitled to vote, the person duly appointed and empowered by such entity shall cast the vote to which the entity is entitled.

2.6.4. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary before the appointed time of each meeting and shall conform to IC 32-25.5-3-10. Every proxy shall be revocable and shall automatically cease upon conveyance by a member of his Lot or upon receipt of notice by the Secretary, or the Board of the death or judicially declared incompetence of a member or upon the expiration of 11 months from the date of the proxy. A form of proxy or written ballot may provide an opportunity to specify approval or disapproval with respect to any proposal.

2.6.5. Quorum and Voting. Except as otherwise expressly provided in the Declaration or these Bylaws, the Owners representing 50% of all votes of the membership, taken together, shall constitute a quorum at all meetings. The term "majority of Owners" or "majority of vote", as used in these Bylaws, shall mean at least 51% of all votes entitled to be cast by those Owners and by the Declarant who are present (in person or by proxy) at a meeting in accordance with the Declaration, as it may be amended from time to time. ***(Editor's Note: 51% equals 23 of 45 units.)***

2.6.6. Conduct of the Meeting. The Chairman of the meeting shall be the President of the Association, who shall call the meeting to order at the duly designated time and business will be conducted in the following order:

2.6.6.1. Reading of the Minutes. The Secretary shall read the minutes of the last annual meeting or any special meeting held subsequently.

2.6.6.2. Treasurer's Report. The Treasurer shall report to the Members concerning the financial condition of the Association and answer relevant questions of the Members concerning the Common Expenses and financial report for the prior year and the proposed budget for the current year.

2.6.6.3. Budget. The proposed budget for the next calendar year shall be presented to the Members for approval or amendment.

2.6.6.4. Election of the Board of Directors. Nominations for the Board of Directors may be made by any Member from those persons eligible to serve. To be eligible to serve on the Board of Directors, a Member must not have any outstanding debt with the HOA. Nominations can be submitted to the Secretary of the Association (or the Property Management Company, if applicable) prior to the date of the annual meeting. Nominations can also be solicited from the floor at the annual meeting from Members who are willing to serve. Each Member may cast the total number of votes to which such Member is entitled for each nominee to be elected. Those persons receiving the highest number of votes shall be elected. All voting for election of members of the Board of Directors shall be conducted by secret written ballot. ***(Editor's Note: Since the Oct. 17, 2017, Annual Meeting, the requirement for a secret written ballot was waived by majority vote of the Owners/Proxies attending.)***

2.6.6.5. Other Business. Other business may be brought before the meeting only upon a written request submitted to the Secretary of the Association at least 10 days prior to the date of the meeting; however, such written request may be waived at the meeting if agreed by a majority of the vote.

2.6.6.6. Adjournment. The meeting shall be adjourned at the conclusion of all business. One or more recesses may be taken, if necessary.

ARTICLE 3
Board of Directors

Section 3.1. Board of Directors.

3.1.1. Function of Directors. The business and property of the Association shall be managed and directed by the Board of Directors composed of three persons or by such Committees as the Board may establish pursuant to the Bylaws.

3.1.2 Initial Directors. The initial board of three Directors who shall serve from the date upon which this Declaration is recorded in Monroe County, Indiana, public records until expiration of their terms and until the qualification of successor Directors elected at a meeting of voting members are:

a) Philip O. Tapp
b) Ben E. Bledsoe
c) Barbara E. Tapp

3.1.3. Subsequent Directors. Directors elected after the term of the initial Board of Directors has expired shall be elected at the annual meeting of the Association and those persons who receive the highest number of votes shall be deemed to have been elected. The size of the Board of Directors may be increased or decreased from time to time upon the affirmative vote of 75% in common interest of all Owners provided that there shall not be fewer than three or more than five Directors. Each Director shall be a Class "A" or Class "C" member of the Association. Nothing contained in this section shall be construed to prevent the election of a Director to succeed oneself.

3.1.4. General. Members of the Board of Directors shall receive no compensation for their services. Vacancies in the Board, including vacancies due to any increase in the number of persons on the Board shall be filled by majority vote of the remaining members, except that a vacant position of the Board last filled by a person appointed by the Declarant shall be filled by a person appointed by the Declarant. Any Director so elected or appointed to fill a vacancy shall hold office for a term equal to the unexpired term of the Director being replaced. Except as otherwise provided in this Declaration, the Common Area shall be managed by the Board and the Board shall act by majority vote of those present at its meetings when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt. A majority of the total number of members of the Board shall constitute a quorum.

3.1.5. Style of Meetings. All meetings of the Board shall be open to attendance by any Lot Owner, except that the President may call the Board into executive session on matters of personnel, infractions of the rules and regulations of the Association, and matters of similar sensitivity. Any action taken by the Board in executive session shall be recorded in the minutes.

3.1.6. Waiver of Meeting. Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting, if a written consent to such action is signed by all Directors and such consent is filed with the minutes of proceedings of the Board.

3.12. Removal of Directors. A Director may be removed from office by a majority vote at any annual or special meeting of the HOA members at which there is a quorum. Any director so removed may be replaced at the same meeting (just as if it were an annual meeting in cases where it is not) as provided in Section 2.6.6.4.

Section 3.2. Power of the Board of Directors. The Board of Directors shall have such powers as are reasonable and necessary to accomplish the performance of their duties. These powers include, but are not limited to, the power:

3.2.1. to employ a managing agent or a real estate management company (either called "Managing Agent") to assist the Board in performing its duties;

3.2.2. to purchase for the benefit of the Owners such equipment, materials, labor and services as may be necessary in the judgment of the Board of Directors;

3.2.3. to procure for the benefit of the Owners fire and extended coverage insurance covering the property of the Association (if any) and the Buildings in accordance with the Declaration, as amended, and to procure public liability and property damage insurance, Directors and officers liability insurance, workers' compensation insurance, and such other insurance as the Board of Directors may determine is necessary for the benefit of the Owners and the Association;

3.2.4. to employ legal counsel, architects, contractors, accountants, and others as in the judgment of the Board of Directors may be necessary or desirable in connection with the business and affairs of the Association;

3.2.5. to include the costs of all the above items as Common Expenses and assessments and to pay all such costs;

3.2.6. to consent to amendment of the Declaration;

3.2.7. to adopt, revise, amend and alter from time to time reasonable rules and regulations with respect to use, occupancy, operation, and enjoyment of the property in Sunflower Gardens; and,

3.2.8. to open and maintain a bank account or accounts in the name of the Association.

Section 3.3. Limitation and Board Action. The authority of the Board of Directors to enter into contracts shall be limited to contracts involving a total expenditure of less than $5,000.00 without obtaining the prior approval of a majority of Owners, except in the case of proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the Owners at the annual meeting.

Section 3.4. Compensation. No Director shall receive any compensation for any service rendered by the Association except to the extent required for reimbursement for actual expense incurred in the performance of such duties.

Section 3.5. Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of Directors. The Secretary shall give notice of regular meetings of the Board to each Director personally or by United States mail or if available to recipient by electronic mail at least five days prior to the date of such meeting.

Special meetings of the Board of Directors may be called by the President or any two members of the Board. The person or persons calling such meeting shall be given written notice to the Secretary who shall either personally or by mail and at least three days prior to the date of the special meeting, give notice to the Board members. The notice of the meeting shall contain a statement of the purpose for which the meeting is called. Such meeting shall be held at such time within Monroe County, Indiana, as shall be designated in the notice.

Section 3.6. Waiver of Notice. Before any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. The presence of any Director at a meeting shall, as to such Director, constitute a waiver of notice of the time, place and purpose. If all Directors are present at a meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 3.7. Quorum. At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business and the votes of the majority of the Directors present at a meeting at which a quorum is present shall be the decision of the Board.

3.8. Non-Liability of Directors. The Board of Directors shall not be liable to the Association for any error or mistake of judgment exercised in carrying out their duties and responsibilities as Directors, except for their own individual willful misconduct, bad faith or gross negligence. The Association shall indemnify and hold harmless each of the Directors against any and all liability to any person, firm or corporation arising out of contracts made by the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or Bylaws. It is intended that the Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. Every contract made by the Board shall provide that the Board, in executing such contract, is acting as Agent for the Association and shall have no personal liability.

Section 3.9. Additional Indemnity of Directors. The Association shall indemnify all persons, and their heirs, assigns, and legal representatives, made a party to any action, suit or proceeding because of being a Director of the Association, against any reasonable expenses, including attorneys' fees, actually and necessarily incurred in connection with the defense of such action, suit or proceeding, or in connection with any appeal, unless a majority of the Owners find that such Director was guilty of gross negligence or misconduct. In making such findings, no Director shall be considered or deemed guilty of or liable for negligence or misconduct in the performance of duties where, acting in good faith, such Director relied on the books and records of the Association or statements or advice made by or prepared by any agent of the Association or any officer or employee, or any accountant, attorney, or other person, firm, or corporation employed by the Association to render advice or service unless such Director had actual knowledge of the falsity or incorrectness of such information; nor shall any Director be deemed guilty of or liable for negligence or misconduct by failing or neglecting to attend a meeting or meetings of the Board.

Section 3.10. Bond. The Board of Directors may require any or all officers or employees of the Association handling or responsible for Association funds to be covered by an adequate bond.

Section 3.11. Informal Action of Directors. Action taken by a majority of the Directors without a meeting is nevertheless Board action if written consent to the action in question is signed or sent by electronic mail (email) by all of the Directors and filed with the minutes of the proceedings of the Board, whether done before or after the action is taken.

ARTICLE 4
Officers

Section 4.1. Officers of the Association. The principal officers of the Association shall be the President, Vice President and Secretary/Treasurer, all of whom shall be elected by the Board. The Directors may appoint such other officers as in their judgment may be necessary. Any two or more offices may be held by the same person, except that the duties of the President and Secretary shall not be performed by the same person. Each officer will serve for a term of one year except an officer filling a vacancy created by resignation, death or removal of another officer in which case the term shall be limited to the unexpired term.

Section 4.2. Election of Officers. The officers of the Association shall be elected annually by the Board at the initial meeting of each new Board. Upon an affirmative vote of a two-thirds (2/3) majority of all members of the Board, any officer may be removed either with or without cause and a successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 4.3. President. The President shall be elected from among the Directors and shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board, shall have and discharge all the general powers and duties usually vested in the office of president or chief executive officer of an association or a stock corporation organized under the laws of Indiana, including but not limited to, the power to appoint committees from among the Owners as may be deemed necessary to assist in the affairs of the Association and to perform such other duties as the Board may from time to time prescribe.

Section 4.4. Vice President. If the Board of Directors deems it appropriate, the office of Vice President will be filled. In such event, the Vice President shall be elected from among the Directors and shall perform all duties incumbent upon the President during the absence or disability of the President. The Vice President shall also perform such other duties as these Bylaws may prescribe or as shall, from time to time, be imposed by the Board or by the President.

Section 4.5. Secretary. The Secretary shall be elected from among the Directors. The Secretary shall attend all meetings of the Association, and the Board and shall keep or cause to be kept a true and complete record of the proceedings of such meetings, shall perform all other duties incident to the office of the Secretary and such other duties as from time to time may be prescribed by the Board. The Secretary shall specifically see that all notices of the Association or the Board are duly given, mailed, or delivered, in accordance with the provisions of these Bylaws, and that copies of meeting minutes are provided to members upon request. The Secretary and President shall not be the same person.

Section 4.6. Treasurer. The Board shall elect from among the Directors a Treasurer who shall maintain a correct and complete record of account showing accurately at all times the financial condition of the Association and such other duties incident to the office of Treasurer. The Treasurer shall be the legal custodian of all monies, notes, securities, and other valuables which may from time to time come into possession of the Association, shall immediately deposit all funds of the Association in some reliable bank or other depository to be designated by the Board, and shall keep such bank account in the name of the Association.

Section 4.7. Assistant Officers. The Board of Directors may, from time to time, designate and elect from among the Owners an Assistant Secretary and Assistant Treasurer who shall have such powers and duties as the officer whom they are elected to assist shall delegate to them and such other powers and duties as these Bylaws or the Board of Directors may prescribe.

Section 4.8. Compensation. No officer shall receive compensation from the Association for acting as an officer.

Section 4.9. Records. Board members (and the Management Company when there is one) are responsible for keeping copies for a minimum of two years of any correspondence whether written or electronic regarding financial transactions of the Association.

ARTICLE 5
Assessments

Section 5.1. Annual Accounting. Annually after the close of each calendar year of the Association, the Board of Directors shall cause to be prepared and furnished to each Owner a financial statement which shows all receipts and expenses during the preceding calendar year. The annual accounting shall be mailed or delivered to each Owner within 30 days after receipt of the financial statement by the Board of Directors from the Association's accountant or preparer.

Section 5.2. Proposed Annual Budget. Annually on or before the date of the annual meeting of the Association, the Board of Directors shall prepare a proposed annual budget for the ensuing calendar year estimating the total amount of the Common Expenses for the year, and, furnish a copy of such proposed budget to each Owner at the same time as the notice of annual meeting is mailed or delivered. The proposed annual budget shall be submitted to the Owners at the annual meeting of the Association for adoption, and if so adopted shall be the basis for the Regular Assessments for the ensuing calendar year. At the annual meeting of the Owners, the proposed budget may be approved in whole or in part, or may be amended in whole or in part by a majority vote of the Owners present or represented at the meeting (provided a quorum is present); however, in no event shall the annual meeting of the Owners be adjourned until an annual budget is approved.

The failure or delay of the Board of Directors to prepare a proposed annual budget and to furnish a copy to the Owners shall not constitute a waiver or release of the Owner to pay the Common Expenses.

Section 5.3. Regular Assessments. The Regular Assessment against each Lot shall be paid in quarterly installments in January, April, July and October of the current year, and shall be due no later than January 30, April 30, July 30, and October 30 of that year, respectively. Any Owner may elect to pay Regular Assessments in advance. If the total Regular Assessment is not paid by October 30, a lien shall be placed on each separate Lot as of November 1 of the year in which the assessment is owed. ***(Editor's***

Note: Owners may choose, without an interest penalty, to pay annually, semi-annually or quarterly, with notice of their choice provided to the management company.)

Section 5.3.1. Assessment for Insurance. Annual insurance assessments (covering both casualty insurance on the supporting structures and the exterior of residences and liability insurance for the Association) are invoiced separately from Regular Assessments for Common Expenses. The Assessment for Insurance is due no later than 30 days from the date on the invoice. If the insurance assessment is not paid in full by the due date, the Board may follow collection procedures, including liens and/or fines, as described in Bylaws Sections 5.3 and 5.10.

Section 5.4. Special Assessments. No Special Assessments shall be levied without the assent of two-thirds (2/3) of the Owners at a meeting duly called for this purpose. Each Owner, subject to the Regular Assessment shall pay to the Association a Special Assessment on or before the due date(s) established by the Board of Directors.

Section 5.5. Adjustments. If the approved budget and Regular Assessments plus the reserves of the Association are insufficient to meeting the Association's actual expenses in any year, such deficiencies may be corrected through one or more Special Assessments. If the approved Regular Assessments exceed actual expenses in any year, such surplus shall be retained and used to offset expenses in the next year(s).

Section 5.6. Temporary Budget and Assessments.

Section 5.6.1. If there is no quorum at the annual meeting, the Board may set an annual budget and Regular Assessments for the next year of up to 110% of the amount of the last annual budget and Regular Assessments.

5.6.2. If for any reason an annual budget and the Regular Assessments for any year have not been determined as of December 15th of any year, the annual budget and Regular Assessments in effect during the preceding year shall continue in effect until such time as the annual budget and Regular Assessments are determined in accordance with this Declaration and these Bylaws.

Section 5.7. Reserve and Operating Funds. The Association may establish a reserve fund for the repair of certain areas in the subdivision consistent with the Declaration based upon good faith estimates of the useful life and replacement cost of such areas made or obtained by the Association. The reserve fund shall be funded through the payments by the Owners subject to the Regular Assessment of Common Expenses and not by an extraordinary or Special Assessment. Extraordinary expenditures not originally included in the annual estimate that become necessary during the year shall be charged first against the reserve fund so established before any Special Assessment is made or levied. In addition to the reserve fund, an operating fund shall be established and maintained by the Association. All sums held by the Association under this paragraph shall be maintained in a federally-insured, interest-bearing account in a commercial or savings bank doing business in Monroe County, Indiana, and all interest shall be added to and deemed a part of such fund.

Section 5.8. Status of Funds Collected by Association. All funds collected pursuant to this Section 5 shall be held and spent by the Association solely for the purposes designated and, except for such adjustments as may be required to reflect delinquent or prepaid Regular or Special Assessments, shall be deemed to be held for the use, benefit and account of the Owners for the payment of Common Expenses.

Section 5.9. Accounting Principles of the Association. The annual budget, the Regular Assessment, and all sums assessed by the Association shall be established by using generally accepted accounting principles. The annual budget and the Regular Assessment shall, in addition, be established to include the establishment and maintenance of a replacement reserve fund for capital expenditures and replacement and repair to the extent such capital expenditures and replacement and repair is the obligation of the Association, which replacement reserve fund shall be used for those purposes and not for usual and ordinary repair expenses.

Section 5.10. Collection of Assessments. Each Assessment shall be due and payable on the due date as specified in this Declaration or in the Bylaws, or if not specified, then on any due date(s) determined by the Board of Directors. Any Regular or Special Assessment which is not paid in full by the payment deadline shall be deemed delinquent without further notice or demand to the defaulting Owner, and shall bear interest on the unpaid balance from the deadline until fully paid, at a rate of interest equal to 18% per annum. If any costs or expenses, including attorney's fees, are incurred by or on behalf of the Association with respect to the recovery or collection of any delinquent Assessment, all such costs and fees shall be due and payable immediately by such delinquent Owner and shall bear interest from the date incurred until paid in full, at a rate of interest equal to 18% per annum. All interest and all costs and expenses payable with respect to a delinquent Assessment shall be added to and deemed a part of such delinquent Assessment and shall constitute a lien on the delinquent Owner's Lot as of the date on which such delinquent Assessment first became a lien, to enforce payment of the same by foreclosure of said lien and/or other appropriate legal proceedings in accordance with the laws of the State of Indiana. The Owner and any occupant of the Lot shall be jointly and severally liable for the payment to the Association of reasonable rental for such Lot and the Board of Directors shall be entitled to the appointment of a receiver for the purpose of preserving the Lot and to collect rentals and other profits for the benefit of the Association to be applied to the unpaid Regular Assessments or Special Assessments. The Board of Directors may at its option, bring suit to recover a money judgment for any unpaid Regular Assessment or Special Assessment without foreclosing or waiving the lien securing it.

5.11. Subordination of Assessment Lien to Mortgage. Regardless of anything contained in this Declaration, the Articles, or the Bylaws to the contrary, any sale or transfer of a Lot to a Mortgagee pursuant a foreclosure on its mortgage or conveyance in lieu of foreclosure, or a conveyance to any person at a public sale in a manner provided by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid installment of any Regular Assessment or Special Assessment as to such installment which became due prior to such sale, transfer, or conveyance; however, the extinguishment of such lien cannot relieve the prior Owner from personal liability.

Section 5.12. Notice of Assessments. Upon two days' written notice to the Association, the Association shall deliver to any Owner, Mortgagee, prospective Mortgagee, title insurance company or agent, purchaser or other prospective transferee of a Lot, a written statement setting forth the amount of all unpaid Assessments, if any, with respect to the Lot, together with the amount of the current assessments for Common Expenses and the date(s) such Assessments become due and payable. Any such written statement shall be binding upon the Association in favor of any person relying on it in good faith.

ARTICLE 6
Rules and Regulations

The Board of Directors may promulgate reasonable rules and regulations regarding the operation of the Association or the subdivision, as it may deem necessary from time to time. Such rules as are adopted may be amended by vote of a majority of the Board, the Board shall cause copies of such rules to be delivered and mailed promptly to all Owners.

ARTICLE 7
Amendment to Bylaws

Except as otherwise provided in these Bylaws or in the Declaration, these Bylaws may be amended by a vote of not less than 66 2/3 percent of the votes of the Owners in a duly constituted meeting called for such purpose. However, no amendment to these Bylaws which materially impairs the right of any Mortgagee or any party holding, insuring, or guaranteeing any mortgage on all or any portion of the Condominium Property may be made unless the Mortgagee(s) consent(s) in writing to the amendment.

ARTICLE 8
Grievance Resolution

All claims arising from the Bylaws and governing documents of the HOA among the HOA, its members and/or the HOA Board shall be resolved in accordance with IC 32-25.5-5.

EXHIBIT A
Legal Description
Sunflower Gardens Phase I

A part of Section 8, Township 8 North, Range 1 West, Monroe County, Indiana, also being a portion of Lot 14 in Woolery Planned Community Phase VII as recorded in Plat Cabinet C, Envelope 345, more particularly described as follows:

COMMENCING at the Northwest corner of said Lot 14; thence SOUTH 88 degrees 02 minutes 02 seconds EAST along the Southerly Right of Way of Country Side Lane 135.63 feet to the true point of beginning; thence SOUTH 24 degrees 51 minutes 51 seconds EAST a distance of 81.43 feet; thence SOUTH 68 degrees 36 minutes 27 seconds EAST a distance of 72.97 feet; thence SOUTH 47 degrees 50 minutes 46 seconds EAST a distance of 44.00 feet; thence SOUTH 10 degrees 10 minutes 50 seconds EAST a distance of 61.36 feet to the point of curvature of a non tangent curve to the right concave southerly having a radius of 100.00 feet and a chord bearing and distance of NORTH 81 degrees 51 minutes 50 seconds EAST, 7.13 feet; thence Easterly along said curve through a central angle of 4 degrees 05 minutes 19 seconds for a length of 7.14 feet; thence NORTH 83 degrees 54 minutes 29 seconds EAST a distance of 55.06 feet; thence SOUTH 06 degrees 05 minutes 31 seconds EAST a distance of 50.00 feet to a non tangent curve to the right having a radius of 25.00 feet concave Southwesterly and a chord bearing and distance of SOUTH 45 degrees 05 minutes 55 seconds EAST, 38.85 feet; thence Southeasterly along said curve through a central angle of 101 degrees 58 minutes 11 seconds for a length of 44.50 feet to a point of compound curvature for a tangent curve to the right having a radius of 325.00 feet and a chord bearing and distance of SOUTH 08 degrees 15 minutes 32 seconds WEST, 26.81 feet; thence Southerly along said curve through a central angle of 4 degrees 43 minutes 42 seconds for a length of 26.82 feet; thence SOUTH 10 degrees 37 minutes 23 seconds WEST a distance of 26.51 feet; thence SOUTH 79 degrees 17 minutes 54 seconds EAST a distance of 182.62 feet; thence NORTH 55 degrees 22 minutes 53 seconds EAST a distance of 381.03 feet; thence NORTH 00 degrees 35 minutes 30 seconds WEST a distance of 361.28 feet; thence NORTH 15 degrees 17 minutes 53 seconds WEST a distance of 150.83 feet to a non tangent curve to the left having a radius of 470.00 feet concave Southerly and a chord bearing and distance of SOUTH 44 degrees 39 minutes 58 seconds WEST, 13.08 feet; thence Westerly along said curve through a central angle of 01 degrees 35 minutes 42 seconds for a length of 13.08 feet; thence SOUTH 43 degrees 52 minutes 08 seconds WEST a distance of 295.80 feet to a tangent curve to the right having a radius of 510.00 feet and a chord bearing and distance of SOUTH 67 degrees 55 minutes 03 seconds WEST, 415.66 feet; thence Westerly along said curve through a central angle of 48 degrees 05 minutes 50 seconds for a length of 428.12 feet; thence NORTH 88 degrees 02 minutes 02 seconds WEST a distance of 81.71 feet to the Point of Beginning containing 5.72 acres (0.12 in Section 7 and 5.60 in Section 8).

This survey was executed according to survey requirements contained in Section 1 through 19 of 865 IAC 1-12.