

GARDEN GREEN OWNERS' ASSOCIATION BYLAWS

ARTICLE I. MEMBERSHIP

Membership

Section 1.01. The members of the Garden Green Owners' Association ("Association") shall be the owners ("Owner" or collectively, "Owners") of the property located at 807 South Morton Street, City of Bloomington, State of Indiana (the "Property").

Townhomes

Section 1.02. The Property includes five (5) townhomes, more particularly described as follows:

TOWNHOME UNIT 1:	015-57645-13 B-Line Station Lot 13E
TOWNHOME UNIT 2:	015-57644-13 B-Line Station Lot 13D
TOWNHOME UNIT 3:	015-57643-13 B-Line Station Lot 13C
TOWNHOME UNIT 4:	015-57642-13 B-Line Station Lot 13B
TOWNHOME UNIT 5:	015-57640-13 B-Line Station Lot 13A

And a common area lot, more particularly described as 015-57646-13 B-Line Station Lot 13F.

ARTICLE II. VOTING, MAJORITY OF OWNERS, QUORUM, AND PROXIES

Voting

Section 2.01. Every Owner in good standing shall be entitled to one vote for each unit.

Proxies

Section 2.02. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

ARTICLE III. ASSOCIATION OF OWNERS

Creation and Responsibilities

Section 3.01. The Owners of the Townhomes shall constitute the Association, which will have the responsibility of maintaining the Property, approving the annual budget, and establishing and collecting monthly assessments. Except as otherwise provided in these bylaws, decisions and resolutions of the Association shall require approval by a majority of Members. The Association shall be organized and operated as a not-for-profit corporation under the laws of the State of Indiana.

Place of Meetings

Section 3.02. Meetings of the Association shall be held at the principal office of the

Property or such other suitable place convenient to the Owners as may be designated by the Board of Directors.

Annual Meetings

Section 3.03. The first annual meeting of the Association shall be held on February 23, 2015. Thereafter, annual meetings of the Association shall be held on the first Saturday in February in each succeeding year. At such meetings there shall be elected a Board of Directors in accordance with Section 4.05 of these bylaws. The Owners may also transact such other business of the Association as may properly come before them.

Special Meetings

Section 3.04. It shall be the duty of the President to call a special meeting of the Owners as directed by resolution of the Board of Directors or upon a petition signed by a majority of the Members and presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice, unless accompanied by the consent of four-fifths (4/5) of the Owners present either in person or by proxy.

Notice of Meetings

Section 3.05. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Owner of record, at least fifteen (15) days prior to such meeting. The mailing of notice in the manner provided in this section shall be considered notice served.

Adjourned Meetings

Section 3.06. If any meeting of Owners cannot be organized because a quorum has not attended, the Owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Order of Business

Section 3.07. The order of business at all meetings of the Owners shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of committees.
- (f) Election of directors.
- (g) Unfinished business.
- (h) New business.

ARTICLE IV. BOARD OF DIRECTORS

Number and Qualification

Section 4.01. The affairs of the Association shall be governed by a Board of Directors composed of five persons, all of whom must be Owners of units in the Property.

General Powers and Duties

Section 4.02. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or these bylaws directed to be exercised and done by the Owners.

Specific Duties

Section 4.03. In addition to duties imposed by these bylaws or by resolution of the Association, the Board of Directors shall be responsible for the following:

- (a) Care, upkeep, and surveillance of the Property, the common areas and facilities, and the limited common areas and facilities, including disbursement of funds from the account of the Association to cover payment therefor upon certification by the management agent that such services have been properly performed or other expenses reasonably incurred.
- (b) Collection of assessments from the unit Owners.
- (c) Employment and dismissal of the personnel necessary for the maintenance and operation of the Property, the common areas and facilities, and the limited common areas and facilities.
- (d) Obtaining adequate and appropriate kinds of insurance.
- (e) Preparation, adoption, and distribution of the annual budget for the property.
- (g) Adoption and amendment of rules and regulations covering the details of the operation and use of the property.

Management Agent

Section 4.04. The Board of Directors may employ for the Association a management agent at a compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 4.03 hereof. Any contract or agreement with any such management agent shall conform to any requirements now or hereafter imposed on such agreements by law.

Election and Term of Office

Section 4.05. At the first annual meeting of the Association the term of office of three Directors shall be fixed at two (2) years, and the term of office of two Directors shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of two (2) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

Vacancies

Section 4.06. Vacancies in the Board of Directors caused by any reason other than the removal of a Director or by a vote of the Association shall be filled by vote of the majority

of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

Removal of Directors

Section 4.07. At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority of the Owners and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.

Organization Meeting

Section 4.08. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order for such meeting to be legally constituted, providing a majority of the entire Board shall be present.

Regular Meetings

Section 4.09. 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 the Directors, but at least one such meeting shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director personally or by mail, telephone, or telegraph, at least ten (10) days prior to the day named for such meeting. All meetings shall be open to all unit Owners.

Special Meetings

Section 4.10. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director in the manner specified in Section 4.09, which notice shall state the time, place (as provided above), and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three Directors.

Waiver of Notice

Section 4.11. Before or at 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 such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Quorum of Directors

Section 4.12. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the

Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Compensation of Board Members

Section 4.13. Each member of the board shall receive no compensation for services, but shall be entitled to reimbursement from the Association for all expenses reasonably incurred in the discharge of said member's duties and responsibilities.

ARTICLE V. OFFICERS

Designation of Officers

Section 5.01. The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by and from the Board of Directors. The Directors may appoint an assistant treasurer, an assistant secretary, and such other officers as in their judgment may be necessary.

Election of Officers

Section 5.02. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

Removal of Officers

Section 5.03. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

President

Section 5.04. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of President of an Association, including but not limited to the power to appoint committees from among the Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Vice President

Section 5.05. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform

such other duties as shall from time to time be imposed upon him by the Board of Directors.

Secretary

Section 5.06. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

Treasurer

Section 5.07. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

Compensation

Section 5.08. The officers shall receive no compensation for their services, but shall be entitled to reimbursement from the Association for all expenses reasonably incurred in the discharge of their duties and responsibilities.

ARTICLE VI. FINANCE AND ADMINISTRATION

Books and Records

Section 6.01. The Board of Directors, through the Treasurer and management agent, shall keep accurate books and financial records of the Property and the Association, including, but not limited to, a detailed account of the expenditures and receipts affecting the Property and its administration, and specifying the operating expenses of the Property. Such expenses shall be determined and allocated as hereinafter provided.

Periodic Financial Statements

Section 6.02. The Board shall cause to be prepared and distributed to each Owner annually an itemized accounting of the common expenses actually incurred and paid during the preceding period, together with a tabulation of the amounts collected pursuant to the annual budget or by assessment, and showing the net excess or deficit of income over expenditures plus reserves.

Access to Books and Records

Section 6.03. The Books and records of the Association, and all other documents pertaining to the Property, shall be open to inspection by any Owner at all reasonable times during regular business hours.

Preparation of Annual Budget

Section 6.04. In preparing the annual budget of the Association, the Board of Directors shall include provision for reasonably anticipated expenses resulting from normal maintenance and wear and tear to the common areas and facilities, any extraordinary expenses that will be required, salaries and compensation for any employees of the Association not in excess of the prevailing rate, insurance premiums, reasonable incidental expenses related to the administration of the Property, any reserves required under these bylaws or deemed necessary by the Board to meet unanticipated expenses, and such other items as are designated as expenses of the Association by these bylaws, or by law. All expenses shall be itemized specifically and in detail. The anticipated amount of each such item or service shall whenever possible be determined from a contract with or estimate from a provider of such item or service; or, if there is no contract or estimate, from a good-faith determination as to the cost at which such item or service can be obtained.

Reserve Fund

Section 6.05. The Association shall maintain a reserve fund to cover major repairs and replacement of common areas and facilities, including the repair of the roof, exterior window, exterior doors, sun trellises, decks on south side of Property, and canopies on west and east sides of Property. This fund shall be used only for major repairs and replacement of the common areas and facilities, and for no other purpose. Any repairs or replacement of common areas and facilities, including the repair of the roof, exterior windows, exterior doors, sun trellises, decks on south side of Property, and canopies on west and east sides of Property caused by owner, resident, or lessee will be charged to the responsible owner, resident, or lessee, who will reimburse the Association for said repairs. Thirty percent (30%) of the operating budget shall be deposited annually into the Reserve Fund by the Owners. Disputes relating to the use of the reserve fund will be resolved by the majority of Owners.

Bio Swale and Drainage Facility Fund

Section 6.06. The Association shall maintain a reserve fund to cover maintenance, repairs, and replacement of the bio swale and underground drainage facilities, including the easement described and conveyed in the plat and the portion of the bio swale considered as common area of the Property. The Developer will contribute an initial amount of \$5000 into the reserve fund. This fund shall be used only for maintenance, repairs, and replacement of the bio swale and underground drainage facilities, and for no other purpose.

Remedies

Section 6.07. (a) The rules and regulations adopted by the Board of Directors may impose reasonable fines for noncompliance with the provisions thereof, and may provide for reasonable interest and late charges on past due assessments.

(b) Any dispute, claim, or grievance arising out of, or relating to, the interpretation or application of the bylaws, or management agreement, if any, shall, upon request of the parties thereto, be submitted to arbitration before the disinterested members of the Board; or, if the Board or the Association is a party, each party shall select an arbitrator and both of the arbitrators so selected shall in turn select a third arbitrator, who shall accomplish the arbitration. The arbitration rules of the Alternative Dispute Resolution of the Indiana Rules of Court shall be applicable to any arbitration commenced hereunder, and the parties thereto shall accept the decision of the sole arbitrator as final and binding. The management agreement shall contain provisions making this section applicable to all parties thereto.

(c) The Owners, Association, management agent, and any other interested parties shall additionally have such judicial remedies as are established or permitted by law; except insofar as such remedies are validly limited by Paragraph (b), *above*.

ARTICLE VII. OBLIGATIONS OF OWNERS

Assessments

Section 7.01. All Owners are obligated to pay monthly assessments imposed by the Association to meet the expenses set forth in its annual budget.

Maintenance and Repair

Section 7.02. (a) Every Owner must perform promptly all maintenance and repair work within his own unit which, if omitted, would affect the Property in its entirety or in a part belonging to other Owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.

(b) All the repairs of internal installations of the unit such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, internal doors, lamps, and all other accessories belonging to the unit area shall be at the Owner's expense.

(c) The Association shall be responsible for all maintenance and repairs of the exterior of the Property and the common areas and facilities, including, but not limited to, the roof, exterior windows, exterior doors, sun trellises, decks on south side of Property, and canopies on west and east sides of Property. An Owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common area and facility damaged through his fault.

Internal Changes and Use of Family Units

Section 7.03. (a) All units shall be utilized for residential purposes only.

(b) An Owner shall not make structural modifications or alterations in his unit or installations located therein without previously notifying the Association in writing, through

the management agent, if any, or through the President of the Board of Directors, if no management agent is employed. The Association shall have the obligation to answer within 45 days, and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration. The Association shall provide the Owner with written reasons for the denial of its approval to make any proposed structural modification or alteration.

Right of Entry

Section 7.04. (a) An Owner shall grant the right of entry to the management agent or to any other person authorized by the Board of Directors or the Association in case of any emergency originating in or threatening his unit, whether the Owner is present at the time or not.

(b) An owner shall permit other Owners, or their representatives, when so required, to enter his unit for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the Owner. In case of an emergency, such right of entry shall be immediate.

Rules of Conduct

Section 7.05. (a) No resident of the Property shall post any advertisements or posters of any kind in or on the Property except as authorized by the Association.

(b) Residents shall exercise extreme care about making noises or the use of musical instruments, radios, televisions, and amplifiers that may disturb other residents. Any resident keeping domestic animals will abide by the Bloomington Municipal Code.

(c) It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes in the service areas.

(d) No Owner, resident, or lessee shall install wiring for electrical or telephone installation, television antennae, machines, or air conditioning units, or for any other purpose, on the exterior of the Property or which protrude through the walls or the roof of the Property except as authorized by the Association.

(e) Any change in color or design of exterior doors and windows must be approved by a the majority of Owners.

(f) Garden plots shall be used only for appropriate garden purposes. No Owner, resident, or lessee shall install any permanent structures on the garden plots. No structure larger than 20 cubic feet shall be placed on the garden plots.

Insurance

Section 7.06. Owners shall maintain insurance on the owner's unit and all personal

property and contents, which belong to the owner.

ARTICLE VIII. AMENDMENTS

Amendments to Bylaws

Section 8.01. These bylaws may be amended by the Association in a duly constituted meeting for such purpose upon approval of such amendments by the majority of Owners.

ARTICLE IX. MORTGAGEES

Notice to Association

Section 9.01. An Owner who mortgages his unit shall notify the Association through the management agent, if any, or the President of the Board of Directors in the event there is no management agent, of the name and address of his mortgagee; and the Association shall maintain such information in a book entitled "Mortgagees of Units."

Notice of Unpaid Assessments

Section 9.02. The Association shall, at the request of a mortgagee of a unit, report any unpaid assessments due from the Owner of such unit.

ARTICLE X. COMPLIANCE WITH APPLICABLE LAW

Controlling Law

Section 10.01. These bylaws are set forth to comply with the provisions of the Homeowners Associations Law, Indiana Code 32-25.5. In case any of these bylaws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will apply.

DATED this 23 day of February
, 2015.

OWNERS:

NEIGHBORHOOD SOLUTIONS, LLC


By: Matthew D. Press

2-23-15
Date

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Personally appeared before the undersigned, a Notary Public in and for said County and State, Matthew D. Press, to be known to be the President of Neighborhood Solutions, LLC, the Owner of the attached real estate, who acknowledged execution of the above and foregoing instrument to be their voluntary act and deed for and on behalf of said Owner.

WITNESS my hand and Notarial Seal this 23 day of February, 2015.


Notary Public

JEFFREY S. FERGUSON
Printed Name

Resident of Monroe County, IN

My Commission Expires:

11/2/24
County

This instrument prepared by David L. Ferguson, attorney at law, Ferguson & Ferguson, 403 E. Sixth Street, Bloomington, Indiana 47408.

