Bernard J. Youngblood Wayne County Register of Deeds 2017115782 L: 53624 P: 918 04/03/2017 08:01 AM AMD Total Pages: 10

# SUNFLOWER VILLAGE HOMES ASSOCIATION

# AMENDED AND RESTATED RULES AND REGULATIONS

On this 15<sup>th</sup> day of March 2017, the Sunflower Village Homes Association, a Michigan Nonprofit Corporation, which is located at 45800 Hanford Road, Canton, MI 48187, organized in order to promote the health, safety and welfare of the residents within the following Subdivisions, and to manage, maintain, operate and administer the Common Areas and Parks, easements and affairs of the Subdivisions in accordance with the following recorded Declarations, the Bylaws, the Articles of Incorporation, duly adopted rules and regulations of the Association, and the laws of the State of Michigan:

Sunflower Village Subdivision No. 1 Declaration of Covenants and Restrictions recorded in Liber 19052, Pages 51 -60, inclusive;

Sunflower Village Subdivision No. 2 Declaration of Covenants and Restrictions recorded in Liber 19053, Pages 315-320, inclusive, as amended by Supplemental Declaration of Covenants and Restrictions recorded in Liber 19053, pages 321-322, inclusive;

Sunflower Village Subdivision No. 3 Declaration of Covenants and Restrictions recorded in Liber 19556, pages 167-172, inclusive, as amended by Supplemental Declaration of Covenants and Restrictions recorded in Liber 19556, pages 173-174, inclusive;

Sunflower Village Subdivision No. 4 Declaration of Covenants and Restrictions recorded in Liber 19593, pages 727-732, inclusive, as amended by Supplemental Declaration of Covenants and Restrictions recorded in Liber 19593, pages 762-763, inclusive;

Sunflower Village Subdivision No. 5 Declaration of Covenants and Restrictions recorded in Liber 20025, pages 4-10, inclusive, as amended by Supplemental Declaration of Covenants and Restrictions recorded in Liber 20025, pages 11-12, inclusive;

Sunflower Village Subdivision No. 6 Declaration of Covenants and Restrictions recorded in Liber 23572, pages 803-809, inclusive, as amended by Supplemental Declaration of Covenants and Restrictions recorded in Liber 23572, pages 785 -787, inclusive, as amended by Second Supplemental Declaration of Covenants and Restrictions recorded in Liber 23559, pages 646-648, inclusive, as re-recorded in Liber 23605, pages 116-118, inclusive;

Sunflower Village Subdivision No. 7 Declaration of Covenants and Restrictions recorded in Liber 24015, pages 179-185, inclusive, as amended by Supplemental Declaration of Covenants and Restrictions recorded in Liber 24015, pages 186-187, inclusive;

Sunflower Village Subdivision No. 8 Declaration of Covenants and Restrictions recorded in Liber 24593, pages 122-128, inclusive, as amended by Supplemental Declaration of Covenants and Restrictions recorded in Liber 24593, pages 129-131, inclusive;

Sunflower Village Subdivision No. 9 Declaration of Covenants and Restrictions recorded in Liber 25435, pages 611-618, inclusive, as amended by Supplemental Declaration of Covenants and Restrictions recorded in Liber 25435, pages 619-620, inclusive, as amended by Second Supplemental Declaration of Covenants and Restrictions recorded in Liber 25430, pages 460-462, inclusive;

Sunflower Village Subdivision No. 10 Declaration of Covenants and Restrictions recorded in Liber 26232, pages 873-880, inclusive, as amended by Supplemental Declaration of

Covenants and Restrictions recorded in Liber 26232, pages 881-882, inclusive, as amended by Second Supplemental Declaration of Covenants and Restrictions recorded in Liber 26188, pages 604-606, inclusive;

Sunflower Village Subdivision No. 11 Declaration of Covenants and Restrictions recorded in Liber 27239, pages 655-661, inclusive, as amended by Supplemental Declaration of Covenants and Restrictions recorded in Liber 27239, pages 662-663, inclusive;

Sunflower East Subdivision No. 1 Declaration of Covenants and Restrictions recorded in Liber 20145, pages 80-86, inclusive, as amended by Supplemental Declaration of Covenants and Restrictions recorded in Liber 20145, pages 94-95, inclusive;

Sunflower East Subdivision No. 2 Declaration of Covenants and Restrictions recorded in Liber 20145, pages 87-93, inclusive, as amended by Supplemental Declaration of Covenants and Restrictions recorded in Liber 20145, pages 96-97, inclusive; Wayne County Records (hereinafter collectively the "Declarations"),

hereby records the following Rules and Regulations pursuant to the authority reserved to the Association through its Board of Directors under Article VIII, Section 6 of the Amended and Restated Bylaws of Sunflower Village Homes Association and pursuant to Article II, (k) of the Amended and Restated Articles of Incorporation of Sunflower Village Homes Association, which said Rules are adopted and effective on the dates specified hereinbelow.

# SUNFLOWER VILLAGE HOMES ASSOCIATION, a Michigan Nonprofit-Corporation

Ronald LeTourneau its: President

STATE OF MICHIGAN ) ) COUNTY OF WAYNE )

These Amended and Restated Rules and Regulations of Sunflower Village Homes Association were acknowledged before me, a notary public, on this 27 day of March, 2017, by Ronald LeTourneau, the President of Sunflower Village Homes Association, a Michigan Nonprofit Corporation, who acknowledged the within instrument, as adopted by the Board of Directors as provided hereinbelow, and based upon the authority given to him pursuant to Article VIII, Section 6 of the Amended and Restated Bylaws of Sunflower Village Homes Association.

REND Notary Public PAUMETITE Nayne County, Michigan Acting in: Wayne County, Michigan My commission expires: November 14,2021

Amended and Restated Rules and Regulations **DRAFTED BY AND WHEN RECORDED RETURN TO:** Robert M. Meisner, Esq. THE MEISNER LAW GROUP, P.C. 30200 Telegraph Road - Suite 467 Bingham Farms, MI 48025-4506 (248) 644-4433

SS.

JEANNETTE REID NOTARY PUBLIC - STATE OF MICHIGAN COUNTY OF WAYNE My Commission Expires Nov. 14, 2021 Acting in the County of Naure

# SUNFLOWER VILLAGE HOMES ASSOCIATION

# AMENDED AND RULES AND REGULATIONS

One of the fundamental purposes of the Association is to develop and enforce Rules and Regulations which enhance the shared ownership involved. Rules and Regulations provide the basis for protecting the Owner's investment in the Subdivision and for providing the framework within which an Owner can live in harmony in a group situation. The following Rules and Regulations are designed to serve as additional tools that will keep the Sunflower Village Subdivisions No. 1 - 11, and Sunflower East Subdivisions No. 1 and 2(hereinafter "Subdivisions") beautiful and make your Subdivision a pleasant living environment for all residents.

Article VIII, Section 6 of the Amended and Restated Bylaws of Sunflower Village Homes Association grants to the Board of Directors the authority to make reasonable rules and regulations consistent with the Declarations and the Amended and Restated Bylaws concerning the use and operation of the Subdivisions. Further, Article II, (k) of the Amended and Restated Articles of Incorporation of Sunflower Village Homes Association also provides the authority for the Board of Directors to make and enforce reasonable rules and regulations concerning the use and enjoyment of the Subdivisions.

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# I. STORAGE SHEDS

#### Adopted: March 15, 2017 Effective: June 15, 2017

Storage sheds erected and maintained within the Subdivisions shall be subject to the following rules, regulations and restrictions:

A. <u>Lots Permitted</u>. Each Lot contained within Sunflower Village Subdivision Nos. 1, 2, 3, 4, 5, 6, 7, 8, 11, and Sunflower East Subdivision No. 1 and No. 2 may contain no more than one (1) storage shed per Lot. Sunflower Village Subdivision Nos. 9 and 10 are intentionally omitted from this Subparagraph A.

B. <u>Lots Not Permitted</u>. No storage sheds are permitted upon the Lots contained within Sunflower Village Subdivision No. 9 or upon the Lots contained within Sunflower Village Subdivision No. 10, pursuant to the Declarations of Covenants and Restrictions, as amended.

C. <u>Set Back Requirements</u>. The storage shed shall not be placed within the required set back zones for each respective Lot, as set forth in Article VI, Section 4 of the Declarations of Restrictions, as amended, and as established by the Township of Canton.

D. <u>Size Limitation</u>. The storage shed shall not exceed one hundred (100) square feet in overall size, and shall not exceed ten (10') feet in height.

E. <u>Driveways Prohibited</u>. Driveways extending from or leading to storage sheds are prohibited. Prohibited driveways are those which are of a size large enough to accommodate a passenger vehicle designed for operation on ordinary roads.

F. <u>Maintenance, Repair and Removal</u>. Storage sheds shall be kept in good condition and repair by the Owner of the Lot. In the event the storage shed is in need of maintenance or repair, and the Owner has failed or refused to maintain and repair the storage shed after the Association has served written notice demanding the necessary maintenance or repair, the Association may undertake the necessary maintenance and/or repair and assess the costs and expenses to the Owner of the Lot which may be collected in accordance with the assessment collection procedure set forth in Article II of the Amended and Restated Bylaws of Sunflower Village Homes Association. In the event that the shed is in such a state of disrepair that maintenance or repair is not practical, and the Owner has failed or refused to remedy the state of disrepair after written notice is served by the Board upon the respective Lot Owner, the Association may seek a court order for the removal and abatement of the storage shed and assess the costs and expenses, including costs and attorney's fees, to the Owner of the Lot which may be collected in accordance with the assessment collection procedure set forth in Rule III hereinbelow, and in Article II of the Amended and Restated Bylaws of Sunflower Village Homes Association.

#### II. DETACHED GARAGE PROHIBITION

#### Adopted: March 15, 2017 Effective: June 15, 2017

Detached garages are not permitted on any Lot contained within any subdivision which is a part of this Association, including Sunflower Village Subdivision Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and Sunflower East Subdivision No. 1 and No. 2. Attached garages shall be immediately adjacent and permanently attached to the dwelling structure and not by way of roof extension, breezeway, or otherwise.

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#### III. AMENDED AND RESTATED DELINQUENT ASSESSMENT COLLECTION PROCEDURE

#### Adopted: March 15, 2017 Effective: June 15, 2017

## A. ASSESSMENTS

All annual assessments are to be apportioned among and paid by the Owners equally. The annual assessment shall be due and payable by the Owner as determined by the Board of Directors and/or as authorized by the provisions of the Declaration of Covenants and Restrictions for Sunflower Village Subdivision No. 1, which were extended to each of Sunflower Village Subdivisions Nos. 2 through 11, inclusive, and also to Sunflower East Subdivision Nos. 1 and 2, by incorporating references contained in the Supplemental Declaration of Covenants and Restrictions recorded for each such Subdivision (herein, "Article V, <u>Covenant for Maintenance Assessment</u>"). Each annual installment is due and payable on the first of January of each year or as established by the Board. Any other sums owing to the Association by the Owner which may be collected by the Association in accordance with Article V, <u>Covenant for Maintenance Assessment</u>, may also be collected as provided hereunder.

#### B. <u>DELINQUENCY PROCEDURE</u>

1. Any assessment payment not received by the Association, or its designated agent, on or before the due date shall be deemed delinquent and in default.

2. Delinquent assessments will cause a late charge in the amount of \$35.00 per month, or such other amount as may be determined by the Board of Directors upon thirty (30) days notice to the Owners, to be automatically levied upon any assessment in default for more than sixty (60) days.

3. Notice of the delinquency, the late charge levied and any other costs charged to the Owner's account shall be sent to the delinquent Owner by the Association, or its designated agent, by the twentieth (20th) day of the first month into which the delinquency occurs. A second notice of the delinquency, the late charge levied and any other costs charged to the Owner's account shall be sent to the delinquent Owner by the Association, or its designated agent, by the twentieth (20th) day of the first month into which the delinquency occurs. If the delinquency continues into the third month, a final late notice shall be sent to the delinquent Owner by the twentieth (20th) day of the third month.

4. If full payment of the delinquent assessment(s), and/or late charge(s) and/or any costs is not received by the twentieth  $(20^{th})$  day of the fourth month, unless other satisfactory arrangements have been made with the Board of Directors, and/or its designated agent, the following steps will be taken:

- (a) all unpaid installments of the annual assessment for the pertinent fiscal year will be immediately deemed due and payable and all unpaid installments and/or portion of any special assessment and/or additional assessment levied against the Lot will be immediately due and payable;
- (b) the matter will be turned over to the Association's attorney for handling, a lien will be filed, and notice of same will be sent to the delinquent Owner; and
- (c) any first mortgage lender with a lien on the Lot will be notified of the delinquency, if applicable.

5. The expenses incurred in collecting the delinquency, including, without limitation, late charges, interest, costs of collection and enforcement, including actual attorney's fees (not limited to statutory fees), attorney's fees and costs incurred incidental to any bankruptcy proceedings filed by the delinquent Co-owner or probate or estate matters, including monitoring any payments made by the bankruptcy trustee or the probate court or estate to pay this delinquency, and/or attorney's fees and costs incurred incidental to any State or Federal Court proceeding filed by the Owner, and, advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Owner in default and shall be secured by the lien on the Owner's Lot. A land contract seller shall be personally liable and the land contract purchaser shall also be personally liable for all such assessments (including late charges and costs of collection and enforcement of payment) levied up to and including the date upon which such land contract seller actually takes possession of the Lot following extinguishment of all rights of the land contract purchaser in the Lot.

6. If the delinquency, which includes unpaid assessments and expenses (as defined in the previous subparagraph 5), or any part thereof, continues past the tenth (10<sup>th</sup>) day of the eighth month, the Association may institute a lawsuit for foreclosure of the lien and/or money damages for unpaid assessments and/or any other claims that the Association, through its legal counsel, may deem appropriate.

7. Payments, whether partial or in full, on the delinquent account shall be applied first to late charges and fines, second, to costs of collection and enforcement of payment, including reasonable attorney's fees and bankruptcy expenses as the Association shall determine in its sole discretion, advances, taxes or other liens paid by the Association to protect its lien, then to interest charges, and finally to installments in default in order of their due dates, earliest to latest. The Association need not accept the tender of partial payment and will not accept partial payment after the institution of foreclosure proceedings without a formal payment arrangement, satisfactory to the Association, including, without limitation, a consent judgment agreed to by the parties involved in said proceeding.

8. Failure to meet any of the time periods set forth herein shall not be deemed a waiver of the right of the Association to enforce or pursue its Delinquency Procedure.

9. The Board of Directors also may authorize the placement of a notice of lien against a Lot when it has learned of an impending Lot sale, a foreclosure sale of a mortgage or other lien or encumbrance, or the death or incapacity of an Owner, if the assessments are at least thirty (30) days delinquent. The procedure set forth in subparagraphs 4(a), (b), (c) and (d) above, shall be followed with regard to the aforesaid circumstances.

#### C. RESTRICTIONS ON DELINQUENT OWNER

1. An Owner in default shall not be entitled to vote at any meeting of the Association, shall not be entitled to sign petitions regarding Association matters, shall not be entitled to run for election as a director and/or continue service as a director, or be appointed and/or continue service as an officer of the Association, so long as the default continues.

2. The Association may discontinue the furnishing of services to an Owner in default upon seven (7) days written notice to such Owner of its intention to do so.

3. An Owner in default shall not be entitled to utilize any of the Common Areas except for ingress or egress to and from his or her Lot.

### IV. AMENDED COVENANT AND RESTRICTIONS ENFORCEMENT PROCEDURE

#### Adopted: March 15, 2017 Effective: June 15, 2017

#### A. <u>COMPLAINT PROCEDURE</u>

1. An Owner who desires to file a complaint concerning any suspected violation of the Declaration of Covenants and Restrictions of the Owner's Subdivision, or of any Sunflower Village Homes Association document, should:

- (a) Note the incident date(s), time(s), name (if known), and address (if known) of the Owner, occupant or guest who allegedly violated the said Declaration of Covenants and Restrictions, or the Sunflower Village Homes Association document, with a written detailed description of the alleged violation; and
- (b) Submit the above information in the form of a written complaint to the Board of Directors of the Association, or its designated agent, if applicable. The Complaint should contain as many of the specifics as possible. (See suggested form attached hereto). Anonymous complaints will not be addressed by the Board of Directors.

#### B. VIOLATION PROCEDURE

1. Upon receipt of a complaint, the Board of Directors, or its designated agent, upon the advice of the Association's legal counsel, if necessary, will determine if the complaint appears to be meritorious and if the Association has the jurisdiction to involve itself, or if it is something that the complaining Owner should enforce independently. If the Owner elects to enforce his or her rights independently, the Association shall have the option, in its discretion, to join in the action or to pursue such other enforcement action as it deems appropriate.

2. If the complaint appears to be meritorious and the Association has jurisdiction to involve itself, the Board of Directors, or its designated agent, will send a written notice stating the nature of the complaint and demand for compliance, except with respect to an emergency or other extraordinary circumstances where written communication would be inappropriate. This written notice will be sent to the responsible / offending Owner, occupant, tenant or guest, as applicable, by certified and / or regular mail and will include:

- (a) An explanation of the alleged violation along with information pertaining to the section(s) of the said Declaration of Covenants and Restrictions, or Sunflower Village Homes Association document, that the Owner, occupant, tenant or guest is thought to be violating; and
- (b) A date by which compliance must occur; and
- (c) If a fine is to be considered as a remedy, the following statements shall also be included in the written notice:
  - (1) An opportunity for the Owner who is responsible for the alleged violation to submit a written request, within fourteen (14) days from the date of the notice of violation, to appear before the Board of Directors, or such other quasi-judicial body as may be established by the Board of Directors, with witnesses if so desired, at a scheduled or special meeting of the Board of Directors, to be held within thirty (30) days from the date of the notice of violation, but no less than seven (7) days from the date of the notice, and offer evidence in defense of the alleged violation before a fine is levied

by the Board of Directors. The Owner shall have an opportunity to cross-examine any witnesses at such a hearing;

- (2) A statement that the request for hearing must be in writing; and
- (3) A statement that a hearing before the Board of Directors, or such other duly authorized quasi-judicial body, if properly requested, will be scheduled by the Board at a scheduled or special meeting of the Board of Directors, to be held within thirty (30) days from the date of the notice of violation, but no less than seven (7) days from the notice of violation.

3. Upon expiration of the date given for compliance, or such other reasonable time as the Board of Directors may determine, if the responsible / offending Owner, occupant and / or guest has not complied with demand by the Board or its designated agent nor provided a satisfactory response, unless a hearing is pending, the Board of Directors, or its designated agent, will refer the matter to the Association's legal counsel.

4. In the event of an emergency, or such other extraordinary circumstances, the Board of Directors, in its sole discretion, shall attempt to notify the responsible / offending Owner, occupant, tenant and / or guest, as applicable, in writing or otherwise, but may immediately seek any and all legal remedies available whether or not such notice is provided. An emergency shall be defined as a complaint which, if not corrected immediately, will affect the safety, appearance and/or operation of any of the Subdivisions.

#### C. <u>LEGAL PROCEDURE</u>

1. If the violation continues past the date by which compliance is demanded, the attorney for the Association will be directed to send a letter to the responsible / offending Owner, occupant and / or guest, as applicable, which will include the following:

- (a) A statement of the alleged violation;
- (b) A demand for compliance within the period of time deemed appropriate by the Association's attorney and/or the Board of Directors or its designated agent;
- (c) A statement that the responsible / offending Owner will be responsible to reimburse the Association for all costs and attorney's fees incurred in seeking the Owner's, occupant's, tenant's and / or guest's compliance with the Subdivision's Declaration of Covenants and Restrictions, or the Sunflower Village Homes Association document, including both pre-litigation and post-commencement of litigation costs and attorney's fees and bankruptcy expenses;
- (d) A statement of the potential additional ramifications of noncompliance, for example, without limitation, instituting a lawsuit for injunctive relief, eviction of a tenant or nonowner occupant, money damages and/or any other remedies deemed appropriate, and charging the offending member with the actual costs and attorney's fees incurred; and
- (e) Such other statement as the attorney and/or Board of Directors shall so designate.

2. In the event of a default in the terms and provisions of the Subdivision's Declaration of Covenants and Restrictions, or any Sunflower Village Homes Association document, by an Owner, occupant, tenant and / or guest, the Association shall be entitled to recover from the Owner the pre-litigation costs, actual costs and attorney's fees, including bankruptcy fees incurred in

obtaining compliance with the terms and provisions of the Subdivision's Declaration of Covenants and Restrictions or Sunflower Village Homes Association document. This remedy shall be supplemental and in addition to any other remedies afforded the Association under the Subdivision Declaration of Covenants and Restrictions or the Sunflower Village Homes Association document.

3. If noncompliance continues after the specified period of time, the Board of Directors, or its designated agent, may authorize the attorney to commence a lawsuit or take such other appropriate action against the responsible / offending Owner, occupant, tenant and/or guest, as applicable, seeking injunctive relief, money damages and/or any other remedies that the attorney may deem appropriate, including pursuant to Article VII, Section 3 of the Declaration of Covenants and Restrictions of Sunflower Village Subdivision No. 1 (as incorporated by reference by the Supplemental Declaration of Covenants and Restrictions recorded for each of Sunflower Village Subdivisions Nos. 2 through 11, inclusive, and also to Sunflower East Subdivision Nos. 1 and 2 (herein, "Article VII, Section 3, Enforcement"), pursuant to Article IV, Section 3 of the Amended and Restated Bylaws, or any comparable provision of a Sunflower Village Homes Association document, as they may be amended, and assessment and collection of the pre-litigation and post commencement of litigation attorney's fees and costs, including bankruptcy fees, incurred regarding the matter in accordance with Article III of the Amended and Restated Bylaws.

#### V. FINE PROCEDURE

#### Adopted: 1/1/2010 Effective: 2/15/2010

#### A. NOTICE OF VIOLATION

1. Upon the violation of a/Subdivision's Declaration of Covenants and Restrictions, or any Sunflower Village Homes Association document, monetary fines may be assessed upon written notice to the responsible / offending Owner, provided that the responsible / offending Owner has first been provided an opportunity to appear before the Board of Directors. The request must be made in writing within fourteen (14) days from the date of the notice. The hearing shall be held within thirty (30) days from the date of the notice of violation. At the hearing, the responsible / offending Owner may offer evidence in defense of the alleged violation.

2. The written notice shall contain those statements contained at Part II, B., <u>VIOLATION</u> <u>PROCEDURE</u>, 2., (c), as set forth at pages 4 and 5, above.

B. <u>HEARING</u>

1. The responsible / offending Owner shall have the right to attend a hearing and offer evidence in defense of the alleged violation, in accordance with Section A.1., above.

2. A responsible / offending Owner may bring witness(es) to the hearing upon advance notice to the Board of Directors that said witness(es) will be in attendance.

3. The Association may produce witness(es) in regard to the alleged violation.

4. After all evidences are submitted in regard to the alleged violation, the Board of Directors shall confer and render a decision in regard to whether or not a violation occurred, if the violation was substantially the fault of the Owner, occupant and/or guest in question, and whether a fine should be levied. If a decision has been reached that a fine shall be levied, it shall be levied in accordance with Part C., below, of this <u>FINE PROCEDURE</u>.

5. Failure to respond to the notice of violation shall constitute a waiver of right to a hearing.

6. The right to attend a hearing and offer evidence in defense of the alleged violation shall apply only for the first violation and not for the same continuing violations.

#### C. LEVYING AND ASSESSMENT OF FINES

1. No fine shall be levied for the first violation. No fine shall exceed twenty-five (\$25.00) dollars for the second violation, fifty (\$50.00) dollars for the third violation, or one hundred (\$100.00) dollars for any subsequent violations.

2. The fines levied pursuant to the above provision shall be assessed against the Owner and shall be due and payable together with the regular Association assessment on the first day of the next month following the date of the notification of the fine. Failure to pay the fine will subject the Owner to all liabilities set forth in Article V, <u>Covenant for Maintenance Assessment</u>, or in the Sunflower Village Homes Association document, including, without limitation, those described in Article VII, Section 3, <u>Enforcement</u>, as it may be amended, and/or assessment and collection of the fines in the same manner as provided in Article III of the Amended and Restated Bylaws and Article V, <u>Covenant for Maintenance Assessment</u>.

3. The levy of fines shall be without prejudice to any other rights of the Association to obtain compliance with the Subdivision's Declaration of Covenants and Restrictions or Sunflower Village Homes Association document, including, without limitation, the right to institute a lawsuit.

#### SEVERABILITY

In the event that any term or provision of these Amended and Restated Rules and Regulations, the Declaration of Covenants and Restrictions of any Subdivision or any Sunflower Village Homes Association document is held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever the validity or enforceability of any other term or provision of such Rules and Regulations, the Declaration of Covenants and Restrictions of the Subdivision or any Sunflower Village Homes Association document, which shall remain in full force and effect.

#### REFERENCES TO GENDER OR NUMBER

Whenever any reference herein is made to one gender, the same shall be deemed to include a reference to all other genders, whenever in the context the same would be appropriate. Similarly, whenever a reference is made to the singular, a reference to the plural also shall be deemed to be included, and vice versa, whenever in the context the same would be appropriate.