



AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF MEADOWLARK

A Subdivision located in Hendricks County, Indiana

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THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") was initially made the 27th day of April, 2001, by Precedent Residential Development, LLC, an Indiana limited liability company (the "Developer").

Recitals

1. Developer initially was the owner of the real estate, which is described in Exhibit "A" attached hereto and made a part hereof (the "Real Estate" or the "Initial Real Estate").
2. Developer subdivided the Real Estate into residential single lots and duplex lots, called Meadowlark Lakes and Villas ("Meadowlark").
3. Developer subjected the Real Estate to certain rights, privileges, covenants, conditions, restrictions, easements, assessments, charges and liens for the purpose of preserving and protecting the value and desirability of the Real Estate for the benefit of each owner of any part thereof.
4. Developer created an organization, the Meadowlark Homeowners Association ("Association"), to which was delegated and assigned the powers of maintaining and administering the Common Areas and certain other areas of the Real Estate and of administering and enforcing the covenants and restrictions contained in this Declaration and the Plat Covenants and Restrictions for Real Estate as recorded in the office of the Recorder of Hendricks County, Indiana and of collecting and disbursing the assessments and charges as herein provided.

NOW, THEREFORE, the Association declares that the Real Estate is and shall be acquired, held, transferred, sold, hypothecated, leased, rented, improved, used and occupied subject to the following provisions, agreements, covenants, conditions, restrictions, easements, assessments, charges and liens, each of which shall run with the land and be binding upon, and inure to the benefit of the Association and any other person or entity hereafter acquiring or having any right, title or interest in or to the Real Estate or any part thereof.

ARTICLE I

Definitions

The following terms, when used in this Declaration with initial capital letters, shall have the following respective meanings:

1.1 "Association" means Meadowlark Homeowners Association, Inc., an Indiana not-for-profit corporation, including both Meadowlark Lakes and Meadowlark Villas, which Developer caused to be incorporated, and its successors and assigns. (See [Article V](#) herein.)

1.2 "Board (or Board of Directors)" means the President, Vice President, Secretary and Treasurer of the Meadowlark Homeowners Association, Inc., and the Architectural Review Committee Liaison, Grounds Liaison and Social Committee Liaison, who shall manage the affairs of the Association, and act on behalf of the Association and the Owners of Residence Units in the Meadowlark community. (See By-Laws Articles III and Declaration [Section 5.5](#) herein.)

1.3 "Architectural Review Committee" means the architectural review committee established pursuant to [Section 6.1](#) of this Declaration. (Also see the Plat Covenants for additional information.)

1.4 "Common Areas" means (i) all portions of the Real Estate (including improvements thereto) shown on any Plat of a part of the Real Estate which may or may not be located on Lots, and which are not dedicated to the public, and (ii) all facilities, structures, buildings, improvements and personal property owned or leased by the Association from time to time. Easements described in the Plat Covenants and Restrictions shall not be amended without the prior written consent of the Town of Plainfield. The common areas, established throughout the community (see Plat Covenants #2), are defined as follows:

- a. Common Area ("CA"): These areas are available to all residents and their guests for walking and other activities under the rules and regulations of the Association. (See Plat Covenants #2.a.)
- b. Landscape and Restrictive Common Areas ("LRCA"): These areas are set aside for landscaping and restricted areas and are not for activities. (See Plat Covenants #2.b.)
- c. Limited Common Area Easement ("LCA"): These areas are set aside as landscape buffers for Meadowlark and are part of a Lot. The Association may use the LCA for landscaping or other type of easement for the benefit of the Association and shall be subject to all of the covenants and restrictions contained in [Section 1.6.b](#) regarding Landscape Easements. No structure including dwellings, patios, fences, porches, etc., shall encroach in the Limited Common Area Easement. The Association shall maintain the LCA along Raceway Road and may maintain the LCA along the North, West, and South property lines. (See Plat Covenants #2.c.)

1.5 "Common Expenses" means (i) expenses of and in connection with the maintenance, repair or replacement of the Common Areas and the performance of the responsibilities and duties of the Association, including (without limitation) expenses for the

improvement, maintenance or repair of the improvements, lawn, foliage and landscaping except for lawn maintenance as described herein, (unless located on an Easement located on a Lot to the extent the Association deems it necessary to maintain such Easement), (ii) expenses of and in connection with the maintenance, repair or continuation of the drainage facilities located within and upon the Easements, (iii) all judgments, liens and valid claims against the Association, (iv) all expenses incurred to procure liability, hazard and any other insurance with respect to the Common Areas, (v) all expenses incurred in the administration of the Association, and (vi) any other expenses deemed appropriate by the Board (as defined herein) of the Association.

1.6 "Easements" means the "Drainage and Utility Easements" "Drainage Easements" "Landscape Easements" and "Ingress/Egress Easements", all hereinafter are referred to individually as an "Easement" and collectively as the ("Easements"). Easements described in the Plat Covenants and Restrictions shall not be amended without the prior written consent of the Town of Plainfield. (See Plat Covenants #3.)

- a. Drainage and Utility Easements and Drainage Easements. There are areas of ground on the Plat marked "Drainage and Utility Easement" ("D & UE") and Drainage Easements ("DE") that are reserved (i) for the use of all public utility companies (not including transportation companies), governmental agencies and the Association for access to and installation, maintenance, repair or removal of poles, mains, ducts, drains, lines, wires, cables and other equipment and facilities for the furnishing of utility services, including but not limited to water, sanitary sewers, telephone services, electric utility services, natural gas utility service (if applicable), storm sewers, internet services and cable television services; and (ii) for the use of the Association and applicable governmental entities located in Hendricks County, Indiana for access to and maintenance, repair and replacement of such drainage system and for access to and maintenance, repair and replacement of the sanitary sewer system and any other publicly maintained utilities. The Owner (as herein defined) of any Lot/Residence Unit in the Subdivision subject to such Drainage and Utility Easements including any builder shall be required to keep the portion of said Easements on the Lot free from obstructions so that the storm water drainage will be unimpeded and will not be changed or altered without a permit from the applicable governmental entities located in Hendricks County and prior written approval of the Board. (See Plat Covenants #3.a.)
- b. Landscape Easements. There are areas of ground on the Plat marked LRCA and LCA which shall also be known to include and be "Landscape Easements" ("LE"). Landscape Easements are reserved for the use of the Association for access to and installation, maintenance, repair, and replacement of trees, foliage, landscaping, walks and other improvements. Except as installed by Developer or the Association with the approval of the Town of Plainfield, no improvements or permanent structures including without limitation, fences, shall be erected or maintained in or upon said Landscape Easements without the written consent of the Board. The Landscaping located within any Landscape Easement shall be maintained by the Association, and the cost of such maintenance shall be a Common Expense. The Association shall have an easement of ingress and egress on and over such designated areas for the purpose of this maintenance obligation. Except for the maintenance of a Landscape Easement area as set forth above, the landscaping

features located within a Landscape Easement area shall not be altered or removed without the prior written approval of the [Board of Directors](#) (as defined herein) and the Town of Plainfield. (See Plat Covenants #3.b.)

- c. Ingress/Egress Easements. There are areas of ground on the Plat marked "Ingress/Egress Easements" ("IE"). The "Ingress/Egress Easements" are reserved for the use of the Association and [Owners](#) (as herein defined) for a pedestrian traffic and installation of pathways and hard surface walking areas. Except as installed by Developer or the Association, no improvements or permanent structures, including without limitation, fences, shall be erected or maintained in or upon said Ingress/Egress Easement without the written consent of the Board of Directors. The pathways and hard surface walking areas located within any Ingress/Egress Easement shall be maintained by the Association and the cost of such maintenance shall be a Common Expense. (See Plat Covenants #3.c.)

1.7 "Lot" means any parcel of land shown and identified as a lot on a Plat of any part of the Real Estate.

1.8 "Mortgagee" means the holder of a recorded first mortgage lien on any Residence Unit/Lot.

1.9 "Owner" and/or "Member" shall mean the record owner, whether one or more persons or entities, of fee-simple title to any Lot/Residence Unit designed for occupancy by one family, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation unless specifically indicated to the contrary. An Owner shall automatically become a Member of the Meadowlark Homeowners Association, Inc. and shall stay a Member so long as he or she owns a Residence Unit in Meadowlark. An Owner/Member is also a Voting Member of the Association so long as he or she is in good standing, as also stated in [Section 5.3](#) in this Declaration.

1.10 "Member in Good Standing" means a Residence Unit Owner/Member that is current in the payment of any assessments or other charges due the Association (is not delinquent by more than six (6) months as of the date of the vote). A Member in good standing is also referred to as a "Voting Member". Also see [Section 5.3](#) in this Declaration.

1.11 "Voting Member" means a Residence Unit Owner/Member in good standing, (as defined in By-Laws Section 1.3.b.), and these Owners having one (1) vote per Residence Unit. Also see [Section 5.2](#) in this Declaration.

1.12 "Total Vote" means the total number of votes that can be cast by eligible Voting Members (members in [good standing](#)), present or by their proxies, at a specific meeting, such as an Annual Meeting, a Special Meeting, a Board of Directors meeting, or a Committee meeting. Quorums and majorities are based on the Total Vote, and the Total Vote will vary, depending on the number of Voting Members or their proxies at any given meeting. Also see By-Laws 6.6.e. for additional details.

1.13 "Plat" means a duly approved final plat of any part of the Real Estate as hereafter recorded in the office of the Recorder of Hendricks County, Indiana.

1.14 "Residence Unit" means one-half (1/2) of a building designed for residential occupancy including one-half (1/2) of the thickness of any party wall separating the Residence

Unit from another Residence Unit comprising the building (Lakes) and/or a single building designed for residential occupancy (Villas). A Lot may contain one (1) Residence Unit in Meadowlark Villas or two (2) Residence Units in Meadowlark Lakes.

ARTICLE II

Applicability

All **Owners**, their tenants, guests, invitees, and mortgagees, and any other person using or occupying a Residence Unit or any other part of the Real Estate shall be subject to and shall observe and comply with the covenants, conditions, restrictions, terms and provisions set forth in this Declaration, the Plat Covenants and Restrictions, By-Laws of Meadowlark and any rules and regulations adopted by the Association as herein provided, as the same may be amended from time to time.

The Owner of any Residence Unit (i) by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from the Developer or its affiliates or any builder or any subsequent Owner of the Residence Unit, or (ii) by the act of occupancy of the Residence Unit, shall conclusively be deemed to have accepted such deed, executed such contract or undertaken such occupancy subject to the covenants, conditions, restrictions, terms and provisions of this Declaration. By acceptance of a deed, execution of a contract or undertaking of such occupancy, each Owner covenants for the Owner, the Owner's heirs, personal representatives, successors and assigns, with the Association and the Owners from time to time, to keep, observe, comply with and perform the covenants, conditions, restrictions, terms and provisions of this Declaration and Plat Covenants and Restrictions.

ARTICLE III

Property Rights

3.1 Owners' Easement of Enjoyment of Common Areas. Developer created and granted a non-exclusive easement in favor of each Owner for the use and enjoyment of the **Common Areas**, not including **Limited Common Area** Easements. Such easement shall run with and be appurtenant to each Lot and Residence Unit, subject to the following provisions:

- a. **Admission.** The right of the Association to charge reasonable admission and other fees for the use of the recreational facilities, if any, situated upon the Common Areas;
- b. **Assessments.** The right of the Association to make reasonable regular assessments for use and maintenance of the Common Areas;
- c. **Common Areas.** The right of the Association to dedicate or transfer all or any part of the Common Areas or to grant easements to any public agency, authority or utility for such purposes and subject to such conditions as may be set forth in the instrument of dedication or transfer;
- d. **Provisions.** The terms and provisions of this Declaration;

- e. Easements. The Easements reserved elsewhere in this Declaration and in any Plat of any part of the Real Estate;
- f. Limit Of Use. The right of the Association to limit the use of Common Areas in a reasonable nondiscriminatory manner for the common good;
- g. Violations. The right of the Association to notify any Owner and Occupant who fails to comply with the covenants and restrictions in this Declaration or in the Plat Covenants and Restrictions or any rule or regulation established by the Board, and demand the remedy of the violation through the Owner's efforts, within ten (10) days after such notice, as defined in By-Laws Section 3.17 and [Appendix C](#) herein. In the event an Owner fails to fulfill the foregoing obligation, the Board of Directors shall have the right, but not the duty, to take all appropriate remedial action and/or institute and prosecute such action as attorney-in-fact for an Owner and at an Owner's sole cost and expense, including all legal fees incurred. Said costs and expenses will be considered to be a Special Assessment against the Owner and the Owner's Lot/Residence Unit, and shall be due and payable upon demand by the Association and shall be deemed to constitute a lien on the particular Home involved; and
- h. Enforce Collection. The right of the Association to enforce collection of violation resolution expenses and legal fees and regular or special assessments through the imposition of a lien pursuant to [Section 7.5](#).

3.2 Permissive Use. Any Owner may permit his or her family members, guests, tenants or contract purchasers who reside in the Residence Unit to use his or her right of enjoyment of the Common Areas. Such permissive use shall be subject to the By-Laws of the Association (the "By-Laws") and any reasonable nondiscriminatory rules and regulations promulgated by the Association from time to time. As stated in By-Laws Section 3.16.a.(iii), the Board may deny usage of the Common Areas to any Owner who is not in [good standing](#), his or her family members, guests, tenants or contract purchasers.

3.3 Conveyance of the Common Areas. Developer has conveyed all of its right, title and interest in and to any of the [Common Areas](#), including [Limited Common Areas](#), which are part of a lot, to the Association by quitclaim deed, and such Common Areas so conveyed are the property of the Association.

ARTICLE IV

Use Restrictions

4.1 Lease of Residence Units. If any Owner desires to lease a Residence Unit, the Management Company shall be notified by the Residence Unit Owner and Owner shall provide the Management Company with the name, phone number, and all contact information on the tenant. Such rental shall be pursuant to a written lease with a minimum term of one (1) year and such lease shall provide that the lessee shall be subject to all rules and regulations of the Association and the terms and conditions of these Declarations and Plat Covenants and Restrictions.

- a. Maintenance of Character of Community as Owner-Occupied. It is the intent and desire of the Association and its Members to substantially maintain the character of Meadowlark as an owner-occupied residential community. To maintain such character, the following shall apply when a unit is sublet:
- (i) Notice of Identity of Renters/Lesseees. Prior to any renter/lessee taking possession of the Residence Unit, the Owner shall provide to the Management Company the name of renter/leaseholder and/or principal resident of such unit and all contact information for the Meadowlark Residents Roster. Any changes in the occupants residing in the unit shall be immediately reported to the Management Company by the Owner.
 - (ii) Notification of Rules and Regulations to Renters/Lesseees By Owner. It shall be the responsibility and duty of an Owner to fully and completely inform all renters/lessees of the existence of the Declaration, By-Laws, Architectural Guidelines, Plat Covenants and Restrictions, and all rules and regulations governing the Meadowlark Community. An owner shall provide copies of the Declaration, By-Laws, Architectural Guidelines, Plat Covenants and Restrictions, and any rules and regulations to all renters/lessees before any execution of a lease, and shall require such tenant to abide by the same.
 - (iii) Owner's Liability for Assessments. All Owners shall be held solely responsible for all Regular and Special Assessments levied by the Association during the term of the lease, pursuant to the terms of the Declaration and the By-Laws, and for any Association costs incurred due to a tenant's violation of said Declaration, By-Laws, Architectural Guidelines, Plat Covenants and Restrictions or other rules and regulations of the Association.
 - (iv) Owner Not Released from Liability and Association's Remedies. No lease shall provide or be interpreted or construed to provide for the release of an Owner from the responsibility to the Association for compliance with the provisions of the Declaration, the By-Laws, Architectural Guidelines, Plat Covenants and Restrictions, and any rules and regulations of the Association, or from an Owner's personal liability to the Association for assessments and special assessments.
 - (v) Failure to Comply. In the event a renter/lessee fails to comply with the provisions of the Declaration, the By-Laws, the Plat Covenants and Restrictions, or any rules and regulations, the Association shall notify the Owner and Occupant of such violation(s) and, exercising the Board's rights stated in [Section 3.1.g.](#), and following the policy defined in [Appendix C](#), shall demand remedy through the Owner's efforts within ten (10) days after such notice. In the event an Owner fails to fulfill the foregoing obligation, the Board of Directors shall have the right, but not the duty, to take all appropriate remedial action and/or institute and prosecute such action as attorney-in-fact for an Owner and at an Owner's sole cost and expense, including all legal fees incurred. Said costs and expenses will be considered to be a Special Assessment against the Owner and the Owner's Residence

Unit/Lot, and shall be due and payable upon demand by the Association and shall be deemed to constitute a lien on the particular Home involved. Collection thereof may be enforced by the Board of Directors in the same manner as the Board of Directors is entitled to enforce collection of regular assessments, pursuant to [Section 7.4](#) and [Section 7.5](#).

4.2 Use of Common Areas. The Common Areas shall not be used for commercial purposes.

4.3 Lot Access. All Lots shall be accessed from the interior streets of the Real Estate. No direct access is permitted to any Lot from Raceway Road.

4.4 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept in any Residence Unit, or on any Lot or any of the Common Area, except that pet dogs, cats or customary household pets may be kept in a Residence Unit, provided that such pet is not kept, bred or maintained for any commercial purpose, and does not create a nuisance. Pets shall be taken outdoors only under leash and while attended by its Owner. Each Owner shall be responsible for removing excrement left by that Owner's pet on its own Lot, any other Lot or in any Common Areas so as not to create a nuisance. The Association shall not be liable for any injury or damage to persons or property, including the Common Area, caused by any pet. No more than three (3) animals may be kept in a Residence Unit, and the Board may adopt such other rules and regulations regarding pets as it may deem necessary from time to time, including without limitation, a restriction on the number of pets, the prohibition of particular species or breeds, and the prohibition of pets in particular areas of the Community. Any pet, which, in the judgment of the Board, is causing or creating a nuisance or unreasonable disturbance or noise, shall be permanently removed from the Community within ten (10) days after written notice from the Board. (See Plat Covenants #8-9.)

4.5 Prohibited Activities. No noxious or offensive activity shall be carried on upon any Lot or Common Areas, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Neighborhood. Each Lot and all Common Areas shall be kept and maintained in a sightly and orderly manner and no trash or other rubbish shall be permitted to accumulate thereon. The Board of Directors shall promulgate and enforce such rules and regulations as it deems necessary for the common good in this regard. (See Plat Covenants #8-9 and #13.)

4.6 Signs.

- a. **Business.** No signs of any nature, kind or description shall be erected, placed, displayed or maintained on or in front of any Lot which identify, advertise or in any way describe the existence or conduct of a home business. (See Plat Covenants #11.a.)
- b. **For Sale.** One (1) "For Sale" sign per residence, whether by realtor or Owner, shall be permitted between the sidewalk and the Residence Unit on the Owner's Lot. (See Plat Covenants #11.b. for additional conditions.)

- c. Other. (See Plat Covenants #11.c.)
- (i) Signs for Vendors that perform work on a Residence Unit/Lot may be displayed for thirty (30) days from the date of the work.
 - (ii) Political signs and signs for a school, church, or community event may be displayed beginning thirty (30) days before and ending five (5) days after the date to which the sign relates.
 - (iii) Permission to display any other special signs must be requested of the Board of Directors.

4.7 Home Occupations. A homeowner may operate or maintain a home business or telecommunications office in their residence which is incidental to a business, profession or occupation of the Owner or occupant and which is generally or regularly conducted in another location away from such Residence Unit/Lot and does not require on-site parking. The homeowner may also operate and maintain a home business, such as online sales. The following restrictions apply in all instances: (i) no signs or advertising of any kind may be displayed on the homeowner's Residence or Lot regarding said business, (ii) homeowner's address may not be listed as a place of business on any advertising flyers or materials, (iii) no clients may personally visit and conduct business in the homeowner's residence, (iv) no on-site parking is allowed by clients. (See Plat Covenants #5.)

4.8 Parking. Any person residing or staying in a Residence Unit, whether homeowner, homeowner's family, guest, or tenant, shall park their vehicle in the homeowner's garage or driveway. Daily parking on the streets is discouraged except for emergencies, service workmen, short-term visitors, and special occasions. Parked vehicles should not block access to a mailbox or block sidewalks. The Board may prohibit or limit parking on the streets located on the Real Estate and notify any Owner, per [Section 3.1.g.](#), of a violation. Plainfield Town Council has final authority of street parking requirements. (See Plat Covenants #10 and #17 for additional vehicle parking restrictions.)

4.9 Other Use Restrictions Contained in Plat Covenants and Restrictions. The Plat Covenants and Restrictions relating to the Real Estate contain additional restrictions on the use of the Lots in the Real Estate, including without limitation, prohibitions against commercial use and nuisances and restrictions relating to animals; antenna and satellite dishes; awnings; basketball goals and sport courts; decks, patios and pergolas; ditches and swales; driveways, garage and parking spaces; exterior changes; fencing/invisible fencing; garbage and refuse disposal; irrigation systems; lakes/ponds; landscaping; mailboxes; outside lighting; signs; site obstructions; solar panels; storage tanks; swimming pools; temporary structures; vehicle parking; water supply and sewage systems. Such prohibitions and restrictions contained in the Plat Covenants and Restrictions are hereby incorporated by reference as though fully set forth herein. Also see [Section 6.2.](#)

4.10 Lakes/Ponds. With respect to any lake or pond located within the Real Estate owned by the Association, there shall be no swimming, fishing, boating, ice skating, or other recreational activities permitted thereon and no Owner shall construct or locate any dock, deck, pier or float adjacent to or upon any lake or pond within the Real Estate. No fishing is allowed

by persons who are not Owners in Meadowlark, or are not family, guests or tenants of these Owners. (See Plat Covenants #24.b. for additional fishing restrictions.)

ARTICLE V

Association

5.1 Membership. Each Owner of a Residence Unit, automatically upon becoming an Owner, shall be and become a Member of the Association and shall remain a Member of the Association so long as he or she owns the Residence Unit.

5.2 Voting Member. As detailed in By-Laws Section 1.3.b., the term "Voting Member" shall mean and refer to each Residence Unit Owner "[in good standing](#)", with one (1) vote per Residence Unit allowed.

5.3 Member in Good Standing. As stated in By-Laws Section 1.3.c., an Owner/Member is in good standing so long as he or she is current in the payment of any assessments or other charges due the Association (is not delinquent by more than six (6) months as of the date of the vote). Only members in good standing can be "Voting Members".

5.4 Multiple or Entity Owners. Where more than one person or entity constitutes the Owner of a Residence Unit, all such persons or entities shall be members of the Association, but the single vote in respect of such Residence Unit shall be exercised as the persons or entities holding an interest in such Residence Unit determine among themselves. In no event shall more than one person exercise a Residence Unit's vote under [Section 5.2](#), and in order to cast a vote, the Owner must be a [member "in good standing"](#). No Residence Unit's vote shall be split.

5.5 Board of Directors. The members of the Association shall elect a Board of Directors of the Association (the "Board" or "Board of Directors") as prescribed by Article VI of the Articles of Incorporation and Article III of the By-Laws. The Board of Directors of the Association shall manage the affairs of the Association and may appoint Standing committees as deemed necessary. Standing committee members are non-voting Board Members, unless otherwise stated in this Declaration. (See By-Laws Article V.)

5.6 Professional Management. No contract or agreement for professional management of the Association shall be for a term in excess of three (3) years. Any such agreement or contract shall provide for termination by either party with or without cause, without any termination penalty, on written notice of ninety (90) days or less.

5.7 Responsibilities of the Association. The responsibilities of the Association include, but shall not be limited to:

- a. Maintenance of the Common Areas, including any and all improvements thereon in good repair as the Association deems necessary or appropriate.
- b. Installation and Replacement of any and all improvements, signs, lawn, foliage and landscaping in and upon the Common Areas as the Association deems necessary or appropriate.
- c. Mowing of lawns located on any Lot. The Lot which shall be considered part of the Common Areas for purposes of maintenance only. Owners shall be responsible for

edging around fences, shrubs and bushes. Maintenance of lawns shall mean solely the mowing and fertilizing of grass. It shall not include the watering of lawns on Lots which shall be the responsibility of the Owner, nor the care and maintenance of (i) shrubs, (ii) trees, (iii) flowers, or (iv) other plants on any Lot, nor shall maintenance of lawns mean the mowing of grass within any fenced portion of any Lot for which permission to fence has been granted by the [Architectural Review Committee](#), as herein provided.

- d. Replacement of the Drainage System in and upon the Common Areas as the Association deems necessary or appropriate and the maintenance of any drainage system installed in or upon the Common Areas by Developer or the Association. Nothing herein shall relieve or replace the obligation of the Owner, including any builder, of a Lot subject to an Easement to keep the portion of the drainage system and Drainage and Utility Easement on the Lot free from obstructions so that the storm water drainage will be unimpeded.
- e. Insurance Coverage. Procuring and maintaining for the benefit of the Association, its officers, its Board of Directors and the Owners, the insurance coverage required under this Declaration and such other insurance as the Board of Directors deems necessary or advisable.
- f. Taxes. Payment of taxes, if any, assessed against and payable with respect to the Common Areas.
- g. Common Expenses. Assessment and collection from the Owners of the Common Expenses.
- h. Management, Snow Removal and Other Services. Contracting for such services as management, snow removal, Common Area maintenance, security control, or other services as the Association deems necessary or advisable. Snow removal shall include streets, driveways, and sidewalks from driveway to front door of Residence Units. Driveways with parked vehicles will not be plowed.
- i. Enforcing the rules and regulations of the Association and the requirements of this Declaration and the zoning covenants and commitments.

5.8 Powers of the Association. The Association may adopt, amend, or rescind reasonable rules and regulations (not inconsistent with the provisions of this Declaration) governing the use and enjoyment of the Common Areas and the management and administration of the Association, as the Association deems necessary or advisable. The rules and regulations promulgated by the Association may provide for reasonable interest and late charges on past due installments or any regular or special assessments or other charges against any Residence Unit. The Association shall furnish or make copies available of its rules and regulations to Residence Unit Owners and Occupants.

5.9 Non-liability of Board of Directors/Officers and Committee Members. The Directors/officers of the Board of Directors of the Association, members of the Architectural Review Committee, Grounds and Social Committees, and members of Standing Committees appointed by the Board shall not be liable to the Owners or any other persons for any error or mistake of judgment in carrying out their duties and responsibilities as Directors/officers of the

Board of Directors of the Association, as members of the Architectural Review Committee, Grounds and Social Committees, or as members of Standing Committees appointed by the Board, except for their own individual willful misconduct or gross negligence. It is intended that the Directors/officers of the Board of Directors of the Association, members of the Architectural Review Committee, Grounds and Social Committees, and members of Standing Committees appointed by the Board shall have no personal liability with respect to any contract made by them on behalf of the Association except in their capacity as Owners.

5.10 Indemnity of Directors/Officers and Members of the Architectural Review Committee and Committee Members. The Association shall indemnify, hold harmless and defend any person, his or her heirs, assigns and legal representatives (collectively, the "Indemnitee") made or threatened to be made a party to any action, suit or proceeding by reason of the fact that he or she is or was a Director/officer of the Association or member of the Architectural Review Committee, Grounds and Social Committees, or member of Standing Committees against all costs and expenses, including attorneys' fees, actually and reasonably incurred by the Indemnitee in connection with the defense of such action, suit or proceeding, or in connection with any appeal thereof, except in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Indemnitee is guilty of gross negligence or willful misconduct in the performance of his or her duties. The Association shall also reimburse any such Indemnitee for the reasonable costs of settlement of or for any judgment rendered in any action, suit or proceeding, unless it shall be adjudged in such action, suit or proceeding that such Indemnitee was guilty of gross negligence or willful misconduct. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against an Indemnitee, no Director/officer, member of the Architectural Review Committee, Grounds and Social Committees, or member of Standing Committees shall be considered or deemed to be guilty of or liable for gross negligence or willful misconduct in the performance of his or her duties where, acting in good faith, such Director/officer, or member of the Architectural Review Committee, Grounds and Social Committees, or member of Standing Committees relied on the books and records of the Association or statements or advice made by or prepared by any managing agent of the Association or any Director/officer of the Association, or any accountant, attorney or other person, firm or corporation employed by the Association to render advice or service, unless such Director/officer had actual knowledge of the falsity or incorrectness thereof; nor shall a Director/officer be deemed guilty of gross negligence or willful misconduct by virtue of the fact that he or she failed or neglected to attend a meeting or meetings of the Board of Directors. The costs and expenses incurred by an Indemnitee in defending any action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the Indemnitee to repay the amount paid by the Association if it shall ultimately be determined that the Indemnitee is not entitled to indemnification or reimbursement as provided in this Section 5.10.

5.11 Bond. The Board of Directors may provide surety bonds and may require the managing agent of the Association (if any), the treasurer of the Association and such other officers as the Board of Directors deems necessary, to provide surety bonds, indemnifying the Association against larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication and other acts of fraud or dishonesty in such sums and with such sureties as may be approved by the Board of Directors, and any such bond may specifically include protection for any insurance proceeds received for any reason by the Board of Directors. The expense of any such bonds shall be a Common Expense.

ARTICLE VI

Architectural Review Committee

6.1 Creation. The Architectural Review Committee was created and established to perform the functions provided for herein. The Architectural Review Committee shall consist of a minimum of three (3) members appointed from members [in good standing](#), from time to time, by the Board of Directors. To serve on this committee, it is a prerequisite that the committee member must have daily access to a computer or other electronic device that gives the member access to his or her E-Mail account. The Liaison of this committee shall serve on the Board with voting privileges. The Board of Directors may remove any member of the Architectural Review Committee at any time upon a majority vote of the members of the Board of Directors.

6.2 Purposes and Powers of the Architectural Review Committee. The Architectural Review Committee shall review and approve the design, appearance and location of all residences, buildings, structures or any other improvement placed by any person, including any builder, on any Lot, and the installation and removal of any trees, bushes, shrubbery and other landscaping on any Lot; in such a manner as to preserve and enhance the value and desirability of the Real Estate and to preserve the harmonious relationship among structures and the natural vegetation and topography. (See Plat Covenants #26 and 27.)

- a. **In General.** No "new" structure or "new" landscaping may be placed, erected, or constructed on a Lot or made to the exterior of a Residence Unit *without the prior written approval* of the Architectural Review Committee. In this Section 6.2, changes are defined for both landscaping and exterior improvements as Exceptions, Replacements, New Changes, and Changes Not Allowed.
- b. **Landscaping.**
 - (i) **Exceptions.** These landscaping improvements may be installed within six (6) feet of the foundation of a Residence Unit without approval by the Architectural Review Committee: flower beds, flowers, shrubbery, mulch, edging, decorative low planting area walls or berms, and small ornamental trees. Also allowed around mailboxes are flower beds, low-growing flowers, mulch, and edging so long as they do not block the house number on the mailbox or overflow into the street.
 - (ii) **Replacements.** Replacement of trees or shrubs does not require approval from the Architectural Review Committee so long as the tree or shrub is planted in the same spot. If homeowner desires to relocate the tree, approval is required from the Architectural Review Committee.
 - (iii) **New Changes.** Any "new" landscaping to be placed outside six (6) feet from the home, defined in [Section 6.2.b.\(i\)](#), requires approval from the Architectural Review Committee, such as, but not limited to: planting of new full-size trees, shrubs and bushes; statues/ornamental items; or the relocation of an existing tree. Along with the [Requested Change](#) form, a plot drawing showing the placement of all new trees, shrubs and bushes to be planted must be submitted, to show the relationship to Owner's home, property lines, and easements.

c. Exterior

- (i) Replacements. These exterior replacements do not require approval from the Architectural Review Committee:
 - (a) replacement (or painting) of existing doors, storm doors, garage doors, windows, shutters, siding, and roof so long as they are the same color and are harmonious with the neighborhood; any deviation from the color requires approval from the Architectural Review Committee;
 - (b) replacement of existing pergolas, patios, decks, awnings, patio dividers, and fences so long as they occupy the same space, are the same color, and are harmonious with the neighborhood; any deviation from the size and color requires approval from the Architectural Review Committee;
 - (c) replacement of existing satellite dish so long as it is located at least ten (10) ft. back from the front of the home. Any unused satellite dish must be removed. If a second satellite dish is needed, approval is required from the Architectural Review Committee.
- (ii) New Changes. Any "new" exterior installation requires approval from the Architectural Review Committee, such as, but not limited to: antennas; canvas canopies and retractable awnings; cement additions; decks, patios, porches, and pergolas, including those structured of aluminum; decorative fixtures; drainage; exterior storm, screen, and security doors; fences, invisible fences, and patio divider fence panels; flag poles; fountains; hot tubs; irrigation systems; outside lighting changes; permanent fire pits; retaining walls; satellite dishes placed at least ten (10) feet from front of home; solar panels (but not on roof); structures of any kind, permanent or temporary, including room additions (see [Resolution on Structures](#) at end of this section); walkways; windows; and any color change. Along with the Requested Change form, a plot drawing showing the placement of all new installations must be submitted, to show the relationship to Owner's home, property lines, and
- (iii) Color Change. No change shall be made in the exterior colors of any Residence Unit located on any Lot *without the prior written approval* of the Architectural Review Committee.

d. Violations. Any new landscaping or exterior installation performed without approval from the Architectural Review Committee is considered a violation of the Declaration and Plat Covenants and Restrictions.

- (i) The Board has the right to request the work stop until the Owner completes and submits the [Requested Change](#) form and all supporting materials to the Architectural Review Committee for consideration. If it complies with the Covenants, it will be approved and work can continue. If it does not comply with the Covenants, the request will be denied and the Owner can either resubmit the request with the necessary changes to comply with the Covenants, or the Owner will be asked to remove the installation at the Owner's expense.

- (ii) If the work is already done, the Owner will be asked to submit the [Requested Change](#) form and all supporting materials to the Architectural Review Committee for review. If it complies with the Covenants, it will be approved. If it does not comply with the Covenants, the Owner will be asked to remove the installation at the Owner's expense.
 - (iii) If the Owner is asked to remove the installation at his own expense and fails to do so, the Board reserves the right to remove the landscaping or exterior installation. (Also see [Section 3.1.g.](#)) Said costs and legal fees will be considered to be a Special Assessment against the Owner and the Owner's Lot/Residence Unit, and shall be due and payable upon demand by the Association and shall be deemed to constitute a lien on the particular Home involved. Collection thereof may be enforced by the Board of Directors in the same manner as the Board of Directors is entitled to enforce collection of regular assessments (see [Section 7.4](#) and [Section 7.5](#)).
- e. Requested Change Form. For both new landscaping and new exterior placements, approval shall be obtained only after written application has been made to the Architectural Review Committee by the Owner of the Residence Unit/Lot requesting authorization from the Architectural Review Committee. Such written application shall be in the manner and form ("Requested Change") prescribed from time-to-time by the Architectural Review Committee, and construction or placement of any improvement shall be accompanied by one (1) set of plans and specifications for any such proposed construction, or placement. Such plans shall include plot plans showing the location of the improvement proposed to be constructed or placed upon the Residence Unit/Lot, each properly and clearly designated to show the relationship to the Owner's home, property and easement lines. 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 Architectural Review Committee may reasonably require. Unless otherwise specified by the Architectural Review Committee, plot plans shall be prepared by either a registered land surveyor, engineer or architect.
- f. Changes Not Allowed.
 - (i) These are not allowed in the Meadowlark Community and if submitted, will not be approved by the Architectural Review Committee: additional driveways, permanent and portable basketball goals, solar panels on roof, storage tanks, sport hard courts, swimming pools, temporary outbuildings, temporary structures, water supply and sewage systems. If done, Owner will be asked to remove such installation at their own expense, or the Board reserves the right to remove the installation and charge the expense and any legal fees to the Owner as an assessment. (See [Section 6.2.d.\(iii\)](#) for additional information.)
 - (ii) Landscaping by Owners is not allowed in the Common Grounds. If done, Owner will be asked to remove such landscaping at the Owner's expense, or

the Board reserves the right to remove the landscaping and charge the expense to the Owner as an assessment. (See Plat Covenants #26.)

- g. **Power of Approval.** Upon receipt of the [Requested Change](#) form and all supporting documentation, as required under [Section 6.2.e.](#), the Architectural Review Committee may approve a request by a majority vote of the members of the Architectural Review Committee. In the event of a tie, the Committee Liaison will cast the tie-breaking vote. Requests will be approved or rejected within seven (7) to ten (10) business days. The Owner has one (1) year from the approval date to complete the work. If not completed within the one (1) year period, the Owner must resubmit the request for another review and approval.
- h. **Power of Disapproval.** The Architectural Review Committee may refuse to approve any application made as required under [Section 6.2.e.](#) for a Requested Change when:
 - (i) the plans, specifications, drawings or other materials submitted are inadequate or incomplete, or show the Requested Change to be in violation of any restrictions in this Declaration, Plat Covenants and Restrictions or in a Plat of any part of the Real Estate;
 - (ii) the design or color scheme of a Requested Change is not in harmony with the general surroundings of the Lot or with the adjacent buildings or structures; or
 - (iii) the Requested Change, or any part thereof, in the opinion of the Architectural Review Committee, would not preserve or enhance the value and desirability of the Real Estate or would otherwise be contrary to the interests, welfare or rights of any other Owner.
- i. **Rules and Regulations.** The Board and Architectural Review Committee, from time to time, may promulgate, amend or modify additional rules and regulations as it may deem necessary or desirable to guide Owners as to the requirements of the Architectural Review Committee for the submission and approval of items to it. Such rules and regulations may set forth additional requirements to those set forth in this Declaration, Plat Covenants and Restrictions or a Plat of any part of the Real Estate, as long as the same are not inconsistent with this Declaration or such Plat(s).
- j. **Appeal Process.** An Owner may appeal a request denied by the Architectural Review Committee by submitting an appeal in writing to the Management Company, stating why the appeal should be granted. The appeal must include a copy of the Owner's original request, plus all supporting information, such as plot maps, drawings, manufacturer's specifications, color samples, etc. The Management Company will forward the appeal to the Board of Directors for review. Owner will be informed in writing of the Board's decision and the decision of the Board is final.

6.3 Duties of the Architectural Review Committee. One (1) copy of submitted material from an Owner shall be retained by the Architectural Review Committee for its permanent files.

6.4 Liability of the Architectural Review Committee. Neither the Architectural Review Committee, the Board of Directors, the Association nor any agent of any of the foregoing, 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 according thereto or for any decision made by it unless made in bad faith or by willful misconduct.

6.5 Inspection.

a. Work in Progress.

- (i) The Architectural Review Committee, the Board or Management Company may, but shall not be required to, inspect work being performed to assure compliance with this Declaration and the materials submitted to it pursuant to this [Article VI](#), and may require any work not consistent with the approved Requested Change to be stopped until brought into compliance, and if not brought into compliance, removed at the Owner's expense, as detailed in [Section 6.2.d.\(iii\)](#).
- (ii) If the work in progress has not been approved by the Architectural Review Committee, the Committee, the Board or Management Company has the right to request the work stop (as detailed in [Section 6.2.d.](#)) until the Owner complies, and if Owner does not comply, to be removed at the Owner's expense.

b. Existing Structures. If an existing structure or improvement falls into disrepair, does not serve to preserve and enhance the value and desirability of the Real Estate, or is found to be a hazard to the community, the Board or Management Company may request the Owner to repair, replace, or remove said structure or improvement at the Owner's expense.

c. Non-Compliance. For non-compliance of the above, the Board or Management Company shall pursue enforcement of the Board's rights stated in [Section 3.1.g.](#), [Appendix C](#), and [Section 6.2.d.\(iii\)](#). If deemed necessary, the Board has the right to report said violation to the Hendricks County Government, Code and Zoning Enforcement. Any charges and all legal fees resulting from action taken by the Board to rectify the violation will be deemed a Special Assessment against the Owner, and collection from the Owner of said fees/charges shall be made as defined in [Section 7.4](#) and [Section 7.5](#).

ARTICLE VII

Assessments

7.1 Purpose of Assessments. The purpose of Regular and Special Assessments (as herein defined) is to provide funds to maintain and improve the Common Areas and related facilities for the benefit of the Owners, and the same shall be levied for the following purposes: (i) to promote the health, safety and welfare of the residents occupying the Real Estate; (ii) for the improvement, maintenance and repair of the Common Areas, the improvements, lawn foliage and landscaping within and upon the Common Areas, any Drainage and Utility Easement and the drainage system; (iii) the maintenance and repair of ponds and fountains in the Common Areas;

and (iv) for the performance of the responsibilities specifically provided for herein. A portion of the Regular Assessment may be set aside or otherwise allocated in a reserve fund for the purpose of providing repair and replacement of any capital improvements which the Association is required to maintain.

7.2 Regular Assessments. The Board of Directors of the Association shall have the right, power and authority to fix from time to time the Regular Assessment against each Residence Unit for Common Expenses at an amount necessary for the purposes provided herein. Each Residence Unit shall be assessed an equal amount for any Regular Assessment, excepting any proration for ownership during only a portion of the assessment period.

- a. **Increase.** The Regular Assessment on Residence Units for any calendar year may be increased, but only at a duly constituted meeting of the members of the Association, called for such purpose. Such meeting must have a Quorum represented (twenty-five percent (25%) of [Voting Members](#)), in person or by proxy, and a majority of the Total Vote (total number of Voting Members eligible to cast votes) is required to pass the Regular Assessment adjustment.
- b. **Notice of Change.** The Board of Directors of the Association shall fix any approved change in the amount of the Regular Assessment at least thirty (30) days in advance of each annual assessment period. Written notice of the Regular Assessment, any Special Assessments and such other assessment notices as the Board of Directors shall deem appropriate, shall be sent to each Owner subject thereto. The due dates for all assessments shall be established by the Board of Directors in said notices. The Board of Directors may provide for reasonable interest, lien fees, late charges on past due installments of assessments and attorney fees.
- c. **Due Date.** Annual Assessments shall be paid in two (2) semi-annual payments; the first due on or before January 1st, and the second due on or before July 1st of each year.

7.3 Special Assessments. In addition to Regular Assessments, the Board of Directors of the Association may make Special Assessments against each Residence Unit, for the purpose of defraying, in whole or in part, the cost of constructing, reconstructing, repairing or replacing any capital improvement which the Association is required to maintain or the cost of special maintenance and repairs or to recover any deficits (whether from operations or any other loss) which the Association may from time to time incur, but only with the assent of members of the Association who are eligible to cast votes in person or by proxy at a duly constituted meeting of the members of the Association called for such purpose, as detailed in [Section 7.3.a.](#) below. Special Assessments may also be assessed against any Owner for violating the covenants and restrictions in this Declaration or the Plat Covenants and Restrictions as provided in [Section 7.3.c.](#) below.

- a. **A Special Assessment for the Meadowlark Community** can be made only at a duly constituted meeting of the members of the Association, called for such purpose. Such meeting must have a Quorum represented (twenty-five percent (25%) of [Voting Members](#), in person or by proxy), and a majority of the [Total Vote](#) (total number of Voting Members eligible to cast votes) is required to pass the Special Assessment.

- b. Commencement/Due Date. Written notice of any approved Special Assessment for the Meadowlark community shall be sent to each Owner subject thereto, and a Special Assessment shall commence as to each Residence Unit on the first day of the calendar month following sixty (60) days after approval of the Special Assessment, or at a date decided by the Board.
- c. A Special Assessment for a Homeowner Covenant Violation. Without approval of the members, a Special Assessment may be assessed against an Owner for violating the covenants and restrictions in this Declaration or the Plat Covenants and Restrictions, resulting in charges for legal action or corrective action taken by the Board, as stated in [Section 3.1.g.](#), and the policy stated in [Appendix C](#) herein.

7.4 Failure of Owner to Pay Assessments.

- a. No Exemptions. No Owner shall be exempt from paying Regular Assessments and Special Assessments due to such Owner's nonuse of the Common Areas or abandonment of the Residence Unit belonging to such Owner. If any Owner shall fail, refuse or neglect to make any payment of any assessment (or periodic installment of an assessment, if applicable) when due, an attempt shall be made by the Association's Management Company, as stated in the [Assessment Delinquency Collection Policy in Appendix A](#), to collect the assessment(s) due, or to discuss a payment schedule, the acceptance of which is at the discretion of the Board and Management Company. If not resolved to the satisfaction of the Board, the lien for such assessment (as described in [Section 7.4.b](#) below) may be foreclosed by the Board of Directors for and on behalf of the Association in the same manner that a mortgage on real property can be foreclosed, or as otherwise provided by law. Any past due assessments shall be subject to an interest charge at the rate of interest paid on judgments by not less than twelve percent (12%) per year. Upon the failure of an Owner to make timely payments of any assessment when due, the Board of Directors may in its discretion accelerate the entire balance of any unpaid assessments and declare the same immediately due and payable, notwithstanding any other provisions hereof to the contrary. In any action to foreclose the lien for any assessment, the Owner and any occupant of the Residence Unit shall be jointly and severally liable for the payment to the Association of reasonable rental for such Residence Unit, and the Board of Directors shall be entitled to the appointment of a receiver for the purpose of preserving the Residence Unit or Lot, and to collect the rentals and other profits therefrom for the benefit of the Association to be applied to the unpaid assessments. The Board of Directors, at its option, may in the alternative bring suit to recover a money judgment for any unpaid assessment without foreclosing or waiving the lien securing the same. In any action to recover an assessment, whether by foreclosure or otherwise, the Board of Directors, for and on behalf of the Association, shall be entitled to recover from the Owner of the respective Residence Unit, costs and expenses of such action incurred, including but not limited to reasonable attorneys' fees, lien fees, late charges on past due installments of assessments, and interest from the date such assessments were due until paid.

- b. Lien. Notwithstanding anything contained in this Section 7.4 or elsewhere in this Declaration, any sale, or transfer of a Residence Unit to a Mortgagee pursuant to a foreclosure of its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in the manner provided by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid assessments (or periodic installments, if applicable) which became due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien shall not relieve the prior Owner from personal liability therefore. No such sale, transfer or conveyance shall relieve the Residence Unit, or the purchaser thereof, at such foreclosure sale, or the grantee in the event of conveyance in lieu thereof, from liability for any assessments (or periodic installments of such assessments, if applicable) thereafter becoming due or from the lien therefore.
- c. Covenant Violation Special Assessment Action. A Special Assessment assessed to an Owner for corrective action taken by the Board to resolve a covenant violation as stated in [Section 3.1.g.](#) and [Appendix C](#), will be pursued as described in [Section 7.5](#). Such Special Assessment shall include all costs and expenses incurred by the Board to correct the violation, including reasonable interest, lien fees, late charges on past due installments of the Special Assessment and attorneys' fees.

7.5 Creation of Lien and Personal Obligation. Each Owner of a Residence Unit/Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (i) regular assessments for Common Expenses ("Regular Assessments"), (ii) special assessments for capital improvements and operating deficits and for special maintenance and repairs ("Special Assessments"), and if applicable, (iii) special assessments resulting from violations (see [Section 3.1.g.](#)) Such assessments shall be established, shall commence upon such dates and shall be collected as herein provided. All such assessments, together with interest, costs of collection and reasonable attorneys' fees, shall be a continuing lien upon the Residence Unit/Lot against which such assessment is made prior to all other liens except only (i) tax liens on any Residence Unit/Lot in favor of any unit of government or special taxing district and (ii) the lien of any first mortgage of record. Each such assessment, together with interest, costs of collection and reasonable attorneys' fees, shall also be the personal obligation of the Owner of the Residence Unit/Lot at the time such assessment became due and payable. Where the Owner constitutes more than one person, the liability of such persons shall be joint and several. The personal obligation for delinquent assessments (as distinguished from the lien upon the Residence Unit) shall not pass to such Owner's successors in title unless expressly assumed by them. The Association, upon request of a proposed Mortgagee or proposed purchaser having a contractual right to purchase a Residence Unit, shall furnish to such Mortgagee or purchaser a statement setting forth the amount of any unpaid Regular or Special Assessments or other charges against the Residence Unit/Lot. Such statement shall be binding upon the Association as of the date of such statement.

7.6 Expense Incurred to Clear Easement Deemed a Special Assessment. As provided in [Section 1.6](#) herein, the Owner of any Residence Unit/Lot subject to an Easement, including any builder, shall be required to keep the portion of the Easement on the Lot free from obstructions so that the storm water drainage will not be impeded and will not be changed or altered without a permit from the applicable governmental entities located in Hendricks County, Indiana and prior written approval of the Association. Also, no structures or improvements,

including without limitation decks, patios or fences of any kind, shall be erected or maintained upon said [Easements](#), and any such structure or improvement so erected shall, at the Association's written request, be removed by the Owner at the Owner's sole cost and expense. If, within thirty (30) days after the date of the Association's written request, such Owner shall not have commenced and diligently and continuously effected the removal of any obstruction of storm water drainage or any prohibited structure or improvement, the Association may enter upon the Lot and cause such obstruction, structure or improvement to be removed so that the Easement is returned to its original designed condition. In such event, the Association shall be entitled to recover the full cost of such work from the offending Owner and such amount shall be deemed a Special Assessment against the Residence Unit/Lot owned by such Owner which, if unpaid, shall constitute a lien against such Residence Unit/Lot and may be collected by the Association pursuant to this Article VII in the same manner as any other [Regular Assessment](#) or [Special Assessment](#) may be collected.

ARTICLE VIII

Insurance

8.1 Casualty Insurance. The Association shall purchase and maintain fire and extended coverage insurance in an amount equal to the full insurable replacement cost of any improvements owned by the Association. If the Association can obtain such coverage for a reasonable amount, it shall also obtain "all risk coverage." The Association shall also insure any other property, whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable. Such insurance policy shall name the Association as the insured. The insurance policy or policies shall, if possible, contain provision that the insurer (i) waives its rights to subrogation as to any claim against the Association, its Board of Directors, officers, agents, and guests, and (ii) waives any defense to payment based on invalidity arising from the acts of the insured. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried.

8.2 Liability Insurance. The Association shall also purchase and maintain a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time, but in any event with a minimum combined limit of One Million Dollars (\$1,000,000) per occurrence. Such comprehensive public liability insurance shall cover all of the Common Areas and shall inure to the benefit of the Association, its Board of Directors, officers, agents and employees, any committee of the Association or of the Board of Directors, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Real Estate.

8.3 Other Insurance. The Association shall also purchase and maintain any other insurance required by law to be maintained, including but not limited to workers compensation and occupational disease insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate including but not limited to Directors and Officers liability insurance.

8.4 Miscellaneous. The premiums for the insurance described above shall be paid by the Association as part of the Common Expenses.

ARTICLE IX

Maintenance

9.1 Maintenance of Lots and Improvements. Except to the extent such maintenance shall be the responsibility of the Association under any of the foregoing provisions ([Section 5.7](#)) of this Declaration, it shall be the duty of the Owner of each Lot to keep the grass on the Lot properly cut and keep the Lot, including any Easements located on the Lot, free of weeds, trash or debris, and otherwise neat and attractive in appearance, including, without limitation, the property maintenance of the exterior of any structures on such Lot. If the Owner of any Lot fails to do so in a manner satisfactory to the Association, the Association, after approval by a majority vote of the Board of Directors, shall have the right (but not the obligation), through its agents, employees and contractors, to enter upon said Lot and to clean, repair, maintain or restore the Lot, as the case may be, and the exterior of the improvements erected thereon. The cost of any such work shall be and constitute a Special Assessment against such Lot and the Owner thereof, and may be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessments in general. Neither the Association nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

9.2 Damage to Common Areas. In the event of damage to or destruction of any part of the Common Areas or any improvements which the Association is required to maintain hereunder, the Association shall repair or replace the same to the extent of the availability of insurance proceeds. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a Special Assessment against all Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds or against such Owners who benefit by the Special Assessments if less than all benefit. Notwithstanding any obligation or duty of the Association hereunder to repair or maintain the Common Areas, if, due to the willful, intentional or negligent acts or omissions of any Owner or of a member of the Owner's family or of a guest, tenant, invitee or other occupant or visitor of such Owner, damage shall be caused to the Common Areas, or if maintenance, repairs or replacements shall be required thereby which would otherwise be a Common Expense, then the Association shall cause such repairs to be made and such Owner shall pay for such damage and such maintenance, repairs and replacements, unless such loss is covered by the Association's insurance with such policy having a waiver of subrogation clause. If not paid by such Owner upon demand by the Association, the cost of repairing such damage shall be added to and constitute a Special Assessment against such Owner and its Residence Unit and Lot, to be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessments in general.

ARTICLE X

Mortgages

10.1 Notice to Mortgagees. The Association, upon request, shall provide to any Mortgagee a written certificate or notice specifying unpaid assessments and other defaults, if any, of the Owner of a Residence Unit in the performance of the Owner's obligations under this Declaration or any other applicable documents.

10.2 Notice to Association. Any Mortgagee who holds a first mortgage lien on a Residence Unit/Lot may notify the Management Company of the existence of such mortgage and provide the name and address of the Mortgagee. A record of the Mortgagee and name and address shall be maintained by the Management Company on behalf of the Board, and any notice required to be given to the Mortgagee pursuant to the terms of this Declaration, the By-Laws of the Association or otherwise shall be deemed effectively given if mailed to the Mortgagee at the address shown in such record in the time provided. Unless notification of a Mortgage and the name and address of the Mortgagee are furnished to the Management Company, as herein provided, no notice to any Mortgagee as may be otherwise required by this Declaration, the By-Laws of the Association or otherwise shall be required, and no Mortgagee shall be entitled to vote on any matter to which it otherwise may be entitled by virtue of this Declaration, the By-Laws of the Association, a proxy granted to such Mortgagee in connection with the mortgage, or otherwise.

10.3 Mortgagees' Rights Upon Default by Association. If the Association fails (i) to pay taxes or the charges that are in default and that have or may become charges against the Common Areas, or (ii) to pay on a timely basis any premium on hazard insurance policies on Common Areas or to secure hazard insurance coverage for the Common Areas upon lapse of a policy, then the Mortgagee on any Lot or Residence Unit may make the payment on behalf of the Association, but only after giving written notice of non-payment to the Association and a period of ten (10) days in which to cure such non-payment.

ARTICLE XI

Amendments

11.1 By the Association. Except as otherwise provided in this Declaration, (and for purposes as stated in By-Laws Section 6.6.) amendments to this Declaration shall be proposed and adopted in the following manner:

- a. Notice. Notice of the subject matter of any proposed amendment shall be included in the notice of the meeting to the members of the Association at which the proposed amendment is to be considered.
- b. Resolution. A Resolution to adopt a proposed amendment may be proposed by the Board of Directors or Owners, having in the aggregate at least a majority of the Total Vote of all Owners in good standing.
- c. Meeting. The Resolution concerning a proposed amendment must be adopted by the vote required by Section 11.1.d. at a meeting of the members of the Association duly called and held in accordance with the provisions of the By-Laws.
- d. Adoption. Any proposed amendment to this Declaration must be approved at a meeting duly called for such purpose, with a Quorum of at least twenty-five percent (25%) of Voting Members, in person or by proxy (as defined in By-Laws Section 2.10), and the number of affirmative votes cast are equal to or greater than a majority of the Total Vote. In the event any Residence Unit is subject to a first mortgage, the Mortgagee shall be notified of the meeting and the proposed amendment in the same manner as an Owner, if the Mortgagee has given prior

notice of its mortgage interest to the Board of Directors of the Association in accordance with the provisions of the foregoing [Section 10.2](#).

- e. **Mortgagees' Vote On Special Amendments.** No amendments to this Declaration shall be adopted which changes any provision of this Declaration which would be deemed to be of a material nature by the Federal National Mortgage Association under Section 601.02 of Part V; Chapter 4, of the Fannie Mae Selling Guide, or any similar provision of any subsequent guidelines published in lieu of or in substitution for the Selling Guide, or which would be deemed to require the first Mortgagee's consent under the Freddie Mac Sellers' and Servicers' Guide, Vol. 1, Section 2103(d) without the written approval of at least twenty-five percent (25%) of the Mortgagees who have given prior notice of their mortgage interest to the Board of Directors of the Association in accordance with the provisions of the foregoing [Section 10.2](#).

Any Mortgagee which has been duly notified of the nature of any proposed amendment shall be deemed to have approved the same if the Mortgagee or a representative thereof fails to appear at the meeting in which such amendment is to be considered (if proper notice of such meeting was timely given to such Mortgagee) or if the Mortgagee does not send its written objection to the proposed amendment prior to such meeting. In the event that a proposed amendment is deemed by the Board of Directors of the Association to be one which is not of a material nature, the Board of Directors shall notify all Mortgagees, whose interests have been made known to the Board of Directors, of the nature of such proposed amendment, and such amendment shall be conclusively deemed not material if no Mortgagee so notified objects to such proposed amendment within thirty (30) days of the date such notices are mailed and if such notice advises the Mortgagee of the time limitation contained in this sentence.

11.2 Association's Right To Make Amendment. The Association reserves the right to make any amendments to this Declaration without the approval of any other person or entity, for any purpose reasonably deemed necessary or appropriate by the Association, including without limitation to bring this Declaration into compliance with the requirement of any statute, ordinance, regulation or order of any public agency having jurisdiction thereof; to conform with zoning covenants and conditions; to comply with the requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Veterans Administration or any other governmental agency or to induce any of such agencies to make, purchase, sell, insure or guarantee first mortgages; or to correct Clerical or typographical errors in this Declaration or any amendment or supplement hereto; provided that in no event shall the Association be entitled to make any amendment which has a material adverse effect on the rights of any Mortgagee, or which substantially impairs the rights granted by this Declaration to any Owner or substantially increases the obligations imposed by this Declaration on any Owner.

11.3 Recording. Each amendment to this Declaration shall be executed by the President or Vice President, and the Secretary of the Board of Directors of the Association. All amendments shall be recorded in the office of the Recorder of Hendricks County, Indiana, and no amendment shall become effective until so recorded.

ARTICLE XII

Party Walls

12.1 General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Residence Units upon the Real Estate and placed on the dividing lines between such Residence Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

12.2 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall. For purposes of this Article XII, the term "party wall" shall include the roof connecting the two (2) Residence Units.

12.3 Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and the other Owner shall contribute equally to the cost of restoration thereof, without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions.

12.4 Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent, malicious or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

12.5 Right to Contribution Runs With Land. The right of any Owner to contributions from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

12.6 Boundaries. "Plans", as that term is used herein, shall mean and refer to the floor and building plans of any Residence Unit, together with any surveys and final elevation Plans. In the event that any horizontal or vertical boundary lines as shown on the plans do not coincide with the actual location of the respective walls, floor, ceiling, driveway, or roof of any Residence Unit because of inexactness of construction, settling after construction, or for any other reason, then the boundary line of such Residence Unit and its respective walls, floor, ceiling, driveway, or roof shall be deemed to be, and treated for purposes of occupancy, possession, maintenance, decoration, and use enjoyment, as in accordance with the actual and existing construction. In such cases, permanent easements for exclusive use shall exist in favor of the Owner of each Residence Unit in and to the space outside the boundary lines of the Residence Unit and its respective walls, floor, ceiling, driveway, or roof as indicated on the plans, but within the walls, floors, ceilings, driveway or roof of the Residence Unit as they may actually exist.

ARTICLE XIII

Miscellaneous

13.1 Right of Enforcement. Violation or threatened violation of any of the covenants, conditions or restrictions enumerated in this Declaration or in a Plat of any part of the Real Estate now or hereafter recorded in the office of the Recorder of Hendricks County, Indiana, or

zoning commitment shall be grounds for an action by the Association, any Owner and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants, conditions, restrictions or commitments. Available relief in any such action shall include recovery of damages or other sums due for such violation, injunctive relief against any such violation or threatened violation, declaratory relief and the recovery of costs and attorneys' fees reasonably incurred by any party successfully enforcing such covenants, conditions, restrictions or commitments; provided, however, that the Association shall not be liable for damages of any kind to any person for failing to enforce any such covenants, conditions, restrictions or commitments. (See By-Laws Section 3.17, and Plat Covenants #26 and 27.)

13.2 Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party, including without limitation the Association, to invoke any available remedy with respect to any violation or threatened violation of any covenants, conditions, restrictions or commitments enumerated in this Declaration or in a Plat of any part of the Real Estate or otherwise shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to it upon the occurrence, recurrence or continuance of such violation or violations.

13.3 Duration. These covenants, conditions and restrictions and all other provisions of this Declaration (as the same may be amended from time to time as herein provided) shall run with the land and shall be binding on all persons and entities from time to time having any right, title or interest in the Real Estate or any part thereof, and on all persons claiming under them, for a term of thirty (30) years from the date of the original filing of the Articles of Incorporation on May 4, 2001, and thereafter shall continue automatically for unlimited successive periods of ten (10) years or until terminated or modified by vote of a majority of the Total Vote (see By-Laws Section 1.3.d.) of all Owners in good standing at a meeting with a Quorum (see By-Laws Section 2.10) represented; provided, however, that no termination of this Declaration shall affect any Easement hereby created and reserved unless all persons entitled to the beneficial use of such Easement shall consent thereto.

13.4 Severability. Invalidation of any of the covenants, restrictions or provisions contained in this Declaration by judgment or court order shall not in any way affect any of the other provisions hereof, which shall remain in full force and effect. (See Plat Covenants #32.)

13.5 Titles. The Article numbers and titles preceding the various Sections and Subsections of this Declaration are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provisions of this Declaration. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

13.6 Applicable Law. This Declaration shall be governed by the laws of the State of Indiana.

MEADOWLARK LEGAL DESCRIPTION

Exhibit A

Part of the East two-thirds of the Northeast Quarter of Section 17, Township 15 North, Range 2 East of the Second Principal Meridian, Washington Township, Hendricks County, State of Indiana, being more particularly described as follows:

Beginning at a railroad spike on the East line of said Quarter Section South 00 degrees 02 minutes 48 seconds West 1,179.67 feet from an iron pin in a steel box marking the Northeast corner of said Quarter Section; thence South 00 degrees 02 minutes 46 seconds West along said East line 1,482.58 feet to an iron pin in a steel box marking the Southeast corner of said Quarter Section; thence North 89 degrees 57 minutes 47 seconds along the South line of said Quarter Section 1,768.90 feet to a capped rebar on the West line of the East two-thirds of said Quarter Section; thence North 00 degrees 01 minutes 27 seconds West along said West line 1,172.70 feet to a capped rebar; thence North 89 degrees 58 minutes 05 seconds East 274.79 feet to a capped rebar; thence North 78 degrees 15 minutes 01 seconds East 67.74 feet to a capped rebar; thence North 60 degrees 57 minutes 22 seconds East 41.80 feet to a capped rebar; thence North 54 degrees 19 minutes 19 seconds East 349.65 feet to a capped rebar; thence North 54 degrees 30 minutes 30 seconds East 321.15 feet to a capped rebar; thence North 04 degrees 57 minutes 40 seconds East 27.83 feet to a capped rebar; thence North 11 degrees 28 minutes 55 seconds West 141.75 feet to a capped rebar; thence North 82 degrees 39 minutes 44 seconds East 376.48 feet to a capped rebar to the West line of Lot 1 of Minor Plat 790 recorded as Instrument Number 98029151; thence South 00 degrees 02 minutes 46 seconds West 98.87 feet to a capped rebar at the Southwest corner of said Lot 1; thence South 62 degrees 44 minutes 56 seconds East 505.97 feet to a capped rebar at the Southeast corner of said Lot 1; thence South 89 degrees 57 minutes 14 seconds East 50.00 feet to the point of beginning, containing 60.27 acres, more or less. Subject to all highways, rights of way and easements.

APPENDIX A

ASSESSMENT DELINQUENCY COLLECTION POLICY

WHEREAS, Meadowlark Homeowners Association, Inc. (“Association”) is responsible for the maintenance, improvement, repair, and operation of the residential community in Hendricks County, Indiana known as Meadowlark Lakes and Villas, including, but not limited to, the payment of insurance thereon, the cost of labor, equipment, material furnished with respect to the common areas, and

WHEREAS, by purchasing a home within the community, each owner covenanted and agreed to pay assessments to the Association for their pro rata share of the Association’s common expenses, and

WHEREAS, there is a need to clarify and ratify orderly procedures now and previously in effect for the collection of assessments which remain unpaid past their due date since delinquent assessments pose a serious financial and administrative burden on the Association. This Assessment Delinquency Collection Policy is not intended to supersede any stated covenant of the Association presently of record, but is meant to supplement those covenants and provide guidance to the Association, its manager, and the owners concerning the collection of delinquent assessments. If in the event any portion of the policy conflicts with a covenant contained in the Declaration, the covenant shall control.

NOW, THEREFORE BE IT RESOLVED that the duly elected Directors of the Association have adopted the following procedures, rules and regulations for the collection of assessments:

1. **DUE DATE**: Assessments are due and payable in advance for each fiscal year semi-annually, with the due dates being the **1st day of January** and the **1st day of July**. Collections shall be handled by the Association’s property Management Company.
2. **PAYMENT ISSUES**: If an owner is **unable to pay** his or her assessment by the 1st day of January or 1st day of July, the owner shall immediately contact the Association's Management Company to make arrangements to pay their assessment or to discuss a payment schedule, the acceptance of which is at the discretion of the Board and Management Company.
3. **30-DAY REMINDER AND LATE CHARGE**: If payment is not received by the Association's management company by the **30th day** from the applicable due date, a “Reminder Notice” shall be mailed to delinquent owners at their last known address in the records of the Association, advising the assessment is past due and payable immediately, and that a late charge of \$20.00, attributable to the Association's administrative costs in handling the homeowner's delinquent account, has been added to the delinquent owner's account and shall be deemed a part of the indebtedness to the Association. The late fee shall be in addition to any interest attributable to the unpaid principal balance provided for pursuant to the covenants where such interest shall compensate the Association, as a representative of all owners, for the lost use of the

delinquent funds aside for the Association's administrative costs. It shall be the owner's obligation to notify the Association of any changes in his or her mailing address and the Association shall have no obligation to search for an owner's address.

4. **60-DAY REMINDER:** Any owner with a delinquent balance of 60 days will be mailed a second "Reminder Notice" giving the homeowner **6 days to pay** both the delinquent amount plus late charges.
5. **DEMAND LETTER:** If still unpaid after 6 days of the second Reminder Notice, a "**10-Day Demand Letter**" shall be mailed by first-class mail to the delinquent homeowner. This Demand Letter shall advise the owner that unless payment in full is received within 10 days of such notice, legal action may be taken.
6. **LEGAL ACTION:** If an owner is still delinquent **10 days after the date of the 10-Day Demand Letter**, the matter will be turned over to the Association's attorney with instructions to pursue the collection thereof in the manner recommended by the Association's attorney.
 - a. Thereafter, all communications by the delinquent owner must be directed to the attorney.
 - b. At this time the owner will be responsible for all attorney fees, expenses, and court costs. All of the Association's collection costs and expenses incurred, including a collection cost/administration fee to its property management company, which is presently seventy-five dollars (\$75.00), but may be modified from time to time by the Board upon a majority vote of the Board members, will be added to the account and shall be deemed to be a part of the indebtedness owed to the Association as a personal obligation of the owner and as a lien against the lot as provided for in the covenants. The property manager's collection cost is to pay for the manager's additional time and expenses related to handling the delinquent account and dealing with the Association's attorney. This is a cost of collection over and above any principal, interest or legal fees incurred by the Association.
7. **PARTIAL PAYMENTS:** Any payments received at any time for less than the full amount then due shall not constitute a full payment and do not create an accord and satisfaction of the debt until paid in full, including all amounts incurred as a result of being delinquent.
8. **APPLICATION OF PAYMENTS:** Payments received will be applied in the following order: (1) attorneys' fees, court costs and expenses incurred by the Association, (2) collection costs of the Association's property management company, (3) late charges, (4) charges incurred by the Association for "bounced" or "stopped payment" checks, then (5) outstanding assessments.

APPENDIX B

SPECIAL ASSESSMENT DELINQUENCY COLLECTION POLICY

WHEREAS, Meadowlark Homeowners Association, Inc. (“Association”) is responsible for the maintenance, improvement, repair, and operation of the residential community in Hendricks County, Indiana known as Meadowlark Lakes and Villas, including, but not limited to, the payment of insurance thereon, the cost of labor, equipment, material furnished with respect to the common areas, and

WHEREAS, by purchasing a home within the community, each owner covenanted and agreed to pay assessments to the Association for their pro rata share of the Association’s common expenses, and

WHEREAS, as stated in [Section 7.3](#), in addition to Regular Assessments, the Board of Directors may make Special Assessments against each Residence Unit for the purpose of defraying, in whole or in part, the cost of constructing, reconstructing, repairing or replacing any capital improvement which the Association is required to maintain or the cost of special maintenance and repairs or to recover any deficits (whether from operations or any other loss) which the Association may from time to time incur. A Special Assessment for the Meadowlark Community can be made only at a duly constituted meeting of the members of the Association, called for such purpose, and such meeting must have a Quorum represented and a majority of the Total Vote is required to pass the Special Assessment. Once passed, the Special Assessment shall commence as to each Residence Unit on the first day of the calendar month following sixty (60) days after approval of the Special Assessment, or at a date decided by the Board. This Special Assessment Delinquency Collection Policy is not intended to supersede any stated covenant of the Association presently of record, but is meant to supplement those covenants and provide guidance to the Association, its manager, and the owners concerning the collection of delinquent special assessments. If in the event any portion of the policy conflicts with a covenant contained in the Declaration, the covenant shall control.

NOW, THEREFORE BE IT RESOLVED that the duly elected Directors of the Association have adopted the following procedures, rules and regulations for the collection of delinquent special assessments.

Meadowlark Community Special Assessment:

1. **DUE DATE:** Homeowners will be advised by the Association's management company of the commencement date of a Special Assessment. The Special Assessments is due and payable within thirty (30) days of the stated commencement date. Collections shall be handled by the Association’s property management company.
2. **PAYMENT ISSUES:** If an owner is **unable to pay** his or her Special Assessment within thirty (30) days of the stated commencement date, the owner shall immediately contact

the Association's Management Company to make arrangements to pay their assessment or to discuss a payment schedule, the acceptance of which is at the discretion of the Board and Management Company.

3. **30-DAY REMINDER AND LATE CHARGE:** If payment is not received by the Association's management company by the **30th day** from the stated commencement date, a "Reminder Notice" shall be mailed to delinquent owners at their last known address in the records of the Association, advising the special assessment is past due and payable immediately, and that a late charge of \$20.00, attributable to the Association's administrative costs in handling the homeowner's special assessment delinquent account, has been added to the delinquent owner's account and shall be deemed a part of the indebtedness to the Association. The late fee shall be in addition to any interest attributable to the unpaid principal balance provided for pursuant to the covenants where such interest shall compensate the Association, as a representative of all owners, for the lost use of the delinquent funds aside for the Association's administrative costs. It shall be the owner's obligation to notify the Association of any changes in his or her mailing address and the Association shall have no obligation to search for an owner's address.
4. **60-DAY REMINDER:** Any owner with a delinquent balance of 60 days will be mailed a second "Reminder Notice" giving the homeowner **6 days to pay** both the delinquent amount plus late charges.
5. **DEMAND LETTER:** If still unpaid after 6 days of the second Reminder Notice, a "**10-Day Demand Letter**" shall be mailed by first-class mail to the delinquent homeowner. This Demand Letter shall advise the owner that unless payment in full is received within 10 days of such notice, legal action may be taken.
6. **LEGAL ACTION:** If an owner is still delinquent **10 days after the date of the 10-Day Demand Letter**, the matter will be turned over to the Association's attorney with instructions to pursue the collection thereof in the manner recommended by the Association's attorney.
 - a. Thereafter, all communications by the delinquent owner must be directed to the attorney.
 - b. At this time the owner will be responsible for all attorney fees, expenses, and court costs. All of the Association's collection costs and expenses incurred, including a collection cost/administration fee to its property management company, which is presently seventy-five dollars (\$75.00), but may be modified from time to time by the Board upon a majority vote of the Board members, will be added to the account and shall be deemed to be a part of the indebtedness owed to the Association as a personal obligation of the owner and as a lien against the lot as provided for in the covenants. The property manager's collection cost is to pay for the manager's additional time and expenses related to handling the delinquent account and dealing with the Association's attorney. This is a cost of collection over and above any principal, interest or legal fees incurred by the Association.

7. **PARTIAL PAYMENTS:** Any payments received at any time for less than the full amount then due shall not constitute a full payment and do not create an accord and satisfaction of the debt until paid in full, including all amounts incurred as a result of being delinquent.
8. **APPLICATION OF PAYMENTS:** Payments received will be applied in the following order: (1) attorneys' fees, court costs and expenses incurred by the Association, (2) collection costs of the Association's property management company, (3) late charges, (4) charges incurred by the Association for "bounced" or "stopped payment" checks, then (5) outstanding assessments.

Special Assessment Resulting from an Owner Covenant Violation:

For the policy for violation of a covenant, see [Appendix C – Violation of Covenants Policy](#).

APPENDIX C

VIOLATION OF COVENANTS POLICY

As stated in By-Laws Section 3.16, the Association has the right to notify any Owner violating the covenants and restrictions in the Declaration, the Plat Covenants and Restrictions, or any rule established by the Board of Directors of the Meadowlark Homeowners Association and demand that the Owner or Occupant remedy the violation. In the event an Owner fails to correct the violation, the Board of Directors shall have the right to take all appropriate remedial action and/or institute and prosecute such action at an Owner's sole cost and expense, including all legal fees incurred.

Owners that violate the Declaration or Plat Covenants and Restrictions will be accountable following this procedure:

1. A first Violation letter will be sent by the management company to the Owner/tenant, stating the nature of the violation, the provision that was violated, and that within ten (10) days of the date of the notification letter: (i) the Owner must correct the violation, or (ii) the Owner must contact the management company, in writing, requesting a meeting to discuss the resolution of the violation.
2. If, by the stated time, Owner fails to correct the violation, fails to request a meeting or requests a meeting but fails to show up for said meeting, the Owner will be sent a second Violation letter, stating the violation must be corrected within ten (10) days from the date of the second letter, and if not remedied, the matter will be turned over to legal counsel. All future contact will be between the attorney and the Owner.
3. If the Owner fails to comply, the Board shall have the right to take all appropriate remedial action and/or institute and prosecute such action as attorney-in-fact for an Owner and at an Owner's sole cost and expense, including all legal fees incurred. Said costs and expenses shall be considered a Special Assessment against the Owner, shall be due and payable upon demand by the Association, and shall be deemed to constitute a lien on the particular Home involved. Collection thereof may be enforced by the Board of Directors in the same manner as the Board of Directors is entitled to enforce collection of Special Assessments as stated in the Special Assessment Delinquency Collection Policy. Also see [Section 7.4](#) and [Section 7.5](#).
4. The Board may suspend the Owner's voting privileges and deny usage of the Common Grounds to Owner, Owner's family, tenants, and guests until the violation issue is resolved.

MEADOWLARK HOMEOWNERS ASSOCIATION, INC.
Board of Directors
Requirements for Structures

Duly Passed on November 10, 2022

The undersigned, being the President and Secretary of the Board of Directors of Meadowlark Homeowners Association, Inc., ("Association"), hereby take the following corporate action by unanimous consent of the Board, in lieu of a special meeting for such purposes:

WHEREAS the Board of Directors of the Meadowlark Homeowners Association desires to clarify and more specifically define requirements for structures such as a 3-Season room, Sunroom, and Room addition. This resolution is to become part of the Declaration of Covenants and Plat Covenants & Restrictions documents of the Meadowlark By-Laws and Covenants.

DECLARATION OF COVENANTS.

Architectural Review Committee, Section 6.2, c. Exterior Changes, (ii) New Changes, Structures of any kind, permanent or temporary, including room additions.

PLAT COVENANTS. Item 27. EXTERIOR CHANGES, b. New.

Now, therefore, be it resolved:

- That any new structure such as a 3-Season room, Sunroom, or Room Addition of any kind must include architectural drawings and all materials to be used when submitted on an Architectural Request for Change form.
- That the roof, windows, doors and siding must match the style and color of the home.
- That the new structure cannot block or impede a neighbor's view of the Ponds or Common Areas.
- That the owner must obtain written approval from either or both neighbors that the room to be erected does not obstruct their view of the Pond or Common Areas.
- That all of this is taken into consideration when reviewed by the Architectural Review Committee ("ARC") to determine if the addition is acceptable.

RESOLVED THAT, the Association hereby adopts and/or affirms the Requirements for Structures Resolution. This written consent shall be filed in the Minutes Book of this Corporation and shall become incorporated into the By-Laws, Declaration of Covenants, and Plat Covenants & Restrictions for the Meadowlark Lakes & Villas community.

Signed: November 10, 2022



Paula Moore, President
Meadowlark HOA Board of Directors



Shirley T. Hargis, Secretary
Meadowlark HOA Board of Directors

IN WITNESS WHEREOF, this amended and restated Declaration has been executed by the undersigned Board of Directors of the Meadowlark Homeowners Association, Inc., who have hereunto caused their names to be subscribed this 23rd day of August, 2016.

MEADOWLARK HOMEOWNERS ASSOCIATION, INC.

By: Lee Green Lee Green, President
John R Tufano John Tufano, Vice President
Shirley Hargis Shirley Hargis, Secretary
Mary Ellen Ramsay Mary Ellen Ramsay, Treasurer

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared Lee Green, President, John Tufano, Vice President, Shirley Hargis, Secretary, and Mary Ellen Ramsay, Treasurer, each an Officer and Member of the Board of Directors of Meadowlark Homeowners Association, Inc., and acknowledged the execution of this instrument on behalf of the Association.

Witness my signature and Notarial Seal this 23 day of August, 2016

My Commission Expires: July 26, 2019 Kirk Ghy
Notary Public
My County of Residence: Hancock Kirk Ghy
Printed Signature

RETURN A COPY TO:

Kirkpatrick Management Company, Inc.
5702 Kirkpatrick Way
Indianapolis, IN 46220

This instrument prepared by and to be returned to: Jeffrey M. Bellamy, 151 N. Delaware Street, Ste. 1900, Indianapolis, IN 46204-2505.

I, Jeffrey M. Bellamy, affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

By: Jeffrey M. Bellamy
Jeffrey M. Bellamy, Esq.