

**AMENDED AND RESTATED PLAT COVENANTS  
AND RESTRICTIONS  
FOR  
MEADOWLARK**

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The Precedent Residential Development, LLC, an Indiana limited liability company and the "Developer", is the Owner of the real estate described in Exhibit "A" attached hereto (the "Initial Real Estate"), and platted and subdivided the Initial Real Estate as shown on the plat for Meadowlark Lakes and Villas, which was filed of record April 30<sup>th</sup>, 2001 as Instrument No. 2000 - 11243 in the office of the Recorder of Hendricks County, Indiana (together, the "Plat"). The Plat subjects the Initial Real Estate to the provisions of these Plat Covenants and Restrictions, ("Plat Restrictions"). The subdivision created by the Plat (the "Subdivision") is known and designated as Meadowlark Lakes and Meadowlark Villas ("Meadowlark"). In addition to the covenants and restrictions hereinafter set forth, the Real Estate is also subject to those covenants and restrictions contained in the Declaration of Covenants, Conditions and Restrictions of Meadowlark, which was executed and recorded in the office of the Recorder of Hendricks County, Indiana on April 27<sup>th</sup>, 2001, as the same may be amended or supplemented from time to time as therein provided (the "Declaration"), and to the rights, powers, duties and obligations of the Meadowlark Homeowners Association, Inc. (the "Association"), set forth in the Declaration. If there is any irreconcilable conflict between the covenants and restrictions contained herein and any of the covenants and restrictions contained in the Declaration, the covenants and restrictions contained in the Declaration shall govern and control, but only to the extent of the irreconcilable conflict, it being the intent hereof that all covenants and restrictions contained herein shall be applicable to the Real Estate to the fullest extent possible. Capitalized terms used herein shall have the same meaning as given in the Declaration.

In order to provide adequate protection to all present and future Owners of Residence Units in the Subdivision, the following covenants and restrictions, in addition to those set forth in the Declaration, are imposed upon the Real Estate:

1. **DEDICATED STREETS**. The streets within the Subdivision shall be dedicated to the public and shall be located as shown on the Plat.

2. **COMMON AREAS.** Developer declared, created and granted a non-exclusive easement in favor of each Owner for the use and enjoyment of the Common Areas, subject to the conditions and restrictions contained in the Declaration. Easements described on the Plat and the covenants and restrictions contained herein shall not be amended without the prior written consent of the Town of Plainfield. (See Declaration 1.4.)

The Common Areas established throughout the community are defined as follows:

- a. Common Area(s) ("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 Declaration 1.4.a.)
  - b. Landscape and Restrictive Common Area(s) ("LRCA"): these areas are set aside for landscaping and restricted areas and are not available for walking or other activities. (See Declaration 1.4.b.)
  - c. Limited Common Area(s) ("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 covenants and restrictions contained in [Paragraph 3.b.](#) regarding Landscape Easements. No structure including dwellings, patios, fences, porches, etc. shall encroach in any Limited Common Area. The Association shall maintain the LCA along Raceway Road and may maintain the LCA along the North, West, and South property lines. (See Declaration 1.4.c.)
3. **EASEMENTS.** (The "Drainage and Utility Easements", "Drainage Easements", "Landscape Easements" and "Ingress/Egress Easements" all hereinafter are referred to collectively as the "Easements"). No Easement shall be amended without the prior written consent of the Town of Plainfield. (See Declaration 1.6.)
- a. Drainage and Utility Easements and Drainage Easements. There are areas of ground on the Plat marked "Drainage and Utility Easement" ("D&UE") and/or Drainage ("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. The Owner of any Residence Unit/Lot 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 of Directors of the Association. (See Declaration 1.6.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 of Directors of the Association. 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 removed or altered without the prior written approval of the Board of Directors of the Association and the Town of Plainfield. (See Declaration 1.6.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 for 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 of the Association. 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 Declaration 1.6.c.)
4. **BUILDING LOCATION.** Building setback lines are established on the Plat. No building shall be erected or maintained within the setback lines of a Lot.
5. **LOT USE.** All Lots in the subdivision shall be used solely for residential purposes. No business building shall be permitted on any Lot. No structure shall be erected, placed or permitted to remain on any Lot other than single-family or two-family Residence Units not to exceed thirty-five (35) feet in height. If such Residence Units are attached to other Residence Units, then such Residence Units shall include one-half (1/2) of the thickness of any party walls separating the Residence Unit from another Residence Unit. (See Declaration 4.7 and 4.9.)
6. **ACCESSORY AND TEMPORARY OUTBUILDINGS.** No trailers, shacks, outhouses, storage sheds or tool sheds of any kind shall be erected or situated on any Lot in the subdivision. No attached storage sheds shall be added to any Residence Unit.
7. **TEMPORARY STRUCTURES.** No trailer, camper, motor home, travel trailer, truck, shack, tent, boat, recreational vehicle, garage or outbuilding of any kind may be used at any time as a dwelling, temporary or permanent; nor may any structure of a temporary character be used as a dwelling.
8. **NUISANCES.** No Residence Unit or Lot or any portion of the Common Area shall be used in any unlawful manner or in any manner which might cause injury to the reputation of the

subdivision, or which might be a nuisance, annoyance, inconvenience or damage to other Owners and occupants. Without limiting the generality of the foregoing, this covenant shall include excessive noise from domestic animals, from the use of any musical instruments, radio, television, loud speakers, electrical equipment, amplifiers or other equipment, machines or vehicles, loud voices, excessive amounts of light, vibration, or unpleasant odors. No clothes, sheets, blankets, rugs, laundry or other things shall be hung out or exposed, or so as to be visible from any street or any part of the Common Areas or from neighboring properties. No domestic animals raised for commercial purposes and no farm animals or fowl shall be kept or permitted on any Lot. The Board of Directors' determination as to what is a nuisance shall be conclusive. (See Declaration 4.4. and 4.5.)

9. **ANIMALS.** Declaration 4.4 details conditions and restrictions concerning animals of any kind. No more than three (3) animals may be kept in a Residence Unit. The Board does have the right to adopt a regulation to restrict the number of pets, as it may deem necessary.
- a. Dogs, when taken outdoors, shall be properly restrained at all times on a leash and while attended by its Owner. Homeowners may report any dog off a leash, running at large in Meadowlark, to the Hendricks County Animal Control.
  - b. Each owner is responsible for removing excrement left by that Owner's pet on its own Lot, or on any other Lot, or in any Common areas so as not to create a nuisance. If waste is not removed from an Owner's lot, the mowing service may not mow the Owner's lawn until such waste is cleared.
  - c. Owners with dogs in fenced areas on their Lot must keep the fenced in area clear of animal waste so as not to create a nuisance.
  - d. Disregard of these rules will be considered a violation of the Covenants and Owner will be contacted to rectify the violation as stated in Declaration 3.1.g. and Appendix C.

10. **VEHICLE PARKING.**

- a. **Recreational Vehicles.** No camper, motor home, travel trailer, boat or recreational vehicles (RV) of any kind may be stored or parked on any street or on any Lot in open public view for more than twenty-four (24) hours, and only for the purpose of loading or unloading personal items in or out of the unit. Parking for more than twenty-four (24) hours is against a Town of Plainfield Ordinance.
- b. **Commercial Vehicles: Trucks and Trailers.**
  - (1) No commercial vehicles over three-quarter (3/4) ton shall be stored or parked in the subdivision except inside a garage.
  - (2) No commercial trailers of any size may be stored or parked on any street or on any Lot in open public view for more than twenty-four (24) hours except inside a garage.
- c. **Homeowner Vehicles.** Persons residing or staying in a Residence Unit, whether homeowner, homeowner's family or tenant, shall park their vehicles in the homeowner's garage or driveway. Daily parking on the streets applies to emergencies, service workmen, short-term visitors, or special occasions.

- d. Car Repair and Disabled Vehicles. No vehicles of any kind may be put up on blocks or jacks to accommodate car repair on a Lot unless such repairs are done in the garage. Disabled vehicles shall not be allowed to remain in open public view.
- e. Sidewalks. No vehicle of any kind may be parked so as to block access to the community sidewalks or mailboxes. This is illegal and against a Town of Plainfield Ordinance. (See Declaration 4.8.)

11. **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/Residence Unit which identify, advertise or in any way describe the existence or conduct of a home business. (See Declaration 4.6.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. The Homeowner is responsible for cutting the grass around a For Sale sign or to remove it on lawn mowing day for the community's lawn mowing service to mow. (See Declaration 4.6.b.)
- c. Other. (See Declaration 4.6.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.

12. **MAILBOXES.** All mailboxes and replacement mailboxes shall be uniform with the standard size in the community and shall conform to the standards set forth by the Architectural Review Committee. The placement of mailboxes must follow the guidelines of the U.S. Postal Service. Homeowners are responsible for the maintenance and replacement of damaged, rusted, or worn mailboxes and posts. Disregard of these rules will be considered a violation of the Covenants and homeowner will be contacted to rectify the violation as stated in Declaration 3.1.g. and Appendix C. See [Resolution](#) at end of this document.

13. **GARBAGE AND REFUSE DISPOSAL.** Trash refuse disposal will be on an individual basis, Lot by Lot. The community shall not contain dumpsters or other forms of general or common trash accumulation. Rubbish, garbage and other waste, including yard waste, shall be kept clean and shall not be stored on any Lot in open public view or stored on the Common Areas. No rubbish, garbage or other waste shall be allowed to accumulate on any Lot, and should not be set out for collection more than twenty-four (24) hours prior to the scheduled pickup. No homeowner or occupant of a Lot shall burn or bury any garbage or refuse.



14. **STORAGE TANKS.** No gas, oil or other storage tanks shall be installed on any Lot.
15. **WATER SUPPLY AND SEWAGE SYSTEMS.** No private or semi-private water supply or sewage disposal system may be located upon any Lot. No septic tank, absorption field or other method of sewage disposal shall be located or constructed on any Lot.
16. **DITCHES AND SWALES.** All Owners shall keep unobstructed and in good maintenance and repair all open storm water drainage ditches and swales which may be located on respective Lots. <sup>8/23/16 r06/26/19</sup>
17. **GARAGE, DRIVEWAY AND PARKING SPACE.** Each Residence Unit includes at least a two (2) car attached garage and said garage has a hard surface driveway large enough to provide for two (2) off-street parking spaces for said Residence Unit. Owners shall follow the parking guidelines in Declaration 4.8. and [Plat Covenants #10.c.](#)
18. **ANTENNA AND SATELLITE DISHES.** No outside antennas or satellite dishes shall be permitted except those approved as to size, design and location by the Architectural Review Committee and shall be placed at least ten (10) feet from the front edge of the roof of the Residence Unit. If a second satellite dish is needed, approval is required from the Architectural Review Committee. Any unused satellite dish must be removed. (See Declaration 6.2.c.)
19. **AWNINGS.** No metal, fiberglass, canvas or similar type material awnings or patio covers shall be permitted in the subdivision, except those retractable canvas awnings located on the rear of a Residence Unit, and approved as to size, design, and location by the Architectural Review Committee. (See Declaration 6.2.c.)
20. **FENCING.** No fence/invisible fence shall be erected on or along any Lot line, or on any Lot without written approval of the Architectural Review Committee. Maintenance of fences is the responsibility of the homeowner, who must mow and maintain the inner lawn, trim along the fence both inside and out, keep the appearance of the fence in good condition (such as painting, staining), and remove any animal waste from within the enclosure in a timely manner. Lack of adherence to any of these conditions is considered a Covenant violation and the homeowner will be contacted to rectify the violation as stated in Declaration 3.1.g. and Appendix C. See [Resolution](#) at end of this document.
21. **SWIMMING POOLS, BASKETBALL GOALS, SPORT COURTS.** No swimming pools either above ground or below, shall be permitted in the subdivision. No permanent or portable basketball goals or hard surfaced sports courts of any kind shall be permitted on any Lot. (See Declaration 6.2.f.)
22. **SOLAR PANELS.** No solar panels shall be permitted on roofs of any structures in the subdivision. If use of solar panels should be approved by the Architectural Review Committee in any other location on any Lot, any such panels shall be enclosed within fenced areas and shall be concealed from the view of neighboring Lots, Common Areas and streets. (See Declaration 6.2.f.)
23. **OUTSIDE LIGHTING.** All outside lighting contained in or with respect to the subdivision shall be of an ornamental nature compatible with the architecture of the project and shall provide for projection of light so as not to create a glare, distraction or nuisance to the property owners in the vicinity of or adjacent to the subdivision. Lighting fixture(s) located

on the front of each Residence Unit's garage are on dusk-to-dawn timers. This lighting is in lieu of streetlights and is a factor in maintaining neighborhood security. Homeowners may not remove the garage light fixtures, and may not modify the dusk-to-dawn feature of these light fixtures. Any homeowner wishing to change the actual light fixture must first submit an Architectural Requested Change form and receive approval. Lack of adherence to these conditions is considered a Covenant violation and the homeowner will be contacted to rectify it, as stated in Declaration 3.1.g. and Appendix C.

24. **LAKES/PONDS**

- a. **Docks.** There shall be no docks, decks, piers or floats adjacent to or on the lakes or ponds and no boating, swimming or ice skating will be permitted. (See Declaration 4.10.)
- b. **Fishing.** With respect to fishing, (i) no fishing is allowed by persons who are not Owners in Meadowlark, or are not family, guests, or tenants of these Owners; (ii) fishing may be permitted from Common Areas by Owners and their guests; (iii) no Owner or other person may trespass on the property of another in order to fish, and no person may fish from a public right of way, such as a street (example, Raceway Road). (See Declaration 4.10.)
- c. **Materials From/Into Ponds.** No person shall (i) draw water or other materials from the lakes or other water retention ponds, or (ii) add water (except for storm water drainage approved by the Association) or other materials such as yard waste, whether by dumping or otherwise, to the lakes and other water retention ponds, without the prior approval of the Board of Directors of the Association as to quality and quantity of materials.

25. **SITE OBSTRUCTION.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and nine (9) feet above the street shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting points twenty-five (25) feet from the intersection of the street lines extended. The same sight line limitations shall apply to any Lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

26. **LANDSCAPING.**

- a. **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, shrubs, mulch, edging, decorative low planting area walls, 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.
- b. **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.
- c. **New.** Any new landscaping to be placed outside the six (6) feet from home's foundation defined in [Paragraph a. Exceptions](#) above, requires approval from the Architectural



Review Committee *prior* to the installation. This includes, but is not limited to, new full-size trees, shrubs and bushes; the relocation of an existing tree; and new landscaping statues/ornamental items. Along with the Architectural 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 the owner's home, property lines, and easements.

**d. Landscaping Violations.**

- (i) Any new landscaping (other than that defined in [Paragraph a. Exceptions](#)) that is installed without approval from the Architectural Review Committee is a violation of the Covenants, and the homeowner will be asked to submit the Architectural Requested Change form, a plot drawing, and related materials for review and approval, even though after-the-fact. If the Board determines that the landscaping change does not comply with the Meadowlark Covenants, the homeowner can be asked to remove it at his or her own expense.
- (ii) Dead plant material, weeds, dead trees or shrubs are considered a violation of the Covenants, regardless of their location, and the homeowner will be notified to rectify the violation.

See Declaration 6.2 which further defines changes that may/may not be made, exceptions, replacements, what is not allowed, the process, and approval/disapproval of requests presented to the Architectural Review Committee. Also see Declaration 6.2.d. which defines the rights of the Board to see that violations are rectified.

**27. EXTERIOR CHANGES.**

**a. Replacements.** These do not require approval from the Architectural Review Committee:

- (i) 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;
- (ii) 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;
- (iii) replacement of existing satellite dish so long as it is located at least ten (10) ft. from the front of the home. Any unused satellite dish must be removed. If a second satellite dish is needed, you must have approval from the Architectural Review Committee.

**b. New.** Any new exterior installation requires approval from the Architectural Review Committee *prior* to the installation; 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 Architectural Requested Change form, a plot drawing showing the placement of all new exterior installations must be submitted, to show the relationship to the owner's home, property lines, and easements.

**c. Exterior Violations.**

- (i) Any new exterior installation performed without approval from the Architectural Review Committee is considered a violation of the Covenants, and the homeowner will be asked to submit the Architectural Requested Change form, a plot drawing, and related materials for review and approval, even though after-the-fact. If the Board determines that the exterior change does not comply with the Meadowlark Covenants, the homeowner can be asked to remove it at his expense.
- (ii) Faded shutters, doors, fences, peeling paint, and cracked cement are considered a violation of the Covenants and the homeowner will be notified to rectify the violation.

See Declaration 6.2 which further defines changes that may/may not be made, exceptions, replacements, what is not allowed, the process, and approval/disapproval of requests presented to the Architectural Review Committee. Also see Declaration 6.2.d. which defines the rights of the Board to see that violations are rectified.

**28. VIOLATIONS.**

- a. Grounds for Action. Violation or threatened violation of these Plat Restrictions shall be grounds for any action by the Association or any person or entity having any right, title or interest in the Real Estate and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants or restrictions. Available relief in any such action shall include recovery of damages for such violation, injunctive relief against any such violation or threatened violation, declaratory relief and the recovery of costs and reasonable attorneys' fees incurred by any party successfully enforcing the Declaration and Plat Restrictions; provided, however, that the Association shall not be liable for damages of any kind to any person for failing to enforce the Declaration and Plat Restrictions. (See these Sections in the Declaration regarding the policy for violations and liens: 3.1.g., Appendix C, 7.4, and 7.5.)
- b. Suspension of Rights. The Association, for an Owner with an unresolved violation, has the right to suspend said Owner's right to vote in the Association and to suspend such Owner's family, guests, and tenants the use of any recreational facilities located in the Common Areas.

29. **THE TOWN OF PLAINFIELD.** The Town of Plainfield, its successors and assigns shall have no right, power or authority to enforce any covenants, restrictions or other limitations contained herein other than those covenants, restrictions or limitations that expressly run in favor of the Town of Plainfield; provided, that nothing herein shall be construed to prevent the Town of Plainfield from enforcing any provision of any applicable zoning ordinance,

subdivision control ordinances, any conditions attached to approval of the Plat by the Town of Plainfield or any other ordinance of the Town of Plainfield.

30. **AMENDMENT.**

a. **By Owners.** These covenants and restrictions may be amended at any time by the then Owners of Residence Units located on the Real Estate who are "in good standing" (defined in By-Laws 1.3.c.), at a meeting with a Quorum represented (25% of all Voting Members, defined in By-Laws 2.10), and requires at least a majority affirmative vote of the Voting Members represented, present and by proxy, to pass the amendment (see Article XI in the Declaration).

b. **By Board.** Notwithstanding the above, the Association hereby reserves the right to make any amendments to the Plat Restrictions, without the approval of any other person or entity, for any purpose reasonably deemed necessary or appropriate by the Association, including without limitation: (i) to bring the Association or the Plat Restrictions into compliance with the requirement of any statute, ordinance, regulation or order of any public agency having jurisdiction thereof; (ii) to conform with zoning covenants and conditions; (iii) to comply with the requirement 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 (iv) to correct clerical or typographical errors in the Plat Restrictions or any amendment or supplement hereto; provided that in no event shall the Association be entitled to make any such amendment which has a material adverse effect on the rights of any Owner, or which substantially impairs the rights granted by the Plat Restrictions to any Owner or substantially increases the obligations imposed by the Plat Restrictions on any Owner. (See By-Laws 6.6.)

31. **TERM.** The foregoing Plat Restrictions, as the same may be amended from time to time, shall run with the land and shall be binding upon all persons or entities from time to time having any right, title or interest in the Real Estate and on all persons or entities 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 1.3.d.) of all Owners "in good standing" (see By-Laws 1.3.c.) at a meeting at any time thereafter with a "Quorum" (see By-Laws 2.10) represented, provided, however, that no termination or modification of the Declaration or Plat Restrictions shall affect any Easement hereby created and reserved unless all persons entitled to the beneficial use of such Easement shall consent thereto. (See By-Laws 6.6. regarding Amendments.)

32. **SEVERABILITY.** Invalidation of any of the foregoing covenants or restrictions by judgment or court order shall in no way affect any of the other covenants and restrictions, which shall remain in full force and effect. (See Declaration 13.4.)

## EXHIBIT A

### LAND DESCRIPTION

Part of the East Half of the Northeast Quarter of Section 17, Township 15 North, Range 2 East of the Second principal Meridian, Washington Township, Hendricks County, Indiana, described as follows:

Considering the East line of said Northeast Quarter as bearing South 00 degrees 02 minutes 46 seconds West with all bearings contained herein being relative thereto.

Commencing at a brass plug found at the Northeast corner of said Northeast Quarter; thence South 00 degrees 02 minutes 46 seconds West along the East line of said Northeast Quarter 1179.67 feet to a railroad spike found at the southeast corner of Minor Plot Number 790 as per plat thereof recorded in Plat Cabinet 1, Slide 175, Page 2 in the Office of the Recorder of said county, said point being the POINT OF BEGINNING; thence continue South 00 degrees 02 minutes 46 seconds West along said East line 871.54 feet to a 1-3/8 inch brass plug set; thence North 89 degrees 57 minutes 14 seconds West 260.00 feet to a 5/8 Inch rebar with cap stamped "BANNING ENG LS29800001" set (herein referred to as "rebar set"); thence North 00 degrees 02 minutes 46 seconds East 128.68 feet to a rebar set; thence North 89 degrees 57 minutes 14 seconds West 196.00 feet to a rebar set; thence North 79 degrees 37 minutes 18 seconds West 141.13 feet to a rebar set; thence North 63 degrees 47 minutes 31 seconds West 145.12 feet to a rebar set; thence North 14 degrees 31 minutes 02 seconds West 147.62 feet to a rebar set; thence North 36 degrees 52 minutes 23 seconds West 257.46 feet to a rebar set; thence North 54 degrees 24 minutes 40 seconds East 242.84 feet to a rebar set; thence North 58 degrees 24 minutes 03 seconds East 47.91 feet to a rebar set; thence North 68 degrees 59 minutes 31 seconds East 47.35 feet to a rebar set; thence North 75 degrees 18 minutes 27 seconds East 48.55 feet to a rebar set; thence South 71 degrees 16 minutes 14 seconds East 46.04 feet to a rebar set; thence South 71 degrees 41 minutes 36 seconds East 46.04 feet to a rebar set; thence North 24 degrees 37 minutes 42 seconds East 165.95 feet to a rebar set and the beginning of a non-tangent curve to the right having a radius of 375.00 feet, a central angle of 01 degree 33 minutes 03 seconds, and a radial line passing through said point which bears North 24 degrees 37 minutes 42 seconds East; thence easterly along the arc of said curve 10.15 feet to a rebar set; thence North 26 degrees 10 minutes 45 seconds East 152.48 feet to a rebar set on the south line of said Minor Plat Number 790; thence South 62 degrees 44 minutes 56 seconds East along said south line 340.32 feet to a rebar set; thence South 89 degrees 57 minutes 14 seconds East along said south line 50.00 feet to the POINT OF BEGINNING, containing 13.766 acres, more or less, and subject to all legal highways, rights-of-way and easements of record.

IN WITNESS WHEREOF, the undersigned Board of Directors of the Meadowlark Homeowners Association, Inc., have hereunto caused these amended and restated Plat Covenants of Meadowlark Homeowners Association, Inc. to be adopted and do hereby attest that every prerequisite to their approval as met prior to executing this amendment this 23<sup>rd</sup> 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 [Signature]  
Notary Public

My County of Residence: Hancock [Signature]  
Printed Signature

**RETURN A COPY TO:**

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

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: [Signature]  
Jeffrey M. Bellamy, Esq.

MEADOWLARK HOMEOWNERS ASSOCIATION, INC.

Board of Directors  
Requirements for Mailboxes and Fences

**Duly Passed on June 26, 2019**  
**Amended 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 Mailboxes and Fences. This resolution to become part of the Plat Covenants & Restrictions document of the Meadowlark By-Laws and Covenants.

**Mailboxes. Plat Covenants Item 12. - Mailboxes.**

Now therefore be it resolved:

- That the size and installation requirements are set by the U.S. Postal Service. The standard size of curbside mailboxes in Meadowlark Lakes & Villas must be a T2: 20.25" L x 8.5" W x 10.7" H.
- That the Box itself must be black.
- That the mailbox numbers must be Vinyl, color Sand (off-white), 2 ¾" to 3" in size, and the font must be Caxton. The numbers are available from Otto's Streetscape and also online. See the Documents Page on the Meadowlark web site for information on how to order from either.
- That the mailbox post must be wood, 4" x 4" in size and the design must match the others in Meadowlark. The vertical arm must be positioned 6-8 inches from the curb, and the post must be 39" to 45" high, measured from the lawn to the bottom of the installed mailbox
- That there may be slight variances upon installation, so that the new installation meets the same height and positioning as existing mailboxes in Meadowlark.
- That the paint color to use on the post is the Sherwin Williams formula shown below, (originally called Sage Brush); also available from Pittsburg Paint.
- That oversized mailboxes are not allowed and must be replaced with the standard size.
- That a replacement post must match the original design of the post.
- Sherwin Williams Paint formula (updated November 10, 2022):

The original color for mailbox posts was Sage Brush by Sherwin Williams. They no longer make a color called Sage Brush. Take the formula below to the paint store and they can mix the correct color.



|   |     |    |                     |     |
|---|-----|----|---------------------|-----|
| Base: DEEP  |     |    |                     |     |
| Exterior Woodscapes Latex Flat  |     | Or | Exterior Latex Flat |     |
| One Gallon  |     |    |                     |     |
| (We recommend the Exterior Latex Flat as the Woodscapes is a stain and more expensive.) |     |    |                     |     |
| Blend-a-Color Formula   |     |    |                     |     |
| Colorant-----   | OZ. | 32 | 64                  | 128 |
| W1 White  | -   | 16 | -                   | 1   |
| B1 Black  | -   | 47 | 1                   | -   |
| R2 Maroon   | -   | 8  | -                   | 1   |
| Y3 Deep Gold  | -   | 55 | 1                   | -   |

**WHEREAS** the Board of Directors of the Meadowlark Homeowners Association desires to amend the June 26, 2019 resolution as of November 10, 2022 to define requirements for a locking mailbox. This amended resolution to become part of the Plat Covenants & Restrictions document of the Meadowlark By-Laws and Covenants.

Now therefore be it resolved:

- That with mail theft an issue in Meadowlark, the Board approves a locking mailbox produced by Gibraltar, model number MLM16KB1. This locking mailbox looks like the existing Standard T2 mailboxes in that the locking mechanism is not visible from the outside of the mailbox.
- That this locking mailbox can be purchased from any hardware store such as Menards, Home Depot, Lowe’s, Ace and also on Amazon.
- That the Size is the only exception as it is a T3.
- That the Box itself must be black.
- That the mailbox numbers must be Vinyl, color Sand (off-white), 2 ¾" to 3" in size, and the font must be Caxton. The numbers are available from Otto’s Streetscape and also online. See the Documents Page on the Meadowlark web site for information on how to order from either.
- That the paint color to use on the post is the Sherwin Williams formula shown above, (originally called Sage Brush); also available from Pittsburg Paint.
- That all box and post installation requirements that apply to the T2 also apply to the T3 locking mailbox.

**Fences. Plat Covenants item 20. – Fences.** Amended November 10, 2022.

Now therefore be it resolved:

- That a divider privacy fence between Paired Patio or Villa homes shall be no more than 6' in height.
- That backyard fencing is usually 4' to 5' high.
- That fencing erected to enclose a backyard that borders directly on Pond and Common Areas cannot exceed 4' tall.
- That furthermore, a fence cannot impede a neighbor's view of the Ponds or Common Areas. Owner must obtain written approval from either

neighbor that the fence to be erected does not obstruct their view of the Pond or Common Areas.

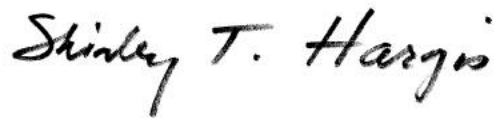
- All of the above are taken into consideration when reviewed by the Architectural Review Committee (“ARC”) to determine the allowable height when a fence request is reviewed.
- That acceptable materials are wood, vinyl, wrought iron, or powder-coated aluminum/metal (wrought iron look-alike).
- That chain-link and chicken-wire fencing are not allowed.
- That invisible fences must be submitted to the ARC with the lines clearly marked on the Plot Plan where the fence is to be installed. The invisible fence must be within the lot lines and cannot encroach on a neighbor's yard or on Common Ground.
- That approval by the ARC is required before installation of any fencing can begin.
- That the homeowner is responsible for:
  - (1) Mowing the grass inside the fenced area in a timely manner.
  - (2) Keeping the area inside the fence free from weeds and debris.
  - (3) The timely cleanup of all animal waste inside the fenced area.
  - (4) Edging of grass along the fence line, both inside and out.
  - (5) The condition and maintenance of the fence; repairing, cleaning, staining.

**RESOLVED THAT**, the Association hereby adopts and/or affirms the Resolution Policy on Mailboxes and Fences signed June 26, 2019 and the amendments to the Resolution on November 10, 2022 concerning locking mailboxes and fencing clarifications. 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: June 26, 2019

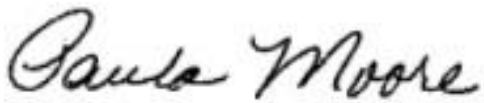


William Jeffrion, President  
Meadowlark HOA Board of Directors

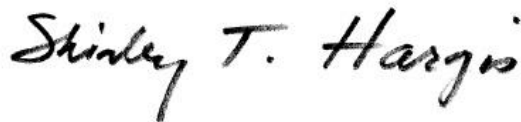


Shirley T. Hargis, Secretary  
Meadowlark HOA Board of Directors

Amended Resolution Signed: November 10, 2022



Paula Moore, President  
Meadowlark HOA Board of Directors



Shirley T. Hargis, Secretary  
Meadowlark HOA Board of Directors

MEADOWLARK HOMEOWNERS ASSOCIATION, INC.  
Board of Directors  
Fencing Requirements for Waste and Recycle Carts  
**Duly Passed on May 9, 2023**

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 specifically define requirements for fencing around Waste and Recycle Carts. This resolution is to become part of the Declaration of Covenants and Plat Covenants & Restrictions documents of the Meadowlark By-Laws and Covenants.

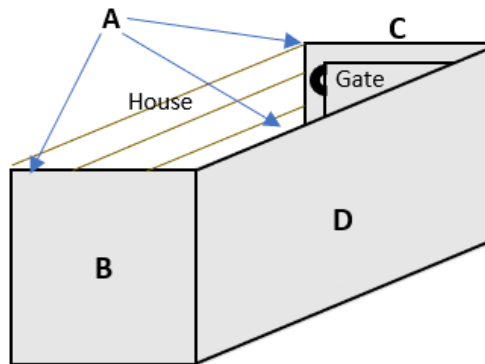
**PLAT COVENANTS. Item 13. GARBAGE AND REFUSE DISPOSAL.**

Rubbish, garbage and other waste, including yard waste, shall be kept clean and shall not be stored on any Lot in open public view or stored on the Common Areas.

Now, therefore, be it resolved:

- Waste and Recycle Carts must be enclosed on all four sides so as to not be visible from any view.
- Fencing to store waste/recycle carts must be non-decorative, vinyl or wood panels. If wood, they must be stained/painted a year after installation and maintained appropriately afterwards.
- All Fence panels must be 6' in height (A).
- The two (2) side Fence panels (B and C) must be 4' to 6' wide. One of these must have a gate (C).
- Fence panel (D) running parallel to house must be 6' to 8' in length.
- All panels must be placed in cement for stability.
- The side panels (B and C) must be affixed to or abutted to the house.

**EXAMPLE:**



**RESOLVED THAT**, the Association hereby adopts and/or affirms the Requirements for fencing around Waste and Recycle Carts. 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: May 9, 2023

*Paula Moore*

Paula Moore, President  
Meadowlark HOA Board of Directors

*Shirley T. Hargis*

Shirley T. Hargis, Secretary  
Meadowlark HOA Board of Directors

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:

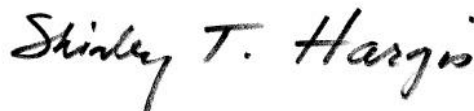
- That any new structure such as a 3-Season room, Sunroom, or Room Addition of any kind must include architectural drawings and all materials to be used when submitted on an Architectural Request for Change form.
- That the roof, windows, doors and siding must match the style and color of the home.
- 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

MEADOWLARK HOMEOWNERS ASSOCIATION, INC.  
Board of Directors  
Resolution Regarding Garage Door Screens

**Duly Passed on July 11, 2023**

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 specifically define our requirements for Garage Door Screens. This resolution to become part of the Declaration of Covenants and the Plat Covenants & Restrictions documents of the Meadowlark By-Laws and Covenants.

**Declaration of Covenants 6.2.c.(ii) – Purposes and Powers of the Architectural Review Committee and the Plat Covenants – Garage Door Screens.**

Now therefore be it resolved:

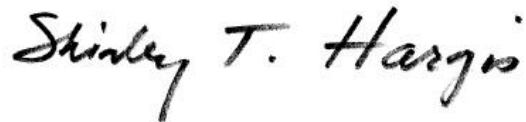
- The Board of Directors declares that any Residence Unit Owner who desires to add a Garage Door Screen must submit an Architectural Request For Change form to the Architectural Review Committee for approval.
- Said Garage Door Screens are only allowed to be visible when the Garage Doors are open.
- When the Garage Doors are closed, the screens must be raised.
- At no time when Garage doors are closed, can any part of the screen be visible to public view.

**RESOLVED THAT**, the Association hereby adopts and/or affirms the Resolution Policy on Garage Door Screens signed July 11, 2023. 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.

Resolution Signed: July 11, 2023



Paula Moore, President  
Meadowlark HOA Board of Directors



Shirley T. Hargis, Secretary  
Meadowlark HOA Board of Directors

MEADOWLARK HOMEOWNERS ASSOCIATION, INC.  
Board of Directors  
Resolution Regarding Cooking in Garages

**Duly Passed on July 11, 2023**

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 specifically define our position on residents cooking in their garages. This resolution to become part of the Declaration of Covenants and the Plat Covenants & Restrictions documents of the Meadowlark By-Laws and Covenants.

**Declaration of Covenants 6.2.c.(ii) – Purposes and Powers of the Architectural Review Committee and the Plat Covenants – Cooking in Garages.**

Now therefore be it resolved:

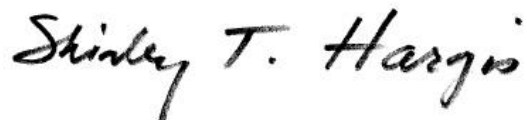
- The Board of Directors prohibits Residence Unit Owners or their family members, guests, or their tenants from cooking in their garages. The primary concern of the Board is the safety and well-being of all Owners in the Meadowlark community and the preservation of all property therein. The Plainfield Fire Department strongly discourages anyone from cooking or grilling in their garages as it is deemed to be unsafe and a fire hazard for these reasons:
  - garages are not built or rated for cooking; they do not have intact ceilings; proper flooring; an electrician-installed dedicated 220 amperage line for stoves/ovens; a dedicated electrician-installed 110 amperage line for refrigerators; exhaust venting; proper insulation; smoke detectors.
  - open flames in a garage can lead to disaster, especially for Paired Patio (duplex) homes; a fire in one garage can easily spread to the adjoining unit as well.
- If a Residence Unit Owner truly desires to cook in his/her garage, he/she may submit an Architectural Request For Change form, but the Board will not consider it unless every requirement listed above plus adherence of any and all laws that apply are proven to be met.
- For Paired Patio homes, the Owner of the Residence Unit seeking to cook in their garage must also provide a signed, written statement from the Owner of the adjoining Residence Unit that they give their approval. Without this approval, the request will automatically be denied.
- The Owner of the Residence unit seeking to cook in their garage is willing for an official inspection of their garage at the request of the Board.
- The Board has the right to deny any such request for any safety concerns that are perceived. The Board's decision is final.

**RESOLVED THAT**, the Association hereby adopts and/or affirms the Resolution Policy on Cooking in Garages signed July 11, 2023. 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.

Resolution Signed: July 11, 2023



Paula Moore, President  
Meadowlark HOA Board of Directors



Shirley T. Hargis, Secretary  
Meadowlark HOA Board of Directors



# Windows

Windows in homes built by Adams & Marshall have a life-time warranty. If any of them do not seal properly, have hardware issues, or condensation build up between panes, etc., the cost of the replacement window is n/c to you. However, you will pay installation charges.

Manufacturers of windows used in Meadowlark homes are Silverline, Jeld-Wen, and United Window & Door. Many are from United Window & Door.

**First**, look for a white stick-on label on the frame of the window that tilts out. It could be on the lower left side, or underneath the top frame of the tiltable window. These numbers identify the maker, size, style, color, etc., and each window may be different.

**Note:** *With time and weather, these labels may become hard, if not impossible to read. We suggest you write down the information from each window label and store it away for future use. Also, measure your windows and keep that on hand, too.*

**Second**, who do you call?

**Westport Homes:** If your home was built by Westport, call them at 317-844-0433 and ask for the Warranty Dept. They will guide you through the process.

**Adams & Marshall Homes:** We previously suggested contacting 84 Lumber in Danville for ordering and installation of windows for Adams & Marshall homes. However, we have learned that they may not be able to help you with your order, especially if you do not have the specific information from the label on your window (maker, size, style, color). We have also learned that many Meadowlark homeowners are using Cooks Glass & Mirror Co., 5703 W. Morris St., who will come out and measure your windows. They will help you place your order with the manufacturer and have the windows shipped to their business location. Cooks will then contact you when they are ready to be installed.

If you know the manufacturer and sizes of your windows, you can always call the manufacturer directly to place the order. Be sure to ask if they will ship to 84 Lumber, Danville, IN. You will then be called by 84 Lumber when they are in. You can arrange for 84 Lumber to install them or use Cooks Glass for the installation.

Cooks Glass & Mirror Co. may be your best option overall. We definitely do suggest you use them for installation. They have installed many windows in Meadowlark and are highly recommended. Installation charges will vary but are about \$75 a window.

## **Numbers:**

|                      |  |
|----------------------|--|
| 84 Lumber (Danville) | 317-745-4484                                       |
| Cooks Glass          | 317-241-9344                                       |
| Jeld-Wen             | 800-535-3936                                       |
| Silverline           | 844-332-8288                                       |
| United Window        | 800-848-4550 (ask for Edell, Warranty Dept., x119) |

**Note:** Elaine Kinhead has information for windows made by United Window and may be of help in determining sizes, etc.

# Shutters, Doors, Trim, Garage Doors

If your shutters, doors, trim or garage doors are faded and showing wear, they should be painted or replaced.

The Board contacted the developer, Adams & Marshall, and learned that after 10 years they no longer keep the paint colors, but these are the names of the colors:

**Shutters, Front Doors:** Green, Beige, Royal Garnet and Bordeaux. Some used Royal Garnet on the front door and Bordeaux on the shutters, but they are both the same color. Black and White are also acceptable.

**Garage Doors, Trim:** Sandstone

**Note:** If you have the original Specifications/Blue Prints from when the home was built the colors used for your home are listed in "Exhibit B" TO REAL ESTATE PURCHASE AGREEMENT SELECTION OF FEATURES & OPTIONS. Check there for your colors.

Here are some suggestions on matching the color:

1. As stated above, if you have the original specifications on the house, the color should be listed there.
2. The shutter paint should match your front door paint color.
3. The backside of the shutter doesn't get the sun and weather like the front and should be close to your original color. You could take it in for a match.
4. To replace the shutter, take an old one with you to use for measurements and design.

The main thing is, the paint must be as close to the original as possible. It cannot be a totally different color. If you want to change to one of the accepted colors, you must submit an **ARC Request for Change Form** for approval by the ARC Committee.

**Note:** Elaine Kinkead has some of the paint colors and may be of help.