

AMENDED AND RESTATED BY-LAWS OF MEADOWLARK HOMEOWNERS ASSOCIATION, INC.

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ARTICLE I

Name, Principal Office, Definitions

Section 1.1. Name. The name of the Corporation shall be Meadowlark Homeowners Association, Inc. (hereinafter sometimes referred to as the "Association").

Section 1.2. Principal Office. The principal office of the Association in the State of Indiana shall be located at such place in the State of Indiana as the Board of Directors shall determine from time to time.

Section 1.3. Definitions. The words used in these By-Laws shall have the same meaning as set forth in that the recorded Declaration of Covenants, Conditions and Restrictions of Meadowlark, a subdivision in Hendricks County, Indiana (said Declaration, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), unless the context shall prohibit such meaning.

- a. **"Owner/Member"** shall mean and refer to an Owner of any Residence Unit (as set forth in Article I, Section 1.9 of the Declaration) of the two-hundred ten (210) homes in Meadowlark. The term "Owner" and "Member" are interchangeable. An Owner remains a Member so long as he or she owns a Residence Unit in Meadowlark.
- b. **"Voting Member"** shall mean and refer to a Residence Unit Owner/Member in good standing, (as defined in [Section 1.3.c.](#)), and these Owners having one (1) vote per Residence Unit.
- c. **"Member in Good Standing"** shall mean and refer to 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"](#).
- d. **"Total Vote"** shall mean and refer to the total number of votes that can be cast by eligible Voting Members (members in [good standing](#)) or their proxies at a specific meeting, such as an Annual Meeting, 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. Example, if all of the two-hundred ten (210) Owners are present or by proxy and are "in good standing", the "Total Vote" would be two-hundred ten (210). If only one-hundred seventy-five (175) of the two-hundred ten (210) Owners present or by proxy are "in good standing", then the "Total Vote" would be one-hundred seventy-five (175).

ARTICLE II

Association: Membership, Meetings, Quorum, Voting, Proxies

Section 2.1. Membership. The Association shall have a single class of membership, the Residence Unit Owner, as more fully set forth in the Declaration, the terms of which pertaining to membership are specifically incorporated herein by reference.

Section 2.2. Place of Meetings. Meetings of the Association shall be held at a suitable place convenient to the Members and/or Voting Members as may be designated by the Board of Directors, either within the subdivision or at a location as convenient thereto as possible and practical.

Section 2.3. Annual Meetings. Annual Meetings shall be of the [Voting Members](#) or their [proxies](#) within one-hundred twenty (120) days after the close of the Association's fiscal year. (See [Section 6.1.](#)) Unless otherwise indicated in these By-Laws, the Annual Meeting shall be held on the second Tuesday of October of each year at a time and place set by the Board of Directors. The failure to hold an annual meeting at a time stated by or fixed in accordance with these By-Laws does not affect the validity of any corporate action or effect any forfeiture or dissolution of the Association. At an Annual Meeting, only "[Voting Members](#)" ([members in good standing](#)) are eligible to vote on items presented.

Section 2.4. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of the Board of Directors or upon a petition signed by a majority of the [Voting Members](#) eligible to vote at that time, stating the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 2.5. Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of the [Voting Members](#) shall be delivered, either personally, by mail, or by E-Mail to each Voting Member entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Voting Member at his address as it appears on the records of the Association, with postage thereon prepaid. If E-Mailed, the notice shall be deemed delivered as of the date the E-Mail was sent.

Section 2.6. Waiver of Notice. Waiver of notice of a meeting of the [Voting Members](#) shall be deemed the equivalent of proper notice. Any Voting Member may, in writing, waive notice of any meeting of the Voting Member, either before or after such meeting. Attendance at a meeting by a Voting Member or proxy shall be deemed a waiver by such Voting Member of notice of the time, date, and place thereof, unless such Voting Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed a waiver of notice of all business transacted thereafter unless objection to the call or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

Section 2.7. Adjournment of Meetings. If any meeting of the Association cannot be held because a [quorum](#) (as set forth in [Section 2.10](#)) is not present, the Voting Members who are present at such meeting, either in person or by their [proxy](#), may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting, or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Voting Members in the manner prescribed for regular [meetings](#) (as defined in [Section 2.5](#)).

Section 2.8. Voting. All votes on matters reserved to Members shall be cast only by [Voting Members](#) (members [in good standing](#)). When a vote is taken, Voting Members shall cast one (1) vote per Residence Unit for or against the proposition subject to the vote, and no votes of a Voting Member may be split. A proposition can be submitted for a vote only if a [quorum](#) (defined in [Section 2.10](#)) is represented, and a proposition hereunder submitted shall be approved if the number of affirmative votes cast for such proposition are equal to or greater than a majority (50% + 1) of the [Total Vote](#) as set forth in [Section 1.3.d.](#) of these By-Laws.

Section 2.9. Proxies. [Voting Members](#) may vote by proxy upon the signing of a Proxy Form which delegates a specific person to vote in their stead, and such Form is presented at the time of the vote. Only one proxy vote per Residence Unit can be made.

Section 2.10. Quorum.

- a. **Quorum for Annual and Special Meetings.** The presence in person or by proxy of the [Voting Members](#) representing twenty-five percent (25%) of the [Total Vote](#) of the Association shall constitute a quorum at all Annual and Special Meetings of the Association. For example, if all of the two-hundred ten (210) Residence Unit [Owners](#) present or with proxies are "Voting Members" [in good standing](#), twenty-five percent (25%) would be a quorum of fifty-three (53). If only one-hundred seventy-five (175) of the two-hundred ten (210) Owners present or with proxies are "in good standing", twenty-five percent (25%) of that number would be a quorum of forty-four (44). The quorum needed will vary, based on the total Voting Members in good standing who are in attendance or by proxy at any given Annual or Special Meeting.
- b. **Quorum for Board Meetings and Committee Meetings.** A majority (50% + 1) of the total number of Directors or the total number of members of a Committee, present or by proxy, represents the quorum required for all such meetings. For example, of the seven (7) Board Members, the required quorum is four (4). Also see [Section 3.8](#).

Section 2.11. Majority. The term "majority" shall mean those votes of the [Voting Members](#) totaling more than fifty percent (50%) of the [Total Vote](#). For example, if all of the two-hundred ten (210) Residence Unit Owners present or by proxy are "Voting Members" [in good standing](#), a majority vote would be one-hundred six (106). If only one-hundred seventy-five (175) of the two-hundred ten (210) Owners present or by proxy are "in good standing", the "Total Vote" would be one-hundred seventy-five (175), and a majority of that number would be eighty-eight (88) votes.

Section 2.12. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a Minutes Book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting. See [Section 4.1.c](#).

Section 2.13. Action Without a Meeting. Any action required by law to be taken at a meeting of the [Voting Members](#), or any action which may be taken at a meeting of the Voting Members, may be taken without a meeting if written consent setting forth the action so taken is signed or via E-Mail by all of the Voting Members entitled to vote with respect to the subject matter thereof, and any such consent shall have the same force and effect as a unanimous vote of the Voting Members.

ARTICLE III

Board of Directors: Number, Powers, Meetings

Section 3.1. Governing Body: Composition. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one (1) vote. The Directors shall be Members [in good standing](#), provided, however, no person and his or her spouse may serve on the Board at the same time. In the case of a Member which is a corporation, partnership or limited liability company, the person designated in writing to the Secretary of the Association as the representative of such entity shall be eligible to serve as a Director.

Section 3.2. Number of Directors. The number of directors on the Board of Directors of the Association shall be seven (7) members, [in good standing](#), and shall be composed of these positions: Officers: President, Vice President, Secretary, Treasurer; and Liaisons for these committees: Architectural Review Committee, Grounds, and Social Committee, as further defined in [Section 4.1](#), who shall serve with the officers and have full voting privileges. The Board of Directors may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors.

Section 3.3. Election and Term of Office. Notwithstanding any other provision contained herein:

- a. **Election.** The President, Secretary and Architectural Review Committee Liaison shall be elected by the "[Voting Members](#)" at the Annual Meeting in even-numbered years. The Vice President, Treasurer, Grounds Liaison and the Social Committee Liaison shall be elected by the "[Voting Members](#)" at the Annual Meeting in odd-numbered years.
- b. **Term Length.** Each Director shall serve a term of two (2) years. Directors may be elected to serve any number of consecutive terms.
- c. **Term End.** A Director's term shall end at the end of the two-year period, or if the Director ceases to be a Residence Unit [Owner](#), or a [Voting Member](#) in [good standing](#). The Board of Directors may elect a Director to serve out the remainder of the Board Member's current elected term.

Section 3.4. Removal of Directors and Vacancies.

- a. **Removal.** Any Director may be removed, with or without cause, by a majority vote of the Board of Directors whenever in its judgment the best interest of the Association will be served thereby. Any Director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a Director, a successor shall then and there be elected by the Board, to fill the vacancy for the remainder of the term of such Director.
- b. **Unexcused Absences.** Any Director who has three (3) consecutive unexcused absences from Board meetings or who is not in good standing (is delinquent in the payment of any assessment or other charges due the Association of more than six (6) months) may be removed by a majority of the Directors present at a regular or special meeting at which a quorum of the Board is present, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term.
- c. **Vacancy.** In the event of the death, disability, or resignation of a Director, a vacancy may be declared by the Board, and it may appoint a successor. Any Director appointed by the Board shall be selected from Members [in good standing](#) and shall serve for the remainder of the term of such Director who is no longer serving.

Section 3.5. Member Meetings.

- a. **Annual.** Annual Meetings of the Members, as defined in [Section 2.3](#), shall be conducted by the President and Board of Directors, and unless otherwise indicated, shall be held on the second Tuesday of October of each year, at a time and place set by the Board of Directors.
- b. **Special.** Special Meetings, as defined in [Section 2.4](#), shall be conducted by the President and Board of Directors at the time and place set by the Board. No business shall be transacted at a special meeting except as stated in the notice of the Special Meeting.

Section 3.6. Board Meetings.

- a. **Regular.** Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority vote of the Directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the time and place of the meeting shall be communicated to Directors not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any Director who has signed a waiver of notice or a written consent to holding of the meeting.
- b. **Special.** Special meetings of the Board of Directors shall be held when called by written notice signed by the President of the Association or by any three (3) Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by one of the following methods:
 - (i) by personal delivery;

- (ii) written notice by first class mail, postage prepaid;
- (iii) by telephone communication, either directly or to the Director or to a person at the Director's office or home who would reasonably be expected to communicate such notice promptly to the Director; or
- (iv) by E-Mail transaction on the Internet.

All such notices shall be given at the Director's telephone number or sent to the Director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, or E-Mail shall be delivered, telephoned, or E-Mailed at least seventy-two (72) hours before the time set for the meeting.

Section 3.7. Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if:

- a. a [quorum](#) is present, and
- b. either before or after the meeting each of the Directors not present signs a written waiver of notice, a consent need not specify the purpose of the meeting.

Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 3.8. Quorum of Board of Directors. At all meetings of the Board of Directors, the Directors representing a [majority](#) of the total Directors, or four (4) of the seven (7) members, shall constitute the required quorum for the transaction of business. (Also see [Section 2.10.b.](#)) If any meeting of the Board cannot be held because a quorum is not present, the Directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 3.9. Compensation. No Director shall receive any compensation from the Association for acting as such unless approved by [Voting Members](#) representing a majority of the [Total Vote](#) of the Association at a regular or special meeting of the Association; provided any Director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other Directors.

Section 3.10. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a Minutes Book of meetings of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings. See [Section 4.1](#) and [Section 6.4](#).

Section 3.11. Action Without a Formal Meeting. Any action to be taken at a meeting of the Directors or any action that may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors, and such consent shall have the same force and effect as a unanimous vote.

Section 3.12. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do or cause to be done all acts and things as are not by the Declaration, Articles, or these By-Laws directed to be done and exercised exclusively by the Voting Members or the membership generally.

- a. **Agent Contact.** The Board of Directors shall delegate to one of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the managing agent or manager, if any, defined in [Section 3.13](#), which might arise between meetings of the Board of Directors. This contact will be the President unless another Officer or Director is designated by the Board.
- b. **Establish Policies.** In addition to the duties imposed by these By-Laws, by the Declaration, or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to establish policies relating to, and shall be responsible for performing or causing to be performed, the following, by way of explanation, but not limitation:
 - (i) preparation and adoption, in accordance with the Declaration, of annual budgets in which there shall be established the contribution by each Owner to the Common Expenses;
 - (ii) making assessments to defray the Common Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment; provided, unless otherwise determined by the Board of Directors, the annual assessment for each Residence Unit Owner's proportionate share of the Common Expenses shall be payable in semi-annual payments, due and payable in advance of January 1st and due and payable in advance of July 1st of each year;
 - (iii) providing for the operation, care, upkeep, and maintenance of all of the Areas of Common Responsibility;
 - (iv) designating, hiring, and dismissing the personnel necessary for the operation of the Association and the maintenance, operation, repair, and replacement of its property and the Areas of Common Responsibility, and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;
 - (v) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to operate the Association; provided any reserve fund may be deposited, in the directors' best business judgment, in depositories other than banks;
 - (vi) making and amending rules and regulations;
 - (vii) opening of bank accounts on behalf of the Association and designating the signatories required;

- (viii) making or contracting for the making of repairs, additions, and improvements to or alterations of the Areas of Common Responsibility in accordance with the other provisions of the Declaration and these By-Laws after damage or destruction by fire or other casualty;
- (ix) enforcing by legal means the provisions of the Declaration, these By-Laws, and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Members concerning the Association;
- (x) obtaining and carrying insurance including a directors and officers policy against casualties and liabilities, as provided in the Declaration, and paying the premium costs thereof;
- (xi) paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Members;
- (xii) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;
- (xiii) making available to any prospective purchaser of a Residence Unit, any Owner of a Residence Unit, any first Mortgagee, and the holders, insurers, and guarantors of a first mortgage on any Residence Unit, current copies of the Declaration, the Articles of Incorporation, the By-Laws, rules governing the Residence Unit and Lot and all other books, records, and financial statements of the Association; and
- (xiv) permitting utility suppliers to use portions of the Common Areas reasonably necessary to the ongoing development or operation of the Property.

Section 3.13. Management. The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or manager, subject to the Board's approval and supervision, some or all of the powers set forth in [Section 3.12](#), granted to the board of Directors by these By-Laws.

Section 3.14. Borrowing. The Board of Directors shall have the power to borrow money for the purpose of maintenance, repair, or restoration of the Areas of Common Responsibility. The Board shall also have the power to borrow money for other purposes; provided, the Board shall obtain approval in the same manner provided in Declaration Article VII, Section 7.3 for Special Assessments in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities and the total amount of such borrowing exceeds or would exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year.

Section 3.15. Rights of the Association. With respect to the Areas of Common Responsibility and in accordance with the Articles of Incorporation and the Declaration, the Association shall have the right to contract with any person for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into

common management, operational, or other agreements with trusts, condominiums, cooperatives, or neighborhood and other owners' or residents' associations, both within and without the Property. Such agreements shall require the vote or written consent, or any combination thereof, of the Directors, representing a majority of the [Total Vote](#) of the Board.

Section 3.16. Enforcement of Covenant Violations.

- a. **Process.** The process thus stated does not apply to delinquent assessments, which are covered in [Section 3.17](#). This section applies to violations of the Declaration, these By-Laws, Plat Covenants and Restrictions, or any rules and regulations duly adopted hereunder. Upon such covenant violation by any Owner or Occupant, the Board or its Management Company shall have these powers:
- (i) shall notify the Owner and Occupant in writing, stating the covenant violation to be corrected, the provision that was violated, and that the Owner has ten (10) days to correct said violation or to contact the Management Company, in writing, to request a meeting to discuss the resolution of the violation; and
 - (ii) if Owner fails to correct the covenant violation, fails to request a meeting by the stated time, or requests a meeting but fails to show up for said meeting, a second contact may be made, allowing the Owner another ten (10) days to correct the violation, pursuant to Declaration Section 3.1.g. and Declaration Appendix C; and
 - (iii) if Owner or Occupant of said covenant violation fails to cure the violation within the stated time, the Board shall have the power:
 - (a) to cause the Association to correct the covenant violation at its own cost and expense or to seek legal counsel. All costs and expenses to correct the violation shall constitute a continuing lien upon the Residence Unit of the Owner or Occupant who has failed to resolve identified violation;
 - (b) to suspend an Owner's right to vote in the Association;
 - (c) to suspend an Owner's right (and the right of such Owner's family, guests, and tenants) to use any recreational facilities located in the Common Areas.

The Board shall have the power to impose all or any combination of these sanctions. An Owner shall be subject to the foregoing sanctions in the event of such a violation by such Owner, his family, guests, or tenants. Any such suspension of rights may be for the duration of the infractions and/or any additional period thereafter.

- b. **Enforcement Action.** Notwithstanding [Section 3.16.a.](#) above, and following the procedure stated in the Violation of Covenants Policy in Appendix C of the Declaration, a violation or threatened violation of any of the covenants and restrictions contained in the Declaration and the provisions contained in the Articles of Incorporation and these By-Laws, or any rules and regulations adopted hereunder shall be grounds for an action at law or equity instituted by the Association, acting through its Board of Directors, against any person violating or threatening to violate

any such covenant, restriction, rule or regulation. Available relief in any such actions shall include the recovery of damages; injunctive relief, either to restrain the violation or threatened violation or to compel compliance with the covenants, restrictions, rules, and regulations; declaratory relief; the enforcement of any lien created by the covenants, restrictions, rules, or regulations, and the recovery of costs and attorneys' fees incurred by any party successfully enforcing such covenants, restrictions, rules, or regulations. Failure by the Association to enforce any covenant, restriction, rule, or regulation shall in no event be deemed a waiver of the right to do so thereafter; provided however, that no action shall be brought against the Association for failing to enforce or carry out any such covenants, restrictions, rules, or regulations.

Section 3.17. Enforcement of Assessment Collection.

- a. **Process.** If an Owner fails to pay his Assessment, (due annually and payable in two (2) semi-annual payments on January 1st and July 1st), an attempt shall be made by the Association's Management Company, as stated in the Assessment Delinquency Collection Policy in Appendix A of the Declaration, 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.
- b. **Enforcement Action.** If collection of the assessment is not resolved to the satisfaction of the Board, a lien for such assessment may be foreclosed by the Board of Directors, as defined in Declaration Sections 7.4 and 7.5.

ARTICLE IV

Duties of Officers and Liaisons

Section 4.1. Duties. The officers and liaisons of the Board of Directors of the Association shall each have such powers and duties as generally pertain to their respective positions, as well as such powers and duties as may from time to time specifically be conferred or imposed by the Board of Directors.

a. **The President:**

- (i) shall be the chief executive officer of the Association, shall lead the Board meetings and the Annual meetings, and shall take the lead in all proceedings with the Management Company;
- (ii) will serve in this office exclusively, and hold no other office or position on a committee;
- (iii) all correspondence issued by the Board should come from the President or Secretary, unless otherwise designated;
- (iv) both the President and the Secretary shall sign minutes from Association and Board meetings, to indicate that the minutes are correct and have been approved;

- (v) has the authority to approve up to five-hundred dollars (\$500) in materials or services for the Association, without Board approval.
- b. **The Vice President** shall perform the duties of the President when the President is unable to perform such duties, and assist the President with various projects, as assigned.
- c. **The Secretary:**
 - (i) shall have the care and custody of the corporate records, shall attend all meetings of the Association and the Board and shall keep, or cause to be kept in a Minutes Book provided for such purpose, a true and complete record of all business conducted at the proceedings of such meetings when required. These minutes shall include an agenda for each meeting, and shall be provided to all Board Members and the Management Company no later than a week prior to the next scheduled meeting. At such meeting, the minutes will be read and voted on. Both the Secretary and President shall sign minutes from Association and Board meetings, to indicate that the minutes are correct and have been approved.
 - (ii) unless otherwise indicated, shall call and secure the location of the Association's Meetings;
 - (iii) shall work with the Management Company in the preparation and shall also attend to the serving of all notices of the Association, and shall work with the Management Company in the preparation of all documents that the Management Company sends out under the name of the Meadowlark Homeowners Association;
 - (iv) shall receive copies of all correspondence from Board members and shall maintain them in a Correspondence file; and
 - (v) shall receive copies of all contractual documents, including quotes.
- d. **The Treasurer** shall have the primary responsibility of working with the Management Company for the care and investment of the Association's funds and for the preparation of the budget presented at the Annual Meeting, under the direction of the Board, and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both. Monthly, the Management Company is to submit financial reports to the Board of Directors of the financial activity for the prior month. These are reviewed by the Treasurer and presented to the Board at the next meeting, or, if the Board is between meetings, the Management Company will provide these monthly reports to the Board via E-Mail. The Treasurer shall request copies of any invoice he or she feels is questionable, and besides the President, has the authority to contact the Management Company for any financial information. The Treasurer shall also present the Treasurer's report at the Association's Annual meetings.
- e. **The Architectural Review Committee Liaison** shall be responsible for guiding this committee in the review and approval of all requests by Residence Unit Owners to make changes to their properties, as defined in Section 6.2 of the Declaration.

The Liaison shall work with the Management Company on the coordination of such requests, and shall be responsible for maintaining a historical record of all requests. The Liaison shall present a written report at scheduled Board meetings, of the committee activity since the last meeting. The Liaison shall bring to the Board any questions that cannot be resolved by this Committee, and shall also review appeals with the Board for resolution.

- f. **The Grounds Liaison** shall be the lead in identifying and prioritizing items pertaining to the appearance, maintenance, or safety of our neighborhood, and shall monitor and oversee the maintenance of Meadowlark's Common Grounds, such as front entrance curbs, plantings, and lighting; ponds, erosion issues, fountains; fences; trees/shrubs needing to be replaced; and pond and street signs. If maintenance is needed, the Liaison shall work with the Management Company to obtain quotes from three (3) sources to present to the Board. If Board decides to re-bid the mowing or snow removal for the community, the Liaison shall work with the Management Company to obtain quotes from three (3) sources to present to the Board. The Liaison shall also present a written report at scheduled Board meetings of any activities that have occurred since the last meeting.
- g. **The Social Committee Liaison** shall oversee:
 - (i) the Crime Watch committee: shall set the place and date for Crime Watch meetings, shall lead these meetings, and shall work with Block Captains and the local Police on matters related to this group;
 - (ii) the Community Picnic: shall enlist others as needed to help with the tasks for this function;
 - (iii) other social events and tasks as designated from time to time by the Board; and
 - (iv) the Liaison shall present a written report at scheduled Board meetings of any activities that have occurred since the last meeting for any of the above.

Section 4.2. Required Meeting Attendance. All Board Members are required to attend monthly board meetings, the Annual Homeowners Meeting, and the Community Picnic.

Section 4.3. Resignation. Any officer or board member may resign at any time by giving written notice to the President or the Secretary of the Association. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4.4. Agreements, Contracts, Deeds, Leases, Checks. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two (2) officers of the Board of Directors, (the President or Vice President, plus one other officer), or by such other person or persons as may be designated by resolution of the Board of Directors.

ARTICLE V

Committees

Section 5.1. General. Standing ad hoc committees, such as the Welcome Committee, are hereby authorized to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority vote of the Board of Directors. Each committee shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

- a. **Appointment of Standing Committees.** At such time as the need for a particular committee arises, the Board of Directors shall establish a committee and appoint a Chairperson for that committee. The Chairperson shall appoint committee members, if needed, from Association Members in good standing. All committee members shall have voting rights on that committee.
- b. **Term.** A committee and its members shall serve for a period of one (1) year, and, at the discretion of the Board, may continue to serve as long as the committee is functioning.
- c. **President Excluded from Serving on Committees.** The President of the Board shall not serve on any committee while serving as President of the Board of Directors.
- d. **Disbanding.** The Board may at any time, by way of a duly called Board quorum vote, disband a committee and dismiss the Chairperson and committee members.
- e. **Required Reports.** Prior to each Board meeting, a committee Chairperson shall submit to the Board a report on any committee activity since the last report.
- f. **Committee Correspondence File.** All Correspondence by any member of a Committee shall be maintained in a Correspondence file, and shall be available to the Board upon request. If a committee is disbanded, such Correspondence file shall be turned over to the Secretary of the Board.

ARTICLE VI

Miscellaneous

Section 6.1. Fiscal Year. The fiscal year of the Association shall be July 1st – June 30th, and the Management Company shall provide all year-end reports to the Board within sixty (60) days of the close of the fiscal year.

Section 6.2. Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Indiana law, the Articles of Incorporation, the Declaration, or these By-Laws.

Section 6.3. Conflicts. If there are conflicts between the provisions of Indiana law, the Articles of Incorporation, the Declaration, and these By-Laws, the provisions of Indiana law, the Declaration, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

Section 6.4. Books and Records.

- a. **Minutes Book.** The Board Secretary shall maintain a Minutes Book for all Association and Board meetings, as defined in [Section 4.1.c.](#) and [Section 3.10](#), and both the Secretary and President shall sign said minutes for a Board or Annual Meeting to indicate the minutes are correct and have been approved. All Resolutions shall be kept in a separate section of the Minutes Book.
- b. **Correspondence File.**
 - (i) A copy of all correspondence from Board Members shall be given to the Board Secretary for keeping in a Correspondence File. All correspondence by the Board should come from the President or Secretary, unless otherwise designated.
 - (ii) All Correspondence by any member of a Standing Committee shall be maintained in a Committee Correspondence file, and shall be available to the Board upon request. If a committee is disbanded, such Correspondence file shall be turned over to the Secretary of the Board.
- c. **Inspection by Members and Mortgagees.** The Declaration, By-Laws, Articles of Incorporation, any amendments to the foregoing, the rules and regulations of the Associations, the membership register, books of account, and minutes of meetings of the Members, the Board, and committees shall be made available for inspection and copying (at a reasonable cost) by any holder, insurer, or guarantor of a first Mortgage on a Residence Unit, Member of the Association, or by the duly appointed representative of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in the Residence Unit at the office of the Association or at such other place within the Real Estate as the Board shall prescribe.
- d. **Rules for Inspection.** The Board shall establish reasonable rules with respect to:
 - (i) notice to be given to the custodian of the records;
 - (ii) hours and days of the week when such inspection may be made; and
 - (iii) payment of the cost of reproducing copies of documents requested.
- e. **Inspection by Directors.** Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and a copy of relevant documents at the expense of the Association, such expense to be reasonable.

Section 6.5. Notices. Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally, if sent by United States Mail, first class, postage prepaid, or sent via E-Mail:

- a. **To Owner/Member.** If to an [Owner/Member](#) or [Voting Member](#), at the address which the Member or Voting Member has designated in writing and filed with the Secretary or Management Company, or, if no such address has been designated, at the address of the Residence Unit of such Member or Voting Member.
- b. **To Board or Management Company.** If to the Board of Directors or the Managing agent, at the principal office of the Association or the Managing agent, if any, or at such other address as may be designated by notice in writing to the Members pursuant to this Section.

Section 6.6. Amendment. The Association may unilaterally amend these By-Laws at any time and from time to time if such amendment is:

- a. **For Compliance.** Necessary to bring any provision hereof into compliance with any applicable governmental statutes, rules or regulations, or judicial determination;
- b. **For Title Insurance.** Necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots/Dwellings;
- c. **For Governmental Lenders.** Required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, 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, to enable such lender or purchaser to make or purchase mortgage loans on the Lots/Residence Units; or
- d. **For Agencies to Insure Mortgage Loans.** Necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots/Residence Units; provided, however, any such amendment shall not adversely affect the title to any Lot/Residence Unit unless the Owner shall consent thereto in writing.
- e. **Voting Requirements.** These By-Laws may be amended:
 - (i) when there is a Quorum of twenty-five percent (25%) of the [Voting Members](#) (members "[in good standing](#)") of the Association, represented either in person or by proxy at a special meeting for that purpose, and
 - (ii) upon the affirmative vote of at least a majority (50% +1), of the [Total Vote](#) of the Association, present or by proxy at the time of the vote.

Example, if all two-hundred ten (210) Owners present or by proxy are "[in good standing](#)" (Voting Members), the quorum needed of twenty-five percent (25%) would be fifty-three (53) present or by proxy, and the affirmative votes needed to pass an Amendment to the By-Laws would be a majority of one-hundred six (106). If only one-hundred seventy-five (175) of the two-hundred ten (210) Owners

present or by proxy are "in good standing", the necessary quorum of twenty-five percent (25%) of that number would be forty-four (44) present or by proxy, and the affirmative votes needed to pass an Amendment to the By-Laws would be a majority of eighty-eight (88).

IN WITNESS THEREOF, the undersigned Board of Directors of the Meadowlark Homeowners Association, Inc., have hereunto caused these amended By-Laws to be adopted and do hereby attest that every prerequisite to their approval as met prior to executing this amendment this 23rd day of August, 2016.

MEADOWLARK HOMEOWNERS ASSOCIATION, INC.

By:

Lee Green
Lee Green, President

John 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.