



Welcome

to the



*Meadowlark Lakes
& Villas
Community*

Meadowlark

Homeowners Association

Dear New Homeowner:

Welcome to the neighborhood! The MHOA Board encourages you to learn about all the services and social amenities that are available to you so that you can quickly build a connection to the community.

This welcome packet includes our most recent neighborhood newsletter, an explanation of the Architectural Review Committee's procedures, sections from our neighborhood Covenants and By-Laws, a Directory of town services, and other assorted information.

At Meadowlark we have a very social, close-knit community where we enjoy each other's company and take action to ensure the safety and welfare of all homeowners.

We hold an annual meeting every year in October at the Grace Pointe Church, S. Raceway Road and Morris Street. We urge you to attend and participate as business matters that affect our neighborhood are discussed. As you can see in the newsletter and on our web site, we have many opportunities to socialize in small groups. See the **Community Committees** and **Community Clubs** information in this packet for more details. It is our hope that you will find an activity that suits your interests and join us. Also check out our Meadowlark web site, <http://www.MeadowlarkHOA.com>, which is filled with all kinds of information about our neighborhood, activities, procedures, pictures, and much more and where you can find and download all the Meadowlark Covenants. Just about anything you need to know about Meadowlark can be found on our web site.

If you have any questions or concerns or just want to make a connection, feel free to contact any of the neighbors who serve on the MHOA Board:

President – Paula Moore	(317) 341-4954, paula.meadowlark@gmail.com
Vice President – Jim Vornholt	(317) 385-4751, jvornholt@indy.rr.com
Secretary – Shirley Hargis	(317) 698-8945, ushargis@yahoo.com
Treasurer – Nancy Auberry	(317) 627-4263, nauberry54@gmail.com
Grounds Liaison – Brenda Stringer	(317) 697-5956, froglady1950@gmail.com
ARC Liaison - OPEN	

Our management company is Kirkpatrick Management Co. Inc., 5702 Kirkpatrick Way, P. O. Box 20630, Indianapolis, IN 46220-0630. Valerie Atwell serves as our Community Association Manager (CAM) and can be contacted at (317) 570-4358 or vatwell@ekirkpatrick.com.

Again, we extend a warm welcome to you and look forward to meeting you at neighborhood activities and events.

Sincerely,
Your MHOA Board

Community Clubs

The following clubs have been established for the pleasure of our community. Everyone is welcome to participate. If you have an idea for an additional club, please let one of your board members know.

Dinner Club

Third Tuesday of each month from Spring to Fall at 6:00 PM.
Disbands during winter months. Location is determined monthly. If you are interested, please contact one of the names below and put your name on the list. Prior to the dinner each month, one of these ladies will call you to see if you are going and to let you know where it will be that month.

Contacts: Wanda Warren (317) 839-8445
Carolyn Huber (317) 838-7473



Bunco Club

There currently is one club which meets once a month @ 6:30 PM.
Members share hosting in their homes and the hostess for the month decides on the date. If interested, contact Elaine Kinkead (317) 839-9032 or ckinkead38@yahoo.com

If you have interest in starting a second Bunco Club, please contact Elaine for more information.

Community Committees

The following committees have been established by the HOA Board of Directors. If you are interested in participating in one of these committees, please contact the Board Member liaison listed.

Architectural Review Committee

This Committee is led by the Board ARC Liaison. The Architectural Review Committee's purpose is to review and approve all Architectural Review requests for improvements that are submitted to the management company.

These requests are reviewed by the Committee upon submission, and if approved, the homeowner is advised by an Approval letter from our management company.

See the next page for a detailed explanation of the Architectural Review Request process.

Jim Vornholt, Acting ARC Liaison – (317) 385-4751, jvornholt@indy.rr.com

Crime Watch Committee

This committee consists of Block Captains that are set up throughout the neighborhood. They help keep our community safe by watching for unusual or suspicious activity. If you have an emergency, *always* call 911. If you see *any* suspicious activity, *call* the Plainfield Police at (317) 839-8700. A Crime Tips Line is also available at (317) 754-5200. If you are unsure of what to do, contact your Block Captain or Elaine Kinkead. They can then help you contact the proper authorities.

Block Captains are listed in the Newsletter and on our website: www.meadowlarkhoa.com.

Elaine Kinkead, Chairman – (317) 260-9792, ckinkead38@yahoo.com

Welcome Committee

This committee is led by Elaine Kinkead, Chairman, with committee member Carolyn Huber. One of these ladies will make a Welcome Call to each new resident, presenting them with a Welcome Packet full of information about Meadowlark. If you are new to Meadowlark and have not yet received a Welcome visit, contact Elaine.

Elaine Kinkead, Chairman – (317) 260-9792, ckinkead38@yahoo.com
Carolyn Huber – (317) 838-7473, carolynhuber49@icloud.com

Architectural Review Committee

We ask that you kindly take a couple of moments to review this information.

Purpose and Powers of the Architectural Review Committee

The Architectural Review Committee shall review and approve the design, appearance and location of all residences, buildings, structures or any other improvements placed by any person, including any builder, on any Lot, and the installation and removal of any trees, bushes, shrubbery and other landscaping on any Lot, in such a manner as to preserve and enhance the value and desirability of the Real Estate and to preserve the harmonious relationship among structures and the vegetation and topography.

In general, no "New" changes may be made to the exterior of the house or lot without the approval of the Architectural Review Committee (ARC). However, there are some improvements and "replacements" that do not require submission of a "Request for Change" form or approval by ARC.

Improvements That Do Not Require Approval:

Landscaping:

- Flower beds, Flowers, Shrubs, Mulch, Decorative Edging, and small Ornamental Trees installed *within* 6 feet of a *home's* foundation. Also allowed are Flower beds, low-growing Flowers, Mulch, and Edging around *mailboxes* as long as they do not block the house number on the mailbox (USPS requirement), and around *Utility Boxes* in your yard so long as they do not inhibit a Service Technician's access to the box.
- Replacement of *existing* Trees as long as they are planted in the same place. (*New full-size Trees MUST have ARC approval.*)

Exterior:

- New Storm Door or Security Door so long as they are the same or similar to the current colors on your home and are harmonious with the neighborhood.
- Replacement (or painting) of *existing* Doors, Storm Doors, Garage Doors, Windows, Shutters, Siding and Roof so long as they are the same or similar to the current color and are harmonious with the neighborhood. (*Any deviation from the color or materials requires ARC approval.*)
- Replacement of *existing* Pergolas, Patios, Decks, Awnings, Patio Dividers, and Fences as long as they occupy the *same space*, are the same or similar to the current color and materials, and are harmonious with the neighborhood. (*Any deviation from the size, color, or materials requires ARC approval.*)
- Replacement of *existing* Satellite Dish so long as it is in the same position and located at least 10 ft. from the front of the home. Old dish must be removed. (*If a new satellite dish is needed, you MUST have ARC approval.*)

NOTE: ARC has reinstated the policy that for any *fencing* that could block a neighbor's view of the ponds or common grounds, that neighbor *MUST sign off on the request, giving their approval.*

Changes that require submission of a "Request for Change" form and approval by ARC are:

Exterior of House – any "New" Improvement, such as:

1. Retractable Awnings
2. Decorative Fixtures
3. Room Additions
4. Garage Door Screens
5. Color Changes
6. * Satellite dishes
7. Any "New" change to the exterior

** Satellite dishes MUST BE AT LEAST 10 ft. back from the front gutter on the side or back of the home.*

Lot Improvements – any "New" Improvement, such as:

- | | |
|-----------------------------------|---------------------------------|
| 1. Trees | 7. Pavers |
| 2. Decks, Pergolas, Arbors | 8. Irrigation Systems |
| 3. Patios, cement or pavers | 9. Fountains |
| 4. Retaining Walls | 10. Walkways, cement or pavers |
| 5. Patio Dividers | 11. Hot Tubs |
| 6. Fences, standard and invisible | 12. Any "New" change to the lot |

The Following ARE NOT Permitted:

1. Swimming Pools
2. Sport Hard Courts
3. Permanent or Portable Basketball Goals
4. Non-Retractable Awnings
5. NO Satellite dishes on the front of a home, inside the 10 ft. back guideline

NOTE: Refer to the *Declaration of Covenants, Conditions, and Restrictions* and the *Plat Covenants and Restrictions* for additional information.

Steps to Request a Change

As defined in the Covenants, when a homeowner in Meadowlark wants to make a change to his or her home exterior or landscaping, approval must be received from the Architectural Review Committee unless the improvement is listed in the "**Improvements That Do Not Require Approval**" list above. For changes that *do* require approval, this is the process that must be followed:

1. First, the homeowner downloads the Request for Change form from the "documents" page on our web site: www.meadowlarkhoa.com, or contacts Kirkpatrick to ask for the form:
 - Phone (317) 570-4358 or E-mail Sunnie Miller, our CSR - smiller@ekirkparick.com or write to Kirkpatrick Management Co., Inc., 5702 Kirkpatrick Way, Indianapolis, IN 46220-0630.
 - If you have questions about the process, contact the ARC Liaison for assistance.
2. Homeowner fills out the form, includes all information such as pictures and description, color, material, includes a copy of homeowner's plot plan (see Note below) showing where the change is going, and sends by US mail, or scans and e-mails everything to Kirkpatrick (KMC).
3. KMC checks to make sure all required information is furnished. If any paperwork is missing, the request will be denied and you will be contacted to resubmit with all the required documents.
4. Upon receipt of the required materials, KMC forwards the form to the Meadowlark ARC Liaison who shares it with the Architectural Review Committee (ARC).
5. ARC reviews each request as it is received, and (1) gives full approval, (2) gives qualified approval, OR (3) rejects the request.
6. ARC then advises KMC of their decision.
7. Homeowner is informed of the final decision by a letter from KMC. Work cannot be started until homeowner receives the approval notice. The entire process takes approximately 5 - 10 working days. Approved work has one year to be completed. If after that period, homeowner still wants to make the improvement, they must resubmit it for another review and approval.

For your convenience, a copy of the Architectural Review Request form is included in this packet.

NOTE: A Plot Plan should have been included with the paperwork when you bought your home. Make a copy of it. If you don't have it, contact either of these sources to obtain a copy:

- Plainfield Town Hall, 206 W. Main St., Plainfield, IN 46168, (317) 839-2561
- Banning Engineering at 853 Columbia Road #101, Plainfield, IN 46168, (317) 707-3700,

The Architectural Review Committee pledges to promptly review and act upon your request. To help them do that, please make sure all required materials are attached to your request when it is submitted.

Meadowlark Utilities

<i>SERVICE</i>	<i>PROVIDER</i>	<i>CONTACT NUMBERS</i>
Cable/Satellite	Spectrum Comcast DirecTV U-verse	(855) 657-7328 (800) 934-6489 (800) 531-5000 (800) 288-2020
Electric	AES (was IPL)	(317) 261-8222 Emergency: (317) 261-8111
Gas	CenterPoint (was Vectren)	(800) 227-1376
Hendricks County Government	<ul style="list-style-type: none"> •Homestead Exemption •Building Permits •Property Taxes •Voter Registration 	355 S. Washington Street, Danville, IN. Go west on Rockville Road to Danville; turn left onto Washington Street. See: http://www.co.hendricks.in.us/directory.html
Newspaper	The Indianapolis Star	(317) 444-4000
Phone	AT&T	Landline: (800) 288-2020 Wireless: (855) 667-3496 Wireless Account Info: (800) 331-0500 Internet Services: (877) 722-3755
Plot Plan for Your Home (for ARC Requests)	Plainfield Town Hall Banning Engineering	206 W. Main St., Plainfield, IN 46168, (317) 839-2561 853 Columbia Rd #101, Plainfield, IN 46168, Banning@BanningEngineering.com (317) 707-3700
Sewer & Recycling	Town of Plainfield	(317) 837-0000 <i>Town of Plainfield charge includes \$1.00 for recycling bin.</i>
Trash	Waste Management	(866) 909-4458 <i>Pick Up on Friday morning. In weeks with a Holiday, will pick up a day later (on Saturday instead of Friday). (See their website for list of holidays.)</i> <i>Call for large item pick up.</i> <i>Check web page for complete information:</i> https://www.wm.com/us/en/home/residential-waste-recycling-pickup
Water	Citizens Energy Group	(317) 924-3333 Emergency: (317) 924-3311

Information About Insurance

Important!

The Meadowlark Lakes and Villas community is made up of both "standalone homes" and "paired-patio homes." The paired-patio homes are ***not*** condominiums.

When you are seeking insurance coverage, you need homeowner's, not condominium insurance.

Meadowlark Lakes Special Bulletin

October 26, 2015, Redesigned May 10, 2024

GREAT NEWS! MEADOWLARK WEBSITE IS HERE!

Meadowlark Lakes & Villas now has a website. It was announced at the October 12, 2015 Annual HOA meeting. Its purpose is to keep our community up-to-date on what's happening in our neighborhood and to keep the communication lines open.

The website will provide you with all our events and meeting dates, documents and forms, such as the ARC Request for Change form, crime watch info, pictures, special interest articles, community clubs, updates on lawn care and snow removal, and a host of other information about our community.

We encourage you to view all the pages and read all the information. Our "Bulletin Board" page is yours to use for information about things you want to sell or are looking for, handyman help, questions, needs or ideas for our community... whatever you want to share with your neighbors.

Attached is a magnet showing the website address. Put it on your refrigerator as a reminder to check it, and check it often. Check it often for the latest news about our community. When the website is updated, an E-Mail Blast is sent to all residents to check the newest articles. To view the website, access the Internet from your PC, laptop, tablet, smart phone...and type this URL:

www.MeadowlarkHOA.com

And use the "contact us" page to send us an e-mail with your comments, suggestions, postings for the Bulletin Board Page, etc.

If you have questions, please contact Shirley Hargis, ushargis@yahoo.com; (317) 698-8945

ORIGINAL WEB PAGE:

Meadowlark Lakes & Villas — a great place to call Home!
A quiet community of Villas and Paired Patio Homes nestled around five beautiful ponds.

WHAT'S NEW?
Annual Meeting See the news & updates page for Highlights from the October 12th Annual HOA meeting.
Dinner Club The Meadowlark Dinner Club will meet at O'Charley's on Rockville Road on Tuesday, October 20th at 6:00 p.m. If you would like to attend, please contact one of these ladies right away to add your name to the reservations list.
Crime Watch Meeting in November Brian L. Russell, Plainfield Fire Chief, will be the guest speaker at the November 19th Crime Watch meeting at 6:30 p.m. at Grace Pointe Church in the Choir Room. This will be the last Crime Watch meeting of 2015. Join us as Chief Russell talks to us about safety preparations we should make for the coming winter season, and bring your questions. Mark your calendars, and watch for the Crime Watch Bulletin.
Website Updates Our intent is to update the website on Monday of each week with any news or information that is pertinent to our Meadowlark neighborhood. Be sure to check us out each Monday.

Check the [Picture Gallery](#) and the [Documents](#) page for new documents. Also the new ["Post & Reply"](#) page.

VESTED IN COMMUNITY

REDESIGNED WEB PAGE:

Meadowlark Lakes & Villas

A quiet community of Villas and Paired Patio Homes nestled around five beautiful ponds.

Located in Hehdricks County.

Within easy reach of the Interstate, schools, restaurants and shopping.

Residents enjoy the flowering trees, fountains, wild life and waterfowl, plus a host of community activities.

Welcome to the Meadowlark Lakes & Villas web page, the perfect neighborhood communications and bulletin board. Find all the community information you need here, from governing documents to events and activities.

Share vital information with one another and stay up-to-date with all the latest news and events. Join us and be an integral part of the local community!

HOME
ABOUT US
WHAT'S NEW?
CALENDAR, EVENTS, ACTIVITIES
MEET THE BOARD
ARC - INTRO & PROCESS
GENERAL & RESTRICTIONS
INFO
CRIME WATCH
MANAGEMENT CO.
WHO DO YOU CALL?
DOCUMENTS
BULLETIN BOARD
PICTURE GALLERY
MEADOWLARK HISTORY
CONTACT US
PARTNERS

MEADOWLARK LAKES AND VILLAS HOA ARCHITECTURAL REVIEW REQUEST

Return to –
Kirkpatrick Management Co. Inc. • 5702 Kirkpatrick Way • Indianapolis, IN 46220
• Direct: (317) 558-5830 Office: (317) 570-4358 • E-Mail: Sunnie Miller, smiller@ekirkpatrick.com

The following changes DO NOT require submission of this form or approval by the Architectural Review Committee (ARC). **ALL OTHER IMPROVEMENTS** must be submitted for approval. Work cannot be started until you receive the approval letter.

Landscaping:

- Flower beds, Flowers, Shrubs, Mulch, Decorative Edging, and small Ornamental Trees installed within 6 feet of a home's foundation. Also allowed are Flower beds, low-growing Flowers, Mulch, and Edging around mailboxes as long as they do not block the house number on the mailbox (USPS requirement), and around Utility Boxes in your yard so long as they do not inhibit a Service Technician's access to the box.
- Replacement of existing Trees as long as they are planted in the same place. (*New full-size Trees MUST have ARC approval.*)

Exterior:

- New Storm Door or Security Door so long as they are the same or similar to the current colors on your home and are harmonious with the neighborhood.
- Replacement (or painting) of existing Doors, Storm Doors, Garage Doors, Windows, Shutters, Siding and Roof so long as they are the same or similar to the current color and are harmonious with the neighborhood. (*Any deviation from the color or materials requires ARC approval.*)
- Replacement of existing Pergolas, Patios, Decks, Awnings, Patio Dividers, and Fences as long as they occupy the same space, are the same or similar to the current color and materials, and are harmonious with the neighborhood. (*Any deviation from the size, color, or materials requires ARC approval.*)
- Replacement of existing Satellite Dish so long as it is in the same position and located at least 10 ft. from the front of the home. Old dish must be removed. (*If a new satellite dish is needed, you MUST have ARC approval.*)

NOTE: ARC has reinstated the policy that for any fencing that could block a neighbor's view of the ponds or common grounds, that neighbor MUST sign off on the request, giving their approval.

➔ Use "Tab" to move from field to field and complete all applicable information. The Name, Address, Date entries will pre-fill fields for you. ALL fields from page 1 to the top of page 4 are required.

For improvements requiring approval, complete items 1-7 and the easement/utility access waiver.

1. Name: _____ Phone: _____
Address: _____
E-Mail Address: _____

2. Briefly describe the proposed change:

3. Will there be changes or modifications in basic utility services or existing structures to accommodate the proposed change? (*type "x" in the appropriate fields*)

	<u>Yes</u>	<u>No</u>		<u>Yes</u>	<u>No</u>
Electric	_____	_____	Exterior Walls	_____	_____
Telephone	_____	_____	Patio Fencing	_____	_____
Gas	_____	_____	Patio Slab	_____	_____
Water	_____	_____	Sidewalks	_____	_____
Sewage	_____	_____	Pavements	_____	_____
TV Cable	_____	_____	Other _____		

4. Please list below the major construction material which will be used in this project. Be as specific as possible. (*Exterior materials must conform to those used on the original building or be sufficiently compatible.*)

5. No project can extend beyond your property line. If any tree, bush, landscaping or structure is found to be in any common area, the homeowner will be asked to remove it. If the homeowner fails to comply with said request, the Board of Directors will have said item(s) moved and the expense will be charged to the homeowner.

6. If the proposed project is an addition or alteration that would change the structural appearance of your residence please attach the following information:
 - a. Blueprints or working drawings indicating all necessary dimensions and elevations.
 - b. If available, a photograph or drawing of a similar completed project.

7. Project schedule:
 - a. The project will be done by: (*type "x" in the appropriate fields*)

_____	Homeowner	
_____	Contractor	Name _____
_____	Both	
 - b. Please indicate the approximate time needed to complete the project, subsequent to the committee approval. _____.
 - c. Please indicate any building permits that will be required.

(Building permits, if required, are strictly the responsibility of the homeowner)

All submitted material shall remain the property of the Association. You may wish to make a copy for your personal records.

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE ARCHITECTURAL CONTROL STANDARDS SET FORTH BY THE COMMITTEE AND THE COMMUNITY GOVERNING DOCUMENTS.

*Homeowner's Signature: _____

Print Name: _____

Date: _____

EASEMENT & UTILITY ACCESS WAIVER

This document is an acknowledgement that I, _____, the owner of the property located at _____, of the Meadowlark Lakes and Villas HOA will be installing an improvement that could extend into the drainage easement or possibly could block access to utility meters or equipment. I will accept full responsibility of any cost to remove and/or replace this improvement if the utility company, association, or the developer requires access to that area.

*Signed by Homeowner: _____ Date: _____

**Acknowledged/Witnessed by: _____ Date: _____

**=Homeowner: The digital signature entered in this document gives my permission to process this document as though it was signed by my own hand.*

***=Witness: The digital signature entered in this document represents my witness to the homeowner's signature.*

HOMEOWNER NAME: _____

ADDRESS: _____

**DO NOT WRITE BELOW THIS LINE
COMMITTEE ONLY**

Committee Action: *(click in the appropriate box; then complete the explanation fields if needed)*

Approved as submitted

Approved as revised

Revisions/conditions:

Deferred

Additional information required:

Other:

Denied

Comments:

Signed: _____
Chairman, Architectural Review Committee

Date: _____

ARC CHECKLIST

For "New" improvements, this information must be submitted with the request form:

- _____ Detailed description of the color, material and size of your improvement.
- _____ Picture of the item (e.g., fence, door, pergola, paver color/style, tree, etc.).
- _____ Name of the contractor and, if available, their specifications/drawings.
- _____ If a fence, have you secured your neighbor's approval? *(new 9/3/21)*
- _____ Copy of the official **Plot Plan** showing exact location of the New improvement. For New fencing, patios and pergolas, you must indicate the size of the yard and the size of the improvement on the **Plot Plan**, to show the relationship to your lot dimensions. For landscaping, you must show the location of the New trees being planted.



NOTE: Unlike a Plat Plan, which shows the division of an entire neighborhood, a **Plot Plan** shows an individual area, such as your lot and home. Your **Plot Plan** is what is required with your ARC form submission. *(new 6/14/17)*

To obtain a copy of your Plot Plan, use one of these sources:

- *A Plot Plan should be with the paperwork you received when you purchased your home. Make a copy of it.
- *Plainfield Town Hall, 206 W. Main St., Plainfield, IN 46168, (317) -839-2561
- *Banning Engineering at: 853 Columbia Road # 101, Plainfield, IN 46168
Phone: (317) 707-3700, Banning@BanningEngineering.com *(new 6/14/17)*

IMPORTANT:

- *For a "New" improvement, a Plot Plan indicating the location and dimensions of the project must be included with your Architectural Request for Change form. This includes location of all "New" trees you want to plant. Your request will not be considered if a Plot Plan is not included.*
- *The Meadowlark Lakes Architectural Review Committee (ARC) will not review any request until ALL materials are provided.*
- *Once all materials are received by ARC, this request will be processed within 5 to 10 business days.*
- *Work **should not be started** until you have received an approval response from ARC/Kirkpatrick. You then have one year to complete the improvement.*
- *If work is started on an improvement without submission and/or approval by ARC, the Meadowlark Board of Directors has the right to halt the project until the request is received and approved, and to ask for its removal if it does not meet our Covenant standards.*

APPENDIX A

ASSESSMENT DELINQUENCY COLLECTION POLICY

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

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

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

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

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

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

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

APPENDIX B

SPECIAL ASSESSMENT DELINQUENCY COLLECTION POLICY

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

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

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

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

Meadowlark Community Special Assessment:

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

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

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

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

Special Assessment Resulting from an Owner Covenant Violation:

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

APPENDIX C

VIOLATION OF COVENANTS POLICY

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

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

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



Meadowlark Lakes & Villas

August 23, 2016

Revised 11/10/22 05/09/23 07/11/23

Amended and Restated Documents

- Articles of Incorporation
- By-Laws
- Declaration of Covenants, Conditions and Restrictions
- Plat Covenants and Restrictions
- Certificate of Amendment -State of Indiana

8/21/24: These documents were amended and the approved versions are to be filed with Hendricks Co. Copies of the approved versions will be given to all homeowners and will replace the information in this section and to the preceding Appendix A, B, and C.

Listed above are the documents that make up the Meadowlark By-Laws and Covenants. For your convenience, the attached pages are taken from the **Declaration of Covenants** document plus the entire **Plot Covenants & Restrictions** file as these pages explain what is allowed and not allowed in Meadowlark. Please go to the "Documents" page on our website at <http://www.meadowlarkhoa.com> to view and download all of the files above.

ARTICLE VI

Architectural Review Committee

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

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

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

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

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

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

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

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

6.4 Liability of the Architectural Review Committee. Neither the Architectural Review Committee, the Board of Directors, the Association nor any agent of any of the foregoing, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto or for any decision made by it unless made in bad faith or by willful misconduct.

6.5 Inspection.

a. Work in Progress.

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

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

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

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

TABLE OF CONTENTS

1. Dedicated Streets.....2

2. Common Areas.....3

 a. Common Areas ("CA")3

 b. Landscape and Restrictive Common Areas ("LRCA")3

 c. Limited Common Areas ("LCA")3

3. Easements.....3

 a. Drainage and Utility Easements and Drainage Easements3

 b. Landscape Easements.....4

 c. Ingress/Egress Easements.....4

4. Building Location.....4

5. Lot Use4

6. Accessory and Temporary Outbuildings4

7. Temporary Structures4

8. Nuisances4

9. Animals5

10. Vehicle Parking5

 a. Recreational Vehicles5

 b. Commercial Vehicles: Trucks and Trailers5

 c. Homeowner Vehicles5

 d. Car Repair and Disabled Vehicles.....6

 e. Sidewalks6

11. Signs.....6

 a. Business.....6

 b. For Sale6

 c. Other.....6

12. Mailboxes6

13. Garbage and Refuse Disposal.....6

14. Storage Tanks.....7

15. Water Supply and Sewage Systems.....7

16. Ditches and Swales.....7

17. Garage, Driveway and Parking Space.....7

18. Antenna and Satellite Dishes.....7

19. Awnings7

20. Fencing.....7

21. Swimming Pools, Basketball Goals, Sport Courts7

22. Solar Panels.....7

23. Outside Lighting.....7

24. Lakes/Ponds8

 a. Docks.....8

 b. Fishing.....8

 c. Materials From/Into Ponds8

25. Site Obstruction.....8

26.	Landscaping	8
	a. Exceptions	8
	b. Replacements.....	8
	c. New	8
	d. Landscaping Violations	9
27.	Exterior Changes	9
	a. Replacements.....	9
	b. New	9
	c. Exterior Violations	10
28.	Violations	10
	a. Grounds for Action.....	10
	b. Suspension of Rights	10
29.	The Town of Plainfield.....	10
30.	Amendment	11
	a. By Owners.....	11
	b. By Board	11
31.	Term	11
32.	Severability.....	11
	Exhibit A	12
	Resolution – Mailboxes and Fences	14
	Resolution – Fences Around Waste/Recycle Carts	17
	Resolution – Structures/Room Additions	18
	Resolution – Garage Door Screens.....	19
	Resolution – Cooking in Garages.....	20
	Clarification on Windows	21
	Clarification on Shutters, Doors, Garage Doors, Trim Paint.....	22

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 30th, 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 27th, 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. ^{8/23/16 r06/26/19}
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 23rd day of August, 2016.

MEADOWLARK HOMEOWNERS ASSOCIATION, INC.

By: Lee Green Lee Green, President John R Tufano John Tufano, Vice President

Shirley Hargis Shirley Hargis, Secretary Mary Ellen Ramsay Mary Ellen Ramsay, Treasurer

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

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

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

My Commission Expires: July 26, 2019 [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.

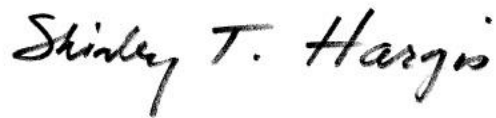
- All of the above are taken into consideration when reviewed by the Architectural Review Committee (“ARC”) to determine the allowable height when a fence request is reviewed.
- That acceptable materials are wood, vinyl, wrought iron, or powder-coated aluminum/metal (wrought iron look-alike).
- That 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

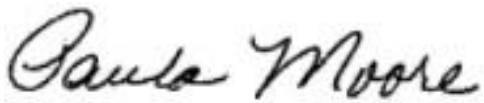


William Jeffrion, President
Meadowlark HOA Board of Directors

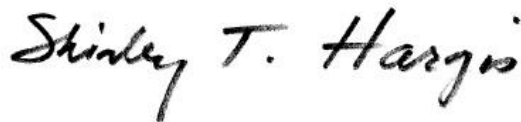


Shirley T. Hargis, Secretary
Meadowlark HOA Board of Directors

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.

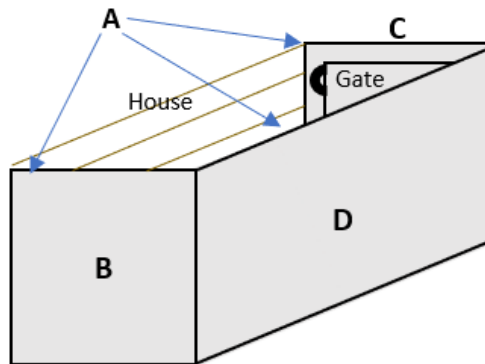
PLAT COVENANTS. Item 13. GARBAGE AND REFUSE DISPOSAL.

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:

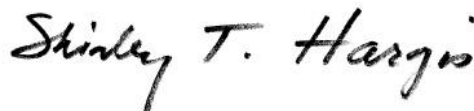
- That any new structure such as a 3-Season room, Sunroom, or Room Addition of any kind must include architectural drawings and all materials to be used when submitted on an Architectural Request for Change form.
- That the roof, windows, doors and siding must match the style and color of the home.
-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

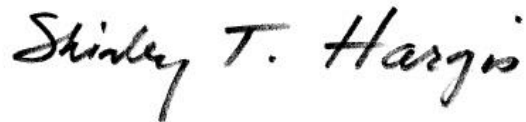
- The Board of Directors declares that any Residence Unit Owner who desires to add a Garage Door Screen must submit an Architectural Request For Change form to the Architectural Review Committee for approval.
- Said Garage Door Screens are only allowed to be visible when the Garage Doors are open.
- 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.

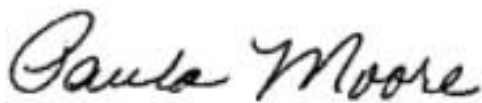
Declaration of Covenants 6.2.c.(ii) – Purposes and Powers of the Architectural Review Committee and the Plat Covenants – Cooking in Garages.

Now therefore be it resolved:

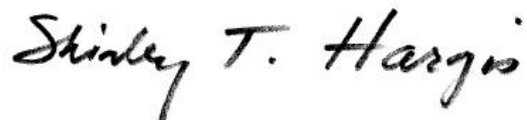
- The Board of Directors prohibits Residence Unit Owners or their family members, guests, or their tenants from cooking in their garages. The primary concern of the Board is the safety and well-being of all Owners in the Meadowlark community and the preservation of all property therein. The Plainfield 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.