

Meadowlark Lakes & Villas

July 29, 2024

2nd Amended and Restated Documents

- ## Plat Covenants and Restrictions Revised 4/1/26

Hint 1: When you click on a blue link from your PC/Laptop, and then want to return to the place you started, press and hold the **ALT** key and then press the **LEFT ARROW** on your keyboard. It takes you back to your starting link.

Hint 2: To quickly find a topic, press and hold the **CTRL** key and then press the **F** key. This brings up the "**Search**" field (normally shows in the upper right-hand corner). Type the topic (example Fishing) and press **ENTER**. To move to each instance of your topic, either press **ENTER**, or click the small arrow ("find next") in the Search window.

HINT 3: When you see this note icon, hover over it or click on it to see the contents. These "notes" give you more information about specific sections in the document. For example, the note icon in the Plat section regarding a Fence says this:

> No temporary-type fencing will be approved in Meadowlark. Fencing must be permanent.

Go to the Meadowlark Web Site: http://www.meadowlarkhoa.com and check the latest information on the "Documents" and "Bulletin Board" pages.

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202413288 COV $25.00
7/29/2024 1:25:09 PM 18 PGS
Laura Herzog
Hendricks County Recorder IN
Recorded as Presented

202416598 COV $25.00
9/16/2024 8:19:07 AM 22 PGS
Laura Herzog
Hendricks County Recorder IN
Recorded as Presented

This document is being re-recorded to correct formatting and scriveners errors on 9/16/24.

Cross Reference: 201623698; 200100011246; 200100011245 **Effective Date is 7/29/24**

SECOND AMENDED AND RESTATED PLAT COVENANTS AND RESTRICTIONS FOR MEADOWLARK LAKES AND VILLAS

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SECOND AMENDED AND RESTATED PLAT COVENANTS AND RESTRICTIONS FOR MEADOWLARK LAKES AND VILLAS

These Amended and Restated Plat Covenants and Restrictions for Meadowlark were executed as of the date set forth below.

W I T N E S S E T H that the following facts are true:

The Meadowlark subdivision located in Hendricks County, Indiana is subject to Plat Covenants that were previously amended and restated by the "Amended and Restated Plat Covenants and Restrictions for Meadowlark" (the "Plat Covenants") that was filed in the Office of the Recorder of Hendricks County, Indiana on October 11, 2016, as Instrument No. 201623698; and

Paragraph 35 of the Plat Covenants allows for the amendment of the Plat Covenants upon the approval of the members in "good standing" at a meeting where a quorum is represented by a majority affirmative vote of those represented in person or by proxy at said meeting; and

The Board of Directors of the Meadowlark Homeowners Association, Inc. ("Association") recommended that the Plat Covenants be further amended and restated as set forth below; and

After notice was duly given, a Member Meeting of the Association was held on October 10, 2023 and subsequently reconvened on March 12, 2024, for the stated purpose of considering and voting upon this amendment and restatement; and

At said meeting, the Owners of one hundred seventeen (117) Lots were represented in person or by proxy, and at least a majority of those voted in favor of amending and restating the Plat Covenants pursuant to the terms below; and

In order to provide adequate protection to all present and future Owners of Residence Units in the Meadowlark subdivision, these covenants and restrictions are imposed upon the Meadowlark real estate in addition to those set forth in the Declaration:

1. **DEDICATED STREETS**. The streets within the Meadowlark subdivision have been dedicated to the public and are as shown on the Plat.

2. **COMMON AREAS**. The original developer of Meadowlark 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 Section 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 Section 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 Section 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 Section 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 Section 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 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 Section 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 the original developer of Meadowlark 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 Section 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 the original Developer of Meadowlark 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 Section 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 Sections 4.7 and 4.9.)

6. **ACCESSORY AND TEMPORARY OUTBUILDINGS**. No trailers, shacks, outhouses, free-standing storage sheds, storage cabinets or tool sheds of any kind shall be erected or situated on any part of a 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 Sections 4.4. and 4.5.)

9. **ANIMALS**. Declaration Section 4.4 details conditions and restrictions concerning animals of any kind. No more than three (3) animals (dogs and cats) may be kept in a Residence Unit as stated in Town of Plainfield Ordinance 1-90. The Board does have the right to adopt a regulation to restrict the number of pets, as it may deem necessary.

   a. **Leashes.** Dogs and cats, when taken outdoors, shall be properly restrained at all times on a leash and while attended by its Owner. Homeowners may report any dog or cat off a leash, running at large in Meadowlark, to the Hendricks County Animal Control. If the same dog or cat is found to be roaming free multiple times with owner non-compliance on restraining them, they can be found to be a nuisance by the Board and the Board has the right to have the animal removed from the neighborhood. (See Declaration Section 4.4.)

   b. **Waste**. 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. **Fences**. 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. **Nuisance**. Noise from dogs, such as excessive barking, may be considered a nuisance and a violation. Upon review by the Board, if the dog is found to be a nuisance, the Board has the right to have the dog removed from the neighborhood, as explained in Declaration Section 4.4.

e. **Damage**. Damage by a dog or cat to a neighbor's property, such as flowerbeds and lawns, shall be considered a nuisance and the animal, at the discretion of the Board, can be removed, as explained in Declaration Section 4.4.

f. **Violations**. 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 Declaration 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**.

(i) No commercial vehicles over three-quarter (3/4) ton shall be stored or parked in the subdivision except inside a garage.

(ii) 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 home-owner's garage or driveway. Daily parking on the streets applies to emergencies, service workers, 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. **Stored Vehicles**. An operable vehicle, but one that is not being driven often, cannot be stored in the driveway, covered or uncovered, but must be parked in the garage, out of public view.

f. **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 Section 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 Section 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 Section 4.6.b.)

c. **Other**. (See Declaration Section 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, shown below. Two types of mailboxes are approved: (1) Standard T2, and (2) Locking Mailbox T3, both described below. 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 Section 3.1.g. and Declaration Appendix C.

a. **Standard T2 Mailbox Requirements**:

(i) Size and installation requirements are set by the U.S. Postal Service; standard size of curbside mailboxes in Meadowlark Lakes and Villas must be a T2: 20.25” L x 8.5” W x 10.7” H.

(ii) The Box itself must be black.

(iii) 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, www.meadowlarkhoa.com, for information on how to order from either.

(iv) Mailbox posts 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.

(v) There may be slight variances upon installation, so that the new installation meets the same height and positioning as existing mailboxes in Meadowlark.

(vi) Paint color to use on the post originally was Sage Brush by Sherwin Williams which they no longer make. See 12.c. Mailbox Paint Formula. This formula can be taken to any paint store to mix the correct color.

(vii) Oversized mailboxes are not allowed and must be replaced with the standard size.

(viii) Replacement posts must match the original design of the post.

(ix) Decorative mailbox covers are not allowed as they can block the house numbers.

b. **Locking T3 Mailbox Requirements**:

(i) A locking mailbox must be the same shape as the T2 mailbox so as to be harmonious with the existing mailboxes in Meadowlark. It cannot be square.

(ii) A locking mailbox can be purchased from any hardware store such as Menards, Home Depot, Lowe's, Ace and also on Amazon.

(iii) Size is the only exception from the Standard mailbox, as it is a T3.

(iv) The Box itself must be black.

(v) 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 www.meadowlarkhoa.com for information on how to order from either.

(vi) Paint color to use on the post originally was Sage Brush by Sherwin Williams which they no longer make. The formula shown in c. Mailbox Paint Formula below can be taken to any paint store for them to mix the correct color.

(vii) All box and post installation requirements that apply to the T2 also apply to the T3 locking mailbox.

c. **Mailbox Paint Formula**:

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	-

13. **GARBAGE AND REFUSE DISPOSAL**. Trash refuse disposal will be on an individual basis, Lot by Lot:

a. **Dumpsters**. 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.

b. **Yard Waste**. Yard and flowerbed waste cannot be dumped on the Common Areas or around ponds or fence lines.

c. **Pickup**. No rubbish, garbage or other waste shall be allowed to accumulate on any Lot, and should only be set out for collection within twenty-four (24) hours prior to the scheduled pickup and receptacles returned to garages within twenty-four (24) hours after the scheduled pickup.

d. **Disposal**. 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 their respective Lots.

17. **GARAGE, DRIVEWAY AND PARKING SPACE**. Each Residence Unit can accommodate parking for four (4) vehicles; two (2) vehicles in the 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 are encouraged to park their vehicles

accordingly and leave on-street parking for workers and short-term visitors. Also see the parking guidelines in Declaration Section 4.8. and Paragraph 10.c. herein.

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. The only exception is that Architectural Review Committee approval is not needed for the replacement of an existing satellite dish, so long as the new one is installed following the 10 feet from the front edge of the roof requirement. If a second satellite dish is needed, approval is required from the Architectural Review Committee. Any unused satellite dish must be removed. (See Declaration Section 6.2.e.)

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 Section 6.2.c.(c)) The only exception is that Architectural Review Committee approval is not needed for the replacement of an existing awning, so long as the replacement is in the same location and of the same or similar materials and style as the original awning.

20. **GARAGE DOOR SCREENS**. Screens attached to Garage Doors must be approved by the Architectural Review Committee and must be retractable. Screens are only allowed to be visible when the Garage Doors are open. When the Garage Doors are closed, the screens must be raised so that no part of the screen is visible to public view. See Declaration Section 6.2.c.(ii).

21. **COOKING IN GARAGES**. Cooking on stoves in garages is not allowed as it creates a fire hazard, especially for Paired Patio (duplex) homes. Anyone desiring to cook in their garage must submit an Architectural Review Committee request and show they will meet all code and permit requirements of Hendricks County, Town of Plainfield, and agree to undergo an inspection by municipal authorities to verify all codes and requirements will be met.

22. **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. The only exception is that Architectural Review Committee approval is not needed for the replacement of an existing fence, so long as the replacement is in the same location and of the same or similar materials, color and style as the original.

a. **Requirements**:

(i) A divider privacy fence between Paired Patio or Villa homes shall be no more than 6' in height.

(ii) Backyard fencing must be a minimum height of 4', with a maximum height of 5'.

(iii) Fencing erected to enclose a backyard that borders directly on Pond and Common Areas cannot exceed 4' in height.

(iv) A fence cannot impede a neighbor's view of the Ponds or Common Areas. Owner must obtain written approval from either or both neighbors that the fence to be erected does not obstruct their view of the Pond or Common Areas.

(v) Chain-link and chicken-wire fencing are not allowed.

(vi) Acceptable materials are wood picket, vinyl, wrought iron, or powder-coated aluminum/metal (wrought iron look-alike).

(vii) Invisible fences must be submitted to the Architectural Review Committee 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 Area.

(viii) All of the above are taken into consideration when reviewed by the Architectural Review Committee to determine the allowable height when a fence request is reviewed.

(ix) Approval by the Architectural Review Committee is required before installation of any fencing can begin.

(x) The homeowner is responsible for:

(a) Mowing the grass inside the fenced area in a timely manner.

(b) Maintaining the lawn inside the fence, keeping the area free from weeds and debris.

(c) Timely cleanup of all animal waste inside the fenced area.

(d) Edging of grass along the fence line, both inside and out.

(e) Condition and maintenance of the fence; repairing, cleaning, staining. Wood-type fences must be stained or painted after the first year and repainted/restained on a timely basis thereafter to maintain their aesthetics. They must also be kept in good repair.

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 Section 3.1.g. and Declaration Appendix C.

23. <u>FENCING AROUND WASTE/RECYCLE CARTS REQUIREMENTS</u>.

a. Waste and Recycle Carts must be enclosed on all four sides so as to not be visible from any view.

b. 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.

c. All Fence panels must be 6’ in height (A).

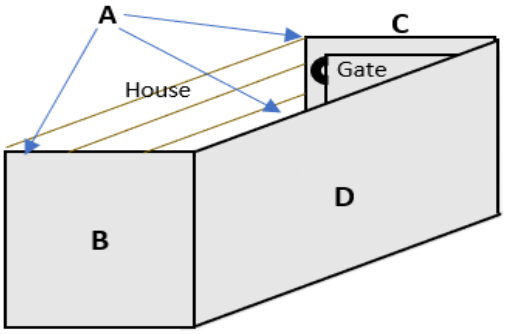
d. The two (2) side Fence panels (B and C) must be 4’ to 6’ wide. One of these must have a gate (C).

e. Fence panel (D) running parallel to house must be 6’ to 8’ in length.

f. All panels must be placed in cement for stability.

g. The side panels (B and C) must be affixed to or abutted to the house.

EXAMPLE:



24. **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 Section 6.2.f.)

25. **SOLAR PANELS**. The use of solar panels must be approved by the Architectural Review Committee pursuant to designated criteria.

26. **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. Owners are encouraged to use non-color light bulbs to provide maximum lighting in the community. 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 replace the actual light fixture is not required to submit an Architectural Requested Change so long as the replacement is a dusk-to-dawn fixture and is harmonious with the neighborhood. Lack of adherence to these conditions is

considered a Covenant violation and the homeowner will be contacted to rectify it, as stated in Declaration Section 3.1.g. and Declaration Appendix C.

27. 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 Section 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); (iv) no Owner can give permission to a non-family member or guest to fish when Owner is not in residence. (See Declaration Section 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, ponds and other water retention ponds, without the prior approval of the Board of Directors of the Association as to quality and quantity of materials.

28. 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.

29. 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:

(i) Flower beds, flowers, shrubs, mulch, edging, decorative low planting area walls, and small ornamental trees.

(ii) Flower beds, low-growing flowers, mulch, and edging around mailboxes so long as they do not block the house number on the mailbox or overflow into the street.

(iii) Flower beds, mulch and edging around tree rings.

(iv) Flower beds, mulch and edging around utility boxes so long as they do not impede a technician's access to the box. Before digging around the utility box, call 811 regarding any buried wires, pipes or cables.

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 29.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 29.a. Exceptions above) 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 Governing Documents, 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 Governing Documents, regardless of their location, and the homeowner will be notified to rectify the violation.

See Declaration Section 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 Section 6.2.d. which defines the rights of the Board to see that violations are rectified.

30. EXTERIOR CHANGES.

a. **Replacements**. Effective April 1, 2026 these do require approval from the Architectural Review Committee.

(i) Replacement of existing doors, storm doors, garage doors, windows, trim, shutters, gutters, downspouts, fascia, soffit, siding, and roof so long as they are the same or similar to the original color and materials and are harmonious with the neighborhood. This also applies to the addition of new items stated above, so long as they match the criteria stated.

Shutters and doors must match in color and must be one of the approved colors listed in Paragraph 31 herein. As of 4/1/26, shutter/door color can be changed so long as it is on the Approved Colors list.

(ii) Painting of existing doors, storm doors, garage doors, windows, shutters, trim, gutters, downspouts, fascia, soffit, siding, so long as they are the same or similar to the original color and are harmonious with the neighborhood. Shutters and doors must match in color and must be one of the approved colors listed in Paragraph 31 herein.

(iii) Replacement of existing pergolas, patios, decks, awnings, patio dividers, and fences so long as they occupy the same space, are the same or similar in color and materials, and are harmonious with the neighborhood; any deviation from the size, color and materials requires approval from the Architectural Review Committee;

(iv) Replacement of garage light fixtures so long as the replacement is a dusk-to-dawn fixture and is harmonious with the neighborhood. See Paragraph 26 herein.

(v) Replacement of existing satellite dish (see Paragraph 18 herein). 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; retractable garage door screens; 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; structures of any kind, permanent or temporary, including room additions; 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. Colors must be one of the approved colors allowed. (See Paragraph 31 herein.)

c. **New Structure Requirements.**

(i) A new structure of any kind, such as a 3-Season room, Sunroom, or Room Addition, must include architectural drawings and all materials to be used when submitted on an Architectural Request for Change form.

(ii) Roof, windows, shutters, if applicable, doors and siding must match the style and color of the home.

(iii) A new structure cannot block or impede a neighbor's view of the Ponds or Common Areas and 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.

(iv) All of this is taken into consideration when reviewed by the Architectural Review Committee to determine if the addition is acceptable.

d. **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 Governing Documents, 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 Governing Documents and the homeowner will be notified to rectify the violation.

See Declaration Section 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 Section 6.2.d. which defines the rights of the Board to see that violations are rectified.

31. PAINT COLORS. As of 4/1/26, all New, Replacement, and Color Changes require ARC approval. See the Approved Colors list on the last page of this document.

a. **Original Colors.** Owners who have the Builder's Specifications and Blue Prints for their homes can find the original colors on the *"Exhibit B" To Real Estate Purchase Agreement Selection of Features & Options* form. Approval is needed from the Architectural Review Committee to replace or repaint any of the exterior items and the color must match or be as close as possible to the colors listed for their Residence Unit.

b. **Exterior Colors.** Owners who do not have the original Specifications/Blue Prints for their home and desire to repaint or replace exterior items must have approval from ARC and the color must match or be as close as possible to the original colors for their Siding, Soffit, Fascia, Gutters, Downspouts, Windows, Trim, Garage Doors, and Roof. Color must be on the Approved Colors list.

c. **Shutters, Front Doors Approved Colors**.

(i) These are the Approved and only colors allowed for Shutters and Front Doors: Hunter Green or Midnight Green (dark shade of green), Sand (beige), Royal Garnet, Bordeaux or Merlot (deep purplish red), Black, White, Federal Brown (dark brown), Gray, Navy Blue.

(ii) The Shutters and Front Door must be the same color.

(iii) Owners can change the paint color for their Shutters and Front Doors with Architectural Review Committee approval, so long as the new color is on the Approved Color List in c.(1) above.

d. **Paired Patio Homes**. The paint colors used on one Residence Unit are not required to match the colors used on the attached Residence Unit, although it is preferred that they be the same.

e. **Single Dwelling Homes**. Shutters and Window Trim must be the same color on both stories of the home.

f. **Color Violations.** Colors other than those on the Paint Colors Approved list in c.(1) above are considered a violation, and the Owner of the Residence Unit will be expected to change the color to one of the approved colors at the Owner's expense.

32. WINDOWS. Homes built by Adams & Marshall have windows from these manufacturers: Silverline, Jeld-Wen, and United Window & Door. Westport Homes have Jeld-Wen windows. If any of the windows do not seal properly, have hardware issues, or condensation build up between panes, etc., you may have warranties available. As these policies are subject to change, speak to the manufacturer to verify their current policy. For more details and contact information, see the "Documents" page on the Meadowlark web site, http://www.meadowlarkhoa.com.

33. 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 Meadowlark subdivision (including Lot Owners) 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: Declaration Section 3.1.g., Declaration Appendix C, and Declaration Sections 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.

34. **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.

35. **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 total votes cast by the homeowners that are present and by proxy (Majority Vote) at a meeting 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; (iv) to further clarify a Plat Restriction; or (v) 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.)

36. **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.)

37. **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 Section 13.4.)

[Remainder of this page is intentionally left blank.]

Executed this 9 day of July, 2024.

Meadowlark Homeowners Association, Inc., by:

Paula Moore

Paula Moore, President

Attest:

Shirley T. Hargis

Shirley T. Hargis, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF Hendricks)

Before me, a notary public, in and for said County and State, personally Paula Moore and Shirley T. Hargis, the President and Secretary, respectively, of Meadowlark Homeowners Association, Inc., an Indiana nonprofit corporation, who acknowledged execution of the within and foregoing for and on behalf of said corporation and its members and who, being duly sworn, stated that the representations made herein are true. Witness my hand and notarial seal this 9 day of July, 2024.

NANCY M. AUBERRY
My Commission Expires
05-10-2032
NOTARY PUBLIC SEAL
Hendricks County
Commission Number
STATE OF INDIANA

Notary Public - Signature

Nancy M. Auberry

Printed

My Commission Expires: 5-10-2032 Residence County: Hendricks

"I 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." /s/Kimberly M Sutter.

This instrument prepared by, and should be returned to: Kimberly M. Sutter, Esq. Eads, Murray, & Pugh, P.C., 9515 E. 59th St., Suite B, Indianapolis, IN 46216. (317) 536-2565. Kim@IndianaHOALaw.com

PAINT COLORS

Paint Colors are discussed in Item 31. of our Plat Covenants & Restrictions. **Effective 4/1/26,** there is a change to that information. As well as new items, all replacements or paint color changes to existing items **MUST BE SUBMITTED TO AND APPROVED BY** the Architectural Review Committee to ensure the colors selected are those on our Approved Colors List. The information presented below supersedes information in the Plat Covenants & Restrictions.

APPROVEDS PAINT COLORS FOR MEADOWLARK

The table below lists the approved paint colors allowed in Meadowlark.

General Information

- **Effective 4/1/26,** all new, replacements, and paint color **must** be approved by the Architectural Review Committee.
- Owners who have the Builder's Specifications and Blueprints for their homes can find the original colors on the "Exhibit B" To Real Estate Purchase Agreement Selection of Features & Options form. The paint sample submitted to ARC for approval must match or be as close as possible to the original color.
- Owners who do not have the original Specifications/ Blueprints for their home must have approval from ARC, and the paint colors submitted must match or be as close as possible to the current color.
- **Single Dwelling Homes:** Shutters and Window Trim must be the same color on both stories of the home.
- **Paired Patio Homes:** The paint colors used on one Residence Unit are not required to match the colors used on the attached Residence Unit, although it is preferred that they be the same.
- **Color Violations:** Colors other than those on the Paint Colors Approved list are considered a violation, and the Owner of the Residence Unit will be expected to change the color to one of the approved colors at the Owner's expense.

Shutters & Front Doors

Approved Colors:

- Black
- Federal Brown (dark brown)
- Gray
- Hunter Green, Midnight Green (dark shade of green)
- Navy Blue
- Royal Garnet, Bordeaux or Merlot (deep purplish red)
- Sand (beige)
- White

Shutters and Front Doors **must** be the same color.

Effective 4/1/26, owners can change the paint color of their Shutters and Front Door but only with approval from the Architectural Review Committee and the color submitted must be on the above Approved Colors list.

Other Exterior Colors

Almost all homes are in beige tones. Here are the colors:

Siding, Soffit, Fascia, Trim/Posts	= Sand, Sandtone
Gutters, Downspouts	= Wicker, Antique Ivory
Garage Doors	= Sandtone
Windows	= Beige
Roofing	= Weathered Wood, Weathered Grey
Brick	= Chelsea, St. Thomas

Here are the colors for homes with white siding:

Siding, Soffit, Fascia, Trim/Posts, Gutters, Downspouts	= White
Garage Doors	= White
Windows	= White
Roofing	= Weathered Wood, Coastal Granite
Brick	= Old Indiana Tudor

- **Single Dwelling Homes.** Shutters and Window Trim must be the same color on both stories of the home.
- **Paired Patio Homes.** The paint colors used on one Residence Unit are not required to match the colors used on the attached Residence Unit, although it is preferred that they be the same.
- **Color Violations.** Colors other than those listed in the above Approved Paint Colors list are considered a violation, and ***the Owner of the Residence Unit will be expected to change the color to one of the approved colors*** at the Owner's expense.