

Meadowlark Lakes & Villas

July 29, 2024

2nd Amended and Restated Documents

- Articles of Incorporation
- By-Laws
- Declaration of Covenants, Conditions and Restrictions Revised 4/1/26
- 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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NOT FOR PROFIT

FIRST AMENDED AND RESTATED ARTICLES OF INCORPORATION OF MEADOWLARK HOMEOWNERS ASSOCIATION, INC.

This document was not changed in the Second Rewrite on July 29, 2024.

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State of Indiana
Office of the Secretary of State

Certificate of Amendment
of

MEADOWLARK HOMEOWNERS ASSOCIATION, INC.

I, CONNIE LAWSON, Secretary of State, hereby certify that Articles of Amendment of the above Domestic Nonprofit Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Nonprofit Corporation Act of 1991.

NOW, THEREFORE, with this document I certify that said transaction will become effective Thursday, September 29, 2016.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, September 29, 2016

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

2001061100797 / 7407256

To ensure the certificate's validity, go to https://bsd.sos.in.gov/PublicBusinessSearch

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ARTICLES OF AMENDMENT

ARTICLE I - NAME AND PRINCIPAL OFFICE ADDRESS

BUSINESS ID	2001061100797
BUSINESS TYPE	Domestic Nonprofit Corporation
BUSINESS NAME	MEADOWLARK HOMEOWNERS ASSOCIATION, INC.
PRINCIPAL OFFICE ADDRESS	5702 KIRKPATRICK WAY, INDIANAPOLIS, IN, 46220, USA
DATE AMENDMENT WAS ADOPTED	09/29/2016

EFFECTIVE DATE

EFFECTIVE DATE	09/29/2016

SIGNATURE

THE MANNER OF THE ADOPTION OF THE ARTICLES OF BUSINESS AMENDMENT AND THE VOTE BY WHICH THEY WERE ADOPTED CONSTITUTE FULL LEGAL COMPLIANCE WITH THE PROVISIONS OF THE ACT, THE ARTICLES OF INCORPORATION, AND THE BYLAWS OF THE CORPORATION.

THE UNDERSIGNED OFFICER OF THIS NONPROFIT CORPORATION EXISTING PURSUANT TO THE PROVISIONS OF THE INDIANA NONPROFIT CORPORATION ACT DESIRES TO GIVE NOTICE OF ACTION EFFECTUATING BUSINESS AMENDMENT OF CERTAIN PROVISIONS OF ITS ARTICLES OF INCORPORATION.

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY **September 29, 2016**

SIGNATURE	Jeffrey M. Bellamy
TITLE	Attorney

Business ID : 2001061100797
Filing No. : 7407256

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The incorporator, designated in Article VII, desiring to form a corporation (hereinafter referred to as the "Corporation") pursuant to the provisions of lndiana Code 23-17-1-1, et seq. (hereinafter referred to as the "Act"), hereby executed the initial Articles of Incorporation on May 4, 2001.

ARTICLE I

Name

The name of the Corporation is Meadowlark Homeowners Association, Inc., (hereinafter referred to as "Association").

ARTICLE II

Purpose

This Corporation is a mutual benefit corporation. The purposes for which the Corporation is formed are:

Section 2.1. Exercise Powers. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions for Meadowlark, containing therein covenants, conditions, restrictions and easements with respect to the real estate bound thereby (hereinafter called the "Declaration"), and recorded as Instrument No. 200100011245 in the Office of the Recorder of Hendricks County, Indiana, as the same may be amended from time to time.

Section 2.2. **Fix Assessments.** To fix, levy, collect and enforce payment of, by any lawful means, all charges or assessments pursuant to the terms of the Declaration and By-Laws; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Corporation, including all licenses, taxes or governmental charges levied or imposed against the property of the Corporation.

Section 2.3. **Acquire Property.** To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for the public use or otherwise dispose of in connection with the affairs of the Corporation any real or personal property which is held in title by this Corporation.

Section 2.4. **Borrow.** To borrow money, and with the assent of the members as provided for in the Declaration and By-Laws, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

Section 2.5. **Common Areas**. To dedicate, sell or transfer all or part of any common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to as prescribed in the Declaration.

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Section 2.6. **Agreements**. To enter into agreements with individuals, entities or governmental bodies for the management, maintenance and betterment of the Meadowlark Lakes and Villas community ("Meadowlark") described in the "Recitals" section of the Declaration, irrespective of whether the agreement affects property inside or outside Meadowlark.

Section 2.7. **Attain Objectives.** To do everything necessary, proper, advisable or convenient for the accomplishment of any to the purposes, or the attainment of any of the objects or the furtherance of any of the powers herein set forth, and to do every other act and thing incidental thereto or connected therewith which is not forbidden by the laws of the State of Indiana, or by the provisions of these Articles of Incorporation.

Section 2.8. **Purposes and Powers**. The foregoing sections shall be construed as purposes as well as powers, and the matters expressed in each section shall, unless otherwise expressly provided, be in no way limited by reference to, or inference from, the terms of any other section, each of said sections being regarded as creating independent powers and purposes. The enumeration of specific powers and purposes in any such sections shall not be construed as limiting or restricting in any manner either the meaning of general terms used in any of such sections, or the scope of the general powers of the Corporation created thereby; nor shall the expression of one thing be deemed to exclude another not expressed, whether or not it be of like nature.

Section 2.9. **Corporation.** The Corporation is formed exclusively for purposes for which a Corporation may be formed under Indiana Code 23-17-1-1, et seq., as amended, and not for the purpose of or resulting in the pecuniary remuneration of its members as such; provided, however, this section shall not prohibit the Corporation from being authorized to pay reasonable compensation to its members, officers or directors for services actually rendered to or for the Corporation in carrying out one or more of its purposes.

ARTICLE III

Term of Existence

The period during which the Corporation shall continue is perpetual or such shorter time as is established by Section 13.3 in the Declaration.

ARTICLE IV

Registered Agent and Registered Office

The name of the Corporation's initial registered agent is Douglas B. Wagner. The street address of the initial registered office of the Corporation is 9339 Priority Way West Drive Suite 100, Indianapolis, Indiana 46240.

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ARTICLE V

Membership

Each "Residence Unit Owner", (defined in By-Laws Section 1.3.a.), is a "Member" of the Meadowlark Homeowners Association. An Owner remains a Member so long as he or she owns a Residence Unit in Meadowlark. Only Members in good standing (defined in By-Laws Section 1.3.c.) are eligible to cast votes and are identified as "Voting Members" (defined in By-Laws Section 1.3.b.).

ARTICLE VI

Directors

Section 6.1. **Number of Directors**. The Board of Directors of the Association (as defined in By-Laws Section 3.2 and Article IV) shall be composed of seven (7) members, in good standing, all with voting privileges on the Board. The exact number of Directors shall be prescribed from time to time as set forth in the Declaration and By-Laws of the Corporation.

Section 6.2. **Director Positions**. The positions on the Board of Directors are as follows; all have Board voting privileges:

Officers	Committee Liaisons
President	Architectural Review Committee
Vice President	Grounds
Secretary	Social Committee
Treasurer	

ARTICLE VII

Incorporator

The name and post office address of the initial incorporator of the Corporation is Douglas B. Wagner, Vice President of Precedent Residential Development, LLC, an Indiana limited liability company, 9339 Priority West Way Drive Suite 100, Indianapolis, Indiana 46240.

ARTICLE VIII

Dissolution

Upon dissolution, after the payment of all claims and expenses necessary to wind up and liquidate the Corporation's affairs, the Corporation shall transfer any remaining assets to the Corporation's Members or, if the Corporation has no members, to those persons whom the Corporation holds the Corporation out as benefiting or serving.

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ARTICLE IX

Provisions for Regulation and Conduct of the Affairs of the Corporation

Section 9.1. Meetings of Members. Meetings of the Members of the Corporation shall be held at least annually at such place, within the State of Indiana, as may be authorized by the By-Laws and Declaration and specified in the respective notices or waivers of notice of any such meeting.

Section 9.2. Meetings of Directors. Meetings of directors of the Corporation shall be held at such place, within the State of Indiana, as may be authorized by the By-Laws and Declaration and specified in the notices or waivers of notice of such meetings.

Section 9.3. Amendment of Articles and By-Laws of the Corporation. The Board of Directors shall have power to amend the Articles of Incorporation of the Corporation and By-Laws of the Corporation but only as provided in the Declaration, in By-Laws Article VI, Section 6.6, and as allowed under the Act.

Section 9.4. Consent Action by Directors. Any action required or permitted to be taken at any meeting of the Board of Directors (or a committee thereof) may be taken without a meeting, if a written consent to such action is signed by all members of the Board of Directors (or such committee) and such written consent is filed with the minutes of the proceedings of the Board of Directors.

Section 9.5. Indemnification. Every person who is or was an incorporator, director, officer or employee of this Corporation or of any other corporation for which he is or was serving in any capacity at the request of the Corporation and any individual serving as a member of the Architectural Review Committee (as defined in Declaration Article VI), Grounds and Social Committees, (defined in By-Laws Section 4.1), or any special committee of the Association that may be created in the future, shall be indemnified by this Corporation against any and all liability and expense that may be incurred by him in connection with or resulting from or arising out of any claim, action, suit or proceeding, provided that such person is wholly successful with respect thereto or acted in good faith in what he reasonably believed to be in or not opposed to the best interest of this Corporation or such other corporation, as the case may be, and, in addition, in any criminal action or proceeding, he had no reasonable cause to believe that his conduct was unlawful and he was acting in accordance with the Declaration, the By-Laws, these Articles of Incorporation and other rules and regulations of the Corporation. As used herein, "claim action, suit or proceeding" shall include any claim, action, suit or proceeding (whether brought by or in the right of this Corporation or such other corporation or otherwise), civil, criminal, administrative or investigative, whether actual, or threatened or in connection with an appeal relating thereto, whether formal or informal, in which an incorporator, director, officer or employee of this Corporation, or member of the Architectural Review Committee, Grounds or Social Committees, or any other committee of the Association, may become involved, as a party or otherwise,

(i) by reason of his being or having been an incorporator, director, officer, employee of this Corporation or such other corporation, or a member of the Architectural

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Review Committee, Grounds or Social Committees, or any other committee of the Association;

(ii) by reason of any past or future action taken or not taken by him in any such capacity, whether or not he continues to be such at the time such liability or expense is incurred.

The terms "liability" and "expense" shall include, but shall not be limited to, attorneys' fees and disbursements, amounts of judgments, fines or penalties and amounts paid in settlement by or on behalf of an incorporator, director, officer, or employee of the Corporation, or member of the Architectural Review Committee, Grounds or Social Committees, or any other committee of the Association. The termination of any claim, action, suit or proceeding by judgment, settlement (whether with or without court approval) or conviction or upon a plea of guilty or of nolo contendere, or its equivalent, shall not create a presumption that an incorporator, director, officer or employee of the Corporation, or member of the Architectural Review Committee, Grounds or Social Committees, or any other committee of the Association, did not meet the standards of conduct set forth in this section.

Any such incorporator, director, officer or employee of the Corporation or member of the Architectural Review Committee, Grounds or Social Committees, or any other committee of the Association, who has been wholly successful with respect to any such claim, action, suit or proceeding, shall be entitled to indemnification as a matter of right. Except as provided in the preceding sentence, any indemnification hereunder shall be made at the discretion of the Corporation but only if,

(i) the Board of Directors acting by a quorum consisting of Directors who are not parties to or who have been wholly successful with respect to such claim, action, suit, or proceeding shall find that the incorporator, director, officer or employee of the Corporation or member of the Architectural Review Committee, Grounds or Social Committees, or any other committee of the Association, as applicable, has met the standards of conduct set forth herein;

(ii) where a quorum cannot be obtained under (i) above, by a majority vote of a committee designated by the Board of Directors, consisting solely of at least two (2) directors not at the time parties to the proceeding;

(iii) special legal counsel shall deliver to the Corporation their written opinion that such incorporator, director, officer or employee of the Corporation, or member of the Architectural Review Committee, Grounds or Social Committees, or any other committee of the Association, has met such standards of conduct; or

(iv) approved by the members.

If several claims, issues or matters of action are involved, any such person may be entitled to indemnification as to some matters even though he is not entitled as to other matters.

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The Corporation may advance expenses to or, where appropriate, may at its expense, undertake the defense of any such director, officer or employee of the Corporation, or member of the Architectural Review Committee, Grounds or Social Committee, or any other committee of the Association, if:

(i) such incorporator, director, officer, employee or member furnishes the Corporation with a written affirmation of such person's good faith belief that such person has met the standard of conduct required for indemnification;

(ii) such incorporator, director, officer, employee or member furnishes the Corporation with a written undertaking, executed personally or on such person's behalf, to repay an advance if it is ultimately determined that such person did not meet the standard of conduct required for indemnification; and

(iii) a determination is made that the facts then known to those making the determination would not preclude indemnification under these Articles of Incorporation.

A person who is a party to a proceeding may not apply for indemnification to the court conducting the proceeding or to another court of competent jurisdiction for a finding that said person should be indemnified pursuant to these Articles of Incorporation.

The provisions of this section shall be applicable to claims, actions, suits or proceeding made or commenced after the adoption hereof, whether arising from acts or omissions to act during, before or after the adoption hereof.

The rights of indemnification provided hereunder shall be in addition to any rights to which any person concerned may otherwise be entitled by contract or as a matter of law and shall inure to the benefit of the heirs, executors, and administrators of any such person.

The Corporation may purchase and maintain insurance on behalf of any person who is or was an incorporator, director, officer, employee or agent of the Corporation, member of the Architectural Review Committee, Grounds or Social Committees, or any other committee of the Association, or is or was serving at the request of the Corporation as an incorporator, director, officer, employee or agent of another corporation or as a member of the Architectural Review Committee, Grounds or Social Committees, or any other committee of the Association, against any liability asserted against him in any capacity or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this section or otherwise.

Section 9.6. Powers of Directors. In addition to the powers and the authority granted by these Articles of Incorporation, the Declaration, or by statue expressly conferred, the Board of Directors of the Corporation is hereby authorized to exercise all powers and to do all acts and things as may be exercised or done under the laws of the State of Indiana by a corporation organized and existing under the provisions of the Act and not specifically prohibited or limited by these Articles.

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IN WITNESS THEREOF, the undersigned Board of Directors of the Meadowlark Homeowners Association, Inc., have hereunto caused these amended and restated Articles of Incorporation to be subscribed this 23rd day of August, 2016.

MEADOWLARK HOMEOWNERS ASSOCIATION, INC.

By: Lee Green
Lee Green, President

John R Tufano
John Tufano, Vice President

Shirley Hargis
Shirley Hargis, Secretary

Mary Ellen Ramsay
Mary Ellen Ramsay, Treasurer

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

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

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

My Commission Expires: July 26, 2019

County of Residence: Hancock

Notary Public

Karla Thompson
Printed Signature

RETURN A COPY TO:

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

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

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

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

Comes now the Meadowlark Homeowners Association, Inc. by its Board of Directors, and states as follows:

WITNESSETH THAT:

The residential community in Hendricks County, Indiana commonly known as Meadowlark was established upon the recording of certain Plats with the Hendricks County Recorder; and

The property is subject to a certain "Declaration of Covenants, Conditions, and Restrictions" which was originally filed on April 30, 2001, with the Hendricks County Recorder as Instrument No. 200100011245, and as subsequently amended; and

The Association was incorporated pursuant to the Declaration as a nonprofit corporation pursuant to Articles of Incorporation filed with, and approved by, the Indiana Secretary of State on or about June 8, 2001; and

The By-Laws in Article VI, Section 6.6, state that the By-Laws may be amended at a regular or special meeting of the members of the Association upon the approval of the members in "good standing," at such 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 recommended to the members of the Association that the By-Laws be amended and restated pursuant to the provisions below.

WHEREFORE, the following Amended and Restated Code of By-Laws for Meadowlark Homeowners Association, Inc. is hereby approved and adopted by the Board of Directors of the Meadowlark Homeowners Association, Inc., after being approved by a majority of a quorum of the homeowner members present in person and by proxy at a special meeting held on October 10, 2023, and reconvened on March 12, 2024, and are effective as of the date of adoption. The following By-Laws shall supersede and replace all former By-Laws of the Association.

ARTICLE I

Name, Principal Office, Definitions

Section 1.1 Name. The name of the homeowners association for Meadowlark is Meadowlark Homeowners Association, Inc. (hereinafter sometimes referred to as the "Association"). It is an Indiana nonprofit corporation.

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

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

a. **"Owner/Member"** shall mean and refer to an Owner of any Residence Unit (as set forth in Article I, Section 1.9 of the Declaration) of the two-hundred ten (210) homes in Meadowlark. The term "Owner" and "Member" are interchangeable. An Owner remains a Member so long as he or she owns a Residence Unit in Meadowlark.

b. **"Voting Member"** shall mean and refer to a Residence Unit Owner/Member in good standing, (as defined in Section 1.3.c. below), and these Owners having one (1) vote per Residence Unit.

c. **"Member in Good Standing"** shall mean and refer to a Residence Unit Owner/ Member that is current in the payment of any assessments or other charges due the Association (is not delinquent by more than six (6) months as of the date of the vote). A Member in good standing is also referred to as a "Voting Member".

d. **"Total Vote"** shall mean and refer to the total number of votes that can be cast by eligible Voting Members (members in good standing) or their proxies at a specific meeting, such as an Annual Meeting, Special Meeting, a Board of Directors meeting, or a Committee meeting. Quorums are based on the Total Vote, and the Total Vote will vary, depending on the number of Voting Members or their proxies at any given meeting. Example, if all of the two-hundred ten (210) Owners are present or by proxy and are "in good standing", the "Total Vote" would be two-hundred ten (210). If only one-hundred seventy-five (175) of the two hundred ten (210) Owners present or by proxy are "in good standing", then the "Total Vote" would be one-hundred seventy-five (175).

e. "**Majority Vote**" shall refer to and mean that once a Quorum is met, the affirmative votes are a majority (50% +1) of the total votes cast at a meeting by the homeowners "in good standing" that are present and by proxy. Example: if the total present and by proxy is 100, the Majority Vote is 51 ayes.

Section 1.4 **Applicability**. All of the Owners, future Owners, their guests and invitees, or any other person who might now or hereafter use or occupy a Residence Unit or Lot or any part of the Common Areas are also subject to the Indiana Homeowners Association Act found at Indiana Code 32-25.5 (the "**HOA Act**") (but only to the extent that the provisions of the HOA

Act are applicable to the Association since it was created prior to the enactment of the HOA Act), and the mandatory provisions of the Indiana Nonprofit Corporation Act found at Indiana Code 23-17 (the "**Nonprofit Act**"), all as the same may be amended from time to time.

ARTICLE II

Association: Membership, Meetings, Quorum, Voting, Proxies

Section 2.1 **Membership**. The Association shall have a single class of membership, those being the Residence Unit Owners, as more fully set forth in the Declaration.

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

Section 2.3 **Annual Meetings**. Annual Meetings shall be of the Voting Members and shall be held in the month of either October or November each year, with the specific date to be set by the Board of Directors. The failure to hold an annual meeting at a time stated by or fixed in accordance with these By-Laws does not affect the validity of any corporate action or affect any forfeiture or dissolution of the Association. At an Annual Meeting, only "Voting Members" (members in good standing) are eligible to vote on items presented.

Section 2.4 **Special Meetings**. A special meeting of the Members of the Association may be called by the President, by resolution of the Board of Directors or upon a written petition of the Owners of not less than ten percent (10%) of the total number of Lots. The resolution or petition shall be presented to the President or Secretary of the Association and shall state the purpose for which the meeting is to be called. No business shall be transacted at a special meeting except as stated in the petition or resolution.

If the Board of Directors fails to send out a notice of the date, time, and place for a special meeting within thirty (30) days after the date the Board receives a valid written demand for the special meeting under this Section, a Member of the Association who signed the written demand may:

a. set the date, time, and place for the special meeting; and

b. send out the notice for the special meeting to the other Members.

Section 2.5 **Notice of Meetings**. Written or printed notice stating the place, day, and hour of any meeting of the Voting Members shall be delivered, either personally or by mail, to each Voting Member entitled to vote at such meeting, not less than ten (10) nor more than thirty (30) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Voting Member at his address as it appears on the records of the Association, with postage thereon prepaid.

In lieu of written notices from the Association sent pursuant to the above paragraph, a Voting Member may elect to receive notices from the Association by email. Any such Owner choosing email shall be deemed to have waived the right to receive notices from the Association by U.S. Mail or personal delivery. However, any such Owner shall have the right at any time to withdraw his or her election to receive notice by email and shall thereafter be sent notices by the Association pursuant to the above paragraph

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

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

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

Section 2.9 Proxies. A Voting Member may vote either in person or by his or her duly authorized and designated attorney-in-fact. Where voting is by proxy, the Voting Member shall duly designate his or her attorney-in-fact in writing, delivered to the Secretary of the Association prior to the commencement of the meeting. Pursuant to the provisions of the HOA Act, delivery of a proxy can be by hand delivery, first-class mail, fax or email. No such proxy shall remain valid for longer than one hundred eighty (180) days from the date it is signed.

To be valid and to comply with the HOA Act, a proxy must contain:

a. The name and address of the Voting Member who is giving the proxy;

b. The name of the person being appointed as proxy;

c. The date on which the proxy is given;

d. The date of the meeting for which the proxy is given;

e. The signature of the Voting Member who is giving the proxy; and

f. An affirmation under the penalties of perjury that the individual signing the proxy has the authority to grant the proxy to the individual named in the proxy to exercise it on the Voting Member's behalf.

A proxy may be revoked in writing by the Owner prior to it being exercised or by the Owner's personal attendance at the meeting where the vote is to be taken.

Section 2.10 Quorum.

a. **Quorum for Annual and Special Meetings**. The presence in person or by proxy of the Voting Members representing twenty-five percent (25%) of the Total Vote of the Association shall constitute a quorum at all Annual and Special Meetings of the Association. For example, if all of the two-hundred ten (210) Residence Unit Owners are "Voting Members" in good standing, twenty five percent (25%) would be a quorum of fifty-three (53). If only one-hundred seventy-five (175) of the two-hundred ten (210) Owners are "in good standing", twenty-five percent (25%) of that number would be a quorum of forty-four (44). The quorum needed will vary, based on the total Voting Members in good standing and who are in attendance in person or by proxy at any given Annual or Special Meeting.

b. **Quorum for Board Meetings and Committee Meetings**. A majority (50% + 1) of the total number of Directors or the total number of members of a Committee represents the quorum required for all such meetings. Proxies cannot be used for Board meetings or Committee meetings. (Proxies are only for meetings of the Voting Members.) For example, if there are seven (7) Board Members then serving, the required quorum is four (4). Also see Section 3.8 herein.

Section 2.11 Majority. The term "majority" shall mean a majority of the votes cast by the Voting Members at a meeting at which a Quorum is present (50% + 1).

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

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

Section 2.14 Manner of Voting and Meeting Participation. Voting and meeting participation may be held or performed in any manner set forth in the Declaration or these By-Laws as well as any manner that is not prohibited by the Nonprofit Act or the HOA Act, or deemed acceptable by the Courts as a practical way to collect votes and allow Owners to participate in Association actions. Membership meetings may be conducted by any means through which all participating members can simultaneously hear each other during the meeting, including, but not limited to, videoconference (i.e., Zoom, Teams, Go-to-Meeting). An Owner participating in a meeting by this means is considered to be present in person at the meeting. In the event that the Board elects to hold a membership meeting remotely, the Board shall have discretion to provide for such procedures and to set the terms of use, including, but not limited to, establishing guidelines and procedures governing voting and submission of ballots.

Furthermore, the Board of Directors shall have the power to authorize voting by the Owners through a secure, internet-based online voting system ("electronic voting"). The Board of Directors can adopt rules and regulations concerning the use of acceptable, verifiable means of technology, including electronic means for Owner notice, voting, signatures, consents and approvals. A verifiable electronic signature satisfies any requirements for signatures on documents. If an Owner either does not have the capability or desire to conduct business electronically, the Association shall make reasonable accommodation, at its expense, for the person to conduct business without the use of electronic or other similar means.

Section 2.15 Action by Written Ballots. In lieu of any meeting of the Voting Members, written, "mail-in" ballots may be utilized in the manner prescribed in the Nonprofit Act or the HOA Act. To be valid, the Association must deliver a written ballot to every Voting Member entitled to vote on the matter. The written ballot must set forth each proposed action and provide an opportunity for the Voting Member to vote for or against each proposed action. Approval by written ballot is only valid if the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing such action, and the number of approvals equals or exceeds the number of votes required to approve the matter at a meeting. A request for votes by written ballot must indicate the number of responses needed to meet the quorum requirements, state the percentage of approvals necessary to approve each matter, other than the election of directors, and specify the time by which a ballot must be received by the Association to be counted.

Section 2.16 Means of Communication. To avoid the costs of paper, postage and handling that would otherwise be incurred when distributing documents or information to Owners by regular mail, and also to be more efficient in transmitting information that Owners can receive even when out of town, the Association will, to the extent possible, make

Association matters available online through the Association's website (if any) and/or via email or similar means, including but not limited to:

a. Notices of Annual or Special Meetings

b. Proxies and Ballots

c. Annual Budgets

d. Nominees for the Board of Directors for an upcoming election

e. List of current members of the Board of Directors

f. Recorded copy of the Declaration and all amendments thereto

g. These By-Laws and the Plat Restrictions and all amendments thereto

h. Architectural or Design Guidelines if any

i. Architectural Request for Change form

j. Rules and Regulations adopted by the Board of Directors

k. Name of, and contact information for, the Association's property management company if any

l. Invoices, statements or coupon booklets for payment of Assessments

m. Voting through a secure website or equivalent

n. Payment of Assessments through a secure website or equivalent

For items listed above that the Association could email, the Owner must waive the right to receive the same by regular mail and agree to receive the same by email in the manner described in Section 2.5 above.

ARTICLE III

Board of Directors: Number, Powers, Meetings

Section 3.1 Governing Body: Composition. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one (1) vote. The Directors shall be Members in good standing, provided, however, no person and his or her spouse may serve on the Board at the same time. A Director must also maintain his or her primary residence within Meadowlark. In the case of a Member which is a corporation, partnership or limited liability

Company, the person designated in writing to the Secretary of the Association as the representative of such entity shall be eligible to serve as a Director.

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

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

a. **Election**. The President, Secretary and Architectural Review Committee Liaison shall be elected by the "Voting Members" at the Annual Meeting in even-numbered years. The Vice President, Treasurer, Grounds Liaison and the Social Committee Liaison shall be elected by the "Voting Members" at the Annual Meeting in odd numbered years.

b. **Term Length**. Each Director shall serve a term of two (2) years. Directors may be elected to serve any number of consecutive terms.

c. **Term End**. A Director's term shall end at the end of the two-year period, or if the Director ceases to be a Residence Unit Owner, or a Voting Member in good standing. Despite the expiration of a Director's term, the Director continues to serve until a successor is appointed or elected and qualified. The Board of Directors may elect a Director to serve out the remainder of the Board Member's current elected term.

Section 3.4 Removal of Directors and Vacancies.

a. **Removal**. One or more Directors may be removed by the Owners with or without cause if the number of votes cast to remove would be enough to elect the Director(s) at a meeting to elect Directors. One or more Directors may be so removed by the Voting Members only at a meeting called for the purpose of removing the Director(s). The meeting notice must state that the purpose of the meeting is for voting upon the removal of the Director(s). In such case, his or their successor(s) shall be elected at the same meeting from eligible Owners nominated at the meeting to serve for the remainder of the term(s) of the removed Director(s).

In addition, a Director may also be removed "for cause" by a two-thirds (2/3) vote of the remaining Directors. For purposes of this provision, an act that constitutes "for cause" includes, but is not limited to: (a) becoming ineligible to serve on the Board pursuant to any terms set forth in the Declaration, Articles or these By-

Laws; (b) acts of fraud, theft, deception, or criminal behavior; (c) breach or disclosure of confidential Board information or discussions to a person not on the Board; or (d) or any other actions not authorized by the Board which hinder or bypass the authority of the Board to act as a whole. Determination of whether "for cause" has been sufficiently established to justify removal of a Director is left to the sole discretion of the remaining Directors.

b. **Unexcused Absences and Delinquent Assessments owed by a Director**. Any Director who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of any assessment or other charges due the Association of more than thirty (30) days may be removed by a majority of the Directors present at a regular or special meeting at which a quorum of the Board is present, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term.

c. **Vacancy**. In the event of the death, disability, or resignation of a Director, a vacancy may be declared by the Board, and it may appoint a successor. Any Director appointed by the Board shall be selected from Members in good standing and shall serve for the remainder of the term of such Director who is no longer serving.

Section 3.5 Member Meetings.

a. **Annual**. Annual Meetings of the Members, as defined in Section 2.3 herein, shall be conducted by the President and Board of Directors at a time and place set by the Board of Directors.

b. **Special**. Special Meetings, as defined in Section 2.4 herein, shall be conducted by the President and Board of Directors at the time and place set by the Board. No business shall be transacted at a special meeting except as stated in the notice of the Special Meeting.

Section 3.6 Board Meetings.

a. **Regular**. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority vote of the Directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the time and place of the meeting shall be communicated to Directors not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any Director who has signed a waiver of notice or a written consent to holding of the meeting. Also, no written or verbal notice need be given to Directors for regularly scheduled Board meetings of which the Directors are already aware.

b. **Special**. Special meetings of the Board of Directors shall be held when called by written notice signed by the President of the Association or by any three (3) Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by one of the following methods:

(i) by personal delivery;

(ii) written notice by first class mail, postage prepaid;

(iii) by telephone communication, either directly or to the Director or to a person at the Director's office or home who would reasonably be expected to communicate such notice promptly to the Director; or

(iv) by E-Mail transaction on the Internet.

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

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

a. a quorum is present, and

b. either before or after the meeting each of the Directors not present signs a written waiver of notice, a consent need not specify the purpose of the meeting.

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

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

Section 3.9 Compensation. No Director shall receive any compensation from the Association for acting as such unless approved by Voting Members representing a majority of the Total Vote of the Association at a regular or special meeting of the Association; provided any

Director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other Directors.

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

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

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

a. **Agent Contact**. The Board of Directors shall delegate to one of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the managing agent or manager, if any, defined in Section 3.13 herein, which might arise between meetings of the Board of Directors. This contact will be the President unless another Officer or Director is designated by the Board.

b. **Establish Policies**. In addition to the duties imposed by these By-Laws, by the Declaration, or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to establish policies relating to, and shall be responsible for performing or causing to be performed, the following, by way of explanation, but not limitation:

(i) preparation and adoption, in accordance with the Declaration, of annual budgets in which there shall be established the contribution by each Owner to the Common Expenses;

(ii) making assessments to defray the Common Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment; provided, unless otherwise determined by the Board of Directors, the annual assessment for each Residence Unit Owner's proportionate share of the Common Expenses shall be payable in semi-annual payments, due and payable in advance of January 1st and due and payable in advance of July 1st of each year;

(iii) providing for the operation, care, upkeep, and maintenance of all of the Areas of Common Responsibility;

(iv) designating, hiring, and dismissing the personnel necessary for the operation of the Association and the maintenance, operation, repair, and replacement of its property and the Areas of Common Responsibility, and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;

(v) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to operate the Association; provided any reserve fund may be deposited, in the directors' best business judgment, in depositories other than banks;

(vi) making and amending rules and regulations;

(vii) opening of bank accounts on behalf of the Association and designating the signatories required;

(viii) making or contracting for the making of repairs, additions, and improvements to or alterations of the Areas of Common Responsibility in accordance with the other provisions of the Declaration and these By-Laws after damage or destruction by fire or other casualty;

(ix) enforcing by legal means the provisions of the Declaration, these By-Laws, and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Members concerning the Association;

(x) obtaining and carrying insurance including a directors and officers policy against casualties and liabilities, as provided in the Declaration, and paying the premium costs thereof;

(xi) paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Members;

(xii) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;

(xiii) making available to any prospective purchaser of a Residence Unit, any Owner of a Residence Unit, any first Mortgagee, and the holders, insurers, and guarantors of a first mortgage on any Residence Unit, current copies of the Declaration, the Articles of Incorporation, the By-Laws, rules governing the Residence Unit and Lot and all other books, records, and financial statements of the Association; and

(xiv) permitting utility suppliers to use portions of the Common Areas reasonably necessary to the ongoing development or operation of the Property.

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

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

Section 3.15 Rights of the Association. With respect to the Areas of Common Responsibility and in accordance with the Articles of Incorporation and the Declaration, the Association shall have the right to contract with any person for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or neighborhood and other owners' or residents' associations, both within and without the Meadowlark property. Such agreements shall require the vote or written consent, or any combination thereof, of a majority of the total number of Directors then serving.

Section 3.16 Enforcement of Covenant Violations.

a. **Process**. The process for enforcing the provisions of the Declaration, these By-Laws, Plat Covenants and Restrictions, or any rules and regulations duly adopted hereunder is described in Appendix C of the Declaration. If Owner or Occupant of said covenant violation fails to cure the violation within the stated time, the Board shall have the power:

(i) to cause the Association to correct the covenant violation at its own cost and expense or to seek legal counsel. All costs and expenses to correct the violation shall constitute a continuing lien upon the Residence Unit of the Owner or Occupant who has failed to resolve identified violation;

(ii) to suspend an Owner's right to vote in the Association;

(iii) to suspend an Owner's right (and the right of such Owner's family, guests, and tenants) to use any recreational facilities located in the Common Areas.

The Board shall have the power to impose all or any combination of these sanctions. An Owner shall be subject to the foregoing sanctions in the event of such a violation by such Owner, his family, guests, or tenants. Any such

suspension of rights may be for the duration of the infractions and/or any additional period thereafter.

b. **Enforcement Action**. Notwithstanding Section 3.16.a. above, and following the procedure stated in the Violation of Covenants Policy in Appendix C of the Declaration, a violation or threatened violation of any of the covenants and restrictions contained in the Declaration and the provisions contained in the Articles of Incorporation and these By-Laws, or any rules and regulations adopted hereunder shall be grounds for an action at law or equity instituted by the Association, acting through its Board of Directors, against any person violating or threatening to violate any such covenant, restriction, rule or regulation. Available relief in any such actions shall include the recovery of damages; injunctive relief, either to restrain the violation or threatened violation or to compel compliance with the covenants, restrictions, rules, and regulations; declaratory relief; the enforcement of any lien created by the covenants, restrictions, rules, or regulations, and the recovery of costs and attorneys' fees incurred by any party successfully enforcing such covenants, restrictions, rules, or regulations. Failure by the Association to enforce any covenant, restriction, rule, or regulation shall in no event be deemed a waiver of the right to do so thereafter; provided however, that no action shall be brought against the Association for failing to enforce or carry out any such covenants, restrictions, rules, or regulations.

Section 3.17 Enforcement of Assessment Collection.

a. **Process and Enforcement**. See Appendix A attached to the Declaration.

Section 3.18 Open Board Meetings. As and to the extent required by the HOA Act or any other applicable law, meetings of the Board of Directors shall be open to attendance by the homeowner members of the Association. The Board may meet in private "executive sessions" to discuss owner delinquencies, contract negotiations (i.e., bids), pending and current litigation with legal counsel, and legally confidential employment matters. The Board may adopt rules, regulations and procedures regarding administration of such meetings, including regulation of matters such as Owner participation, time limits for speaking, scheduling, agendas, and other administrative issues consistent with Indiana law, the Declaration and these By-Laws. It is recognized and understood that there may, from time to time, be disagreements with regard to certain issues. Notwithstanding such disagreements, Owners agree to conduct themselves at meetings in an appropriate, reasonable and adult-like fashion, and to abide by all rules and regulations governing administration of meetings as adopted by the Board. In the event that an Owner is repeatedly disruptive despite multiple warnings, makes threats of physical harm, commits an illegal or violent act, or otherwise acts in a threatening, violent, hostile, or unduly aggressive fashion, said Owner may be immediately removed from the meeting. In the event that the same Owner repeatedly acts in a hostile, threatening or violent manner at meetings, or is removed from two (2) consecutive meetings, said Owner may have his or her rights to attend Board and membership meetings temporarily suspended at the discretion of the Board. The

duration of such suspension shall be determined by the Board, factoring in the egregiousness of the Owner's conduct and the potential threat to the health, safety and welfare of other Owners.

ARTICLE IV

Duties of Officers and Liaisons

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

a. **The President:**

(i) shall be the chief executive officer of the Association, shall lead the Board meetings and the Annual and Special meetings, and shall take the lead in all proceedings with the Management Company;

(ii) will serve in this office exclusively, and hold no other office or position on a committee;

(iii) all correspondence issued by the Board should come from the President or Secretary, unless otherwise designated;

(iv) both the President and the Secretary shall sign minutes from Association and Board meetings, to indicate that the minutes are correct and have been approved;

(v) has the authority to approve up to five-hundred dollars ($500) in materials or services for the Association, without Board approval.

b. **The Vice President** shall perform the duties of the President when the President is unable to perform such duties, and assist the President with various projects, as assigned.

c. **The Secretary:**

(i) shall have the care and custody of the corporate records, shall attend all meetings of the Association and the Board and shall keep, or cause to be kept in a Minutes Book provided for such purpose, a true and complete record of all business conducted at the proceedings of such meetings when required. These minutes shall include an agenda for each meeting, and shall be provided to all Board Members and the Management Company no later than a week prior to the next scheduled meeting. At such meeting, the minutes will be voted on, either as presented or as corrected. Both the

Secretary and President shall sign minutes from Association and Board meetings, to indicate that the minutes are correct and have been approved;

(ii) at the Annual Meeting of the Association, the Secretary shall read the minutes from the previous Annual Meeting to be voted on;

(iii) besides the Minutes Book, the Secretary will electronically store all Association minutes, reports, contracts, and other business documents, making them accessible to all board members;

(iv) unless otherwise indicated, shall call and secure the location of the Association's Meetings;

(v) shall work with the Management Company in the preparation and shall also attend to the serving of all notices of the Association, and shall work with the Management Company in the preparation of all documents that the Management Company sends out under the name of the Meadowlark Homeowners Association, Inc.;

(vi) shall receive copies of all correspondence from Board members and shall maintain them in a Correspondence file; and

(vii) shall receive copies of all contractual documents, including quotes.

d. **The Treasurer** shall have the primary responsibility of working with the Management Company for the care and investment of the Association's funds and for the preparation of the budget presented at the Annual Meeting, under the direction of the Board, and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both. Monthly, the Management Company is to submit financial reports to the Board of Directors of the financial activity for the prior month. These are reviewed by the Treasurer and presented to the Board at the next meeting, or, if the Board is between meetings, the Management Company will provide these monthly reports to the Board via E-Mail. The Treasurer shall request copies of any invoice he or she feels is questionable, and besides the President, has the authority to contact the Management Company for any financial information. The Treasurer shall also present the Treasurer's report at the Association's Annual meetings.

e. **The Architectural Review Committee Liaison** shall be responsible for guiding this committee in the review and approval of all requests by Residence Unit Owners to make changes to their properties, as defined in Section 6.2 of the Declaration. The Liaison shall work with the Management Company on the coordination of such requests, and shall be responsible for maintaining a historical record of all requests. The Liaison shall present a written report at scheduled Board meetings, of the committee activity since the last meeting. The Liaison shall bring to the Board any questions that cannot be resolved by this Committee, and shall also review appeals with the Board for resolution.

f. **The Grounds Liaison** shall be the lead in identifying and prioritizing items pertaining to the appearance, maintenance, or safety of our neighborhood, and shall monitor and oversee the maintenance of Meadowlark's Common Grounds, such as front entrance curbs, plantings, and lighting; ponds, erosion issues, fountains; fences; trees/shrubs needing to be replaced; and pond and street signs. If maintenance is needed, the Liaison shall work with the Management Company to obtain quotes from up to three (3) sources to present to the Board. If Board decides to rebid the mowing or snow removal for the community, the Liaison shall work with the Management Company to obtain quotes from up to three (3) sources to present to the Board. The Liaison shall also present a written report at scheduled Board meetings of any activities that have occurred since the last meeting.

g. **The Social Committee Liaison** shall oversee:

(i) the Crime Watch committee: shall set the place and date for Crime Watch meetings, shall lead these meetings, and shall work with Block Captains and the local Police on matters related to this group;

(ii) the Welcome Committee: shall visit all new residents, providing them with a Welcome Packet containing information on all the community activities, Architectural Review Committee information, the Governing Documents of the Association, and other pertinent information; and

(iii) other social events and tasks as designated from time to time by the Board; and

(iv) the Liaison shall present a written report at scheduled Board meetings of any activities that have occurred since the last meeting for any of the above.

Section 4.2 **Required Meeting Attendance**. All Board Members are required to attend monthly or quarterly Board meetings, the Annual Homeowners Meeting, and other social events sponsored by the Board.

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

Section 4.4 **Agreements, Contracts, Deeds, Leases, Checks**. All agreements, contracts and other instruments of the Association shall be executed by the President, or by such other person or persons as may be designated by resolution of the Board of Directors.

ARTICLE V

Committees

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

a. **Appointment of Standing Committees**. At such time as the need for a particular committee arises, the Board of Directors shall establish a committee and appoint a Chairperson for that committee. The Chairperson shall appoint committee members, if needed, from Association Members in good standing. All committee members shall have voting rights on that committee.

b. **Term**. A committee and its members shall serve for a period of one (1) year, and, at the discretion of the Board, may continue to serve as long as the committee is functioning.

c. **President Excluded from Serving on Committees**. The President of the Board shall not serve on any committee while serving as President of the Board of Directors.

d. **Disbanding**. The Board may at any time, by way of a duly called Board quorum vote, disband a committee and dismiss the Chairperson and committee members.

e. **Required Reports**. Prior to each Board meeting, a committee Chairperson shall submit to the Board a report in writing on any committee activity since the last report.

f. **Committee Correspondence File**. All Correspondence by any member of a Committee shall be maintained in a Correspondence file, and shall be available to the Board upon request. If a committee is disbanded, such Correspondence file shall be turned over to the Secretary of the Board.

ARTICLE VI

Miscellaneous

Section 6.1 **Fiscal Year**. The fiscal year of the Association shall be the calendar year, January 1st through December 31st. The Management Company shall provide all year-to-date reports to the Board at least thirty (30) days prior to the date of the Annual Meeting and all year-end reports to the Board by January 31st.

Section 6.2 **Parliamentary Rules**. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings

when not in conflict with Indiana law, the Articles of Incorporation, the Declaration, or these By Laws.

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

Section 6.4 Books and Records.

a. **Minutes Book**. The Board Secretary shall maintain a Minutes Book for all Association and Board meetings, as defined in Section 4.1.c. and Section 3.10, and both the Secretary and President shall sign said minutes for a Board or Annual Meeting to indicate the minutes are correct and have been approved. Besides the Minutes Book, the Secretary shall electronically store all Association minutes, reports, contracts, and other business documents, making them accessible to all Board members.

b. **Correspondence Files.**

(i) A copy of all correspondence from Board Members shall be given to the Board Secretary for keeping in a Correspondence File. All correspondence by the Board should come from the President or Secretary, unless otherwise designated.

(ii) All Correspondence by any member of a Standing Committee shall be maintained in Committee Correspondence files, and shall be available to the Board upon request. This includes but is not exclusive to Architectural Review Committee submissions, Welcome Committee reports, Crime Watch reports, and all other Social Events reports. The Secretary shall electronically store all Committee Correspondence files, making them accessible to all board members.

(iii) If a committee is disbanded, such Correspondence file shall be turned over to the Secretary of the Board.

c. **Inspection by Directors**. Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make a copy of relevant documents at the expense of the Association, such expense to be reasonable.

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

a. **To Owner/Member**. If to an Owner/Member or Voting Member, at the address which the Member or Voting Member has designated in writing and filed with the

Secretary or Management Company, or, if no such address has been designated, at the address of the Residence Unit of such Member or Voting Member.

b. **To Board or Management Company**. If to the Board of Directors or the Managing agent, at the principal office of the Association or the Managing agent, if any, or at such other address as may be designated by notice in writing to the Members pursuant to this Section.

Section 6.6 Amendment. The Association's Board of Directors may unilaterally amend these By-Laws at any time and from time to time without a vote by the Voting Members if such amendment is:

a. **For Compliance**. Necessary to bring any provision hereof into compliance with any applicable governmental statutes, rules or regulations, or judicial determination;

b. **For Title Insurance**. Necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots/Dwellings;

c. **For Governmental Lenders**. Required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Veterans Administration or any other governmental agency, to enable such lender or purchaser to make or purchase mortgage loans on the Lots/Residence Units; or

d. **For Agencies to Insure Mortgage Loans**. Necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots/Residence Units; provided, however, any such amendment shall not adversely affect the title to any Lot/Residence Unit unless the Owner shall consent thereto in writing.

e. **Voting Requirements**. Except for the reasons set forth in Sub-Sections 6.6(a), (b), (c) and (d) above, these By-Laws may be amended:

(i) when there is a Quorum of twenty-five percent (25%) of the Voting Members (members "in good standing") of the Association, represented either in person or by proxy at a special meeting for that purpose, and

(ii) upon the affirmative vote of at a majority (50% +1) of the total votes cast by the homeowners present and by proxy ("Majority Vote").

ARTICLE VII

Records Of The Association

Section 7.1 **In General**. Current copies of the Declaration, the Plat Restrictions, the Articles, the By-Laws, rules and regulations, financial documents and other corporate documents concerning the Meadowlark subdivision or the Association and its operation required to be kept and made available for inspection shall be available for inspection by any member or other properly designated party at the principal office of the Association during reasonable business hours or under other reasonable circumstances, where copies of the same may be purchased at reasonable cost. The Association shall keep detailed books of account showing all expenditures and receipt of administration which shall specify the maintenance and repair expenses of the Common Areas, all easements, and any other expenses incurred by or on behalf of the Association and the members.

The accounts, books, records, financial statements, and other papers of the Association shall be open for inspection by any member upon written request submitted to the Board at least five (5) days in advance of the proposed inspection date, and said inspection is to be made during reasonable business hours or under other reasonable circumstances. However, pursuant to the HOA Act, the Association is not required to make available for inspection to a member any records that were created more than two (2) years before the request (or for such different timeframe set forth in the HOA Act as it may be amended in the future). Any holder, insurer, or guarantor of a first mortgage on a Lot shall be entitled upon written request to receive a financial statement for the immediately preceding fiscal year.

The Association reserves the right to require any member desiring to inspect the books, records, financial statements, and other papers of the Association to comply with the requirements set forth under the Nonprofit Act and the HOA Act, and any amendments or re-codification subsequently adopted thereto.

The Association reserves the right to deny any request by a member for inspection of the Association's roster of members, including mailing addresses of members, which the Board of Directors determines: (a) was not made in good faith or for a proper purpose; (b) the member fails to describe with reasonable particularity the purpose of the inspection; (c) the purpose is not directly related to the operation of the Association; or (d) was made to solicit money or property, or for a commercial purpose, or for marketing or advertising purposes.

ARTICLE VIII

Grievance Resolution Procedures

Section 8.1 **Grievance Resolution Procedures**. Effective July 1, 2015, Indiana enacted a statute that requires many disputes involving an Indiana homeowners association to be addressed through a grievance resolution procedure before a lawsuit can be filed in court. Currently, that statute is found in the HOA Act at Indiana Code 32-25.5-5. To comply with the

spirit and intent of that statute, all Members of the Association, the Board of Directors, the Officers of the Association, and committee members agree to encourage the amicable resolution of disputes involving the Meadowlark neighborhood and to avoid the emotional and financial costs of litigation if at all possible. They all are deemed to covenant and agree that the statutorily mandated grievance resolution procedures shall apply to any claim covered by the Indiana statute, subject to the claims that the statute lists as being exempt from those required procedures. (For example, one of the exempt claims is a claim by the Association for unpaid Assessments and any action by the Association to collect Assessments.)

Executed this 9th day of July, 2024.

MEADOWLARK HOMEOWNERS ASSOCIATION, INC.

Paula Moore
Paula Moore, President

Attest:

Shirley T. Hargis
Shirley T. Hargis, Secretary

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202413291 COV $25.00
7/29/2024 1:29:22 PM 43 PGS
Laura Herzog
Hendricks County Recorder IN
Recorded as Presented

202416596 COV $25.00
9/16/2024 8:16:33 AM 48 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: 200100011245; 201623697 **Effective date is 7/29/24**

SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF MEADOWLARK LAKES AND VILLAS

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SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF MEADOWLARK LAKES AND VILLAS

A Subdivision located in Hendricks County, Indiana

This Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of Meadowlark Lakes and Meadowlark Villas was executed as of the date set forth hereafter.

WITNESS THAT the following facts are true:

The Meadowlark subdivision located in Hendricks County, Indiana was established by a certain "Declaration of Covenants, Conditions and Restrictions of Meadowlark" which was filed with the Office of the Recorder of Hendricks County, Indiana, on April 30, 2001, as Instrument No. 200100011245, said Declaration was subsequently amended and restated with the recording of the "Amended and Restated Declaration of Covenants, Conditions and Restrictions of Meadowlark" filed with the Office of the Recorder of Hendricks County, Indiana, on October 11, 2016, as Instrument No. 201623697, being hereafter referred to as the "Declaration"; and

The Declaration, together with a plat, established the initial Lots (plus Common Areas) and established the mechanism by which the developer would later add more Lots and Common Areas, subject to the Original Declaration. Eventually, a total of two hundred ten (210) Residence Units and Lots, and Common Areas, were established to comprise the Meadowlark subdivision.

The Owners of said Residence Units and Lots desire to amend certain provisions of the Declaration and to restate the same for the convenience of the Owners such that this Second Amended and Restated Master Declaration of Covenants, Conditions and Restrictions in no way nullifies or changes the Declaration or the effective date of the Declaration. However, upon the date of recording of this Amended and Restated Declaration with the Hendricks County Recorder's Office, the Declaration shall no longer be in effect and shall be replaced by the following.

Article XI, Section 11.1 of the Declaration allows for amendments to the Declaration by 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. 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 Declaration pursuant to the terms below; and

The Original Declaration contained a legal description in Exhibit "A" attached thereto. For historical purposes, this legal description may be referred to from time to time, and therefore, for cross-reference purposes, one should refer to them as they were filed with the Hendricks County Recorder. Those legal descriptions, however, are not included in this Amended and Restated Declaration. Except as to any legal descriptions in the Declaration that remain relevant, all other provisions of the Original Declaration are hereby modified in their entirety and superseded by this Second Amended and Restated Declaration.

NOW, THEREFORE, the Owners in Meadowlark hereby amend and restate the Declaration such that all of the platted Residence Units, Lots and lands located within Meadowlark as they have been platted are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following restrictions, all of which were and are declared and agreed to be in furtherance of a plan for the improvement and sale of said Residence Units, Lots and lands in Meadowlark. Such restrictions below were and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the development as a whole and of each of said Residence Units and Lots situated therein. All of the restrictions shall run with the land and shall be binding upon the Owners and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to such restrictions, and shall inure to the benefit of all successors in title to any real estate in the development. Now, therefore, the Declaration which is applicable to all Owners and residents within Meadowlark is hereby amended and restated as follows:

ARTICLE I

Definitions

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

Section 1.1 **"Association"** means Meadowlark Homeowners Association, Inc., an Indiana not-for-profit corporation, including both Meadowlark Lakes and Meadowlark Villas, which was created when its Articles of Incorporation were filed with the Indiana Secretary of State on June 8, 2001, and it successors and assigns. (See Article V herein.)

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

Section 1.3 **"Architectural Review Committee"** means the architectural review committee established pursuant to Section 6.1 herein. (Also see the Plat Covenants for additional information.)

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

a. Common Areas ("CA"): These areas are available to all residents and their guests for walking and other activities under the rules and regulations of the Association. (See Plat Covenants #2.a.)

b. Landscape and Restrictive Common Areas ("LRCA"): These areas are set aside for landscaping and restricted areas and are not for activities. (See Plat Covenants #2.b.)

c. Limited Common Area Easement ("LCA"): These areas are set aside as landscape buffers for Meadowlark and are part of a Lot. The Association may use the LCA for landscaping or other type of easement for the benefit of the Association and shall be subject to all of the covenants and restrictions contained in Section 1.6.b. regarding Landscape Easements. No structure including dwellings, patios, fences, porches, etc., shall encroach in the Limited Common Area Easement. The Association shall maintain the LCA along Raceway Road and may maintain the LCA along the North, West, and South property lines. (See Plat Covenants #2.c.)

Section 1.5 **"Common Expenses"** means (i) expenses of and in connection with the maintenance, repair or replacement of the Common Areas and the performance of the responsibilities and duties of the Association, including (without limitation) expenses for the improvement, maintenance or repair of the improvements, lawn, foliage and landscaping except for lawn maintenance as described herein, (unless located on an Easement located on a Lot to the extent the Association deems it necessary to maintain such Easement), (ii) expenses of and in connection with the maintenance, repair or continuation of the drainage facilities located within and upon the Easements, (iii) all judgments, liens and valid claims against the Association, (iv) all expenses incurred to procure liability, hazard and any other insurance with respect to the Common Areas, (v) all expenses incurred in the administration of the Association, and (vi) any other expenses deemed appropriate by the Board.

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

a. Drainage and Utility Easements and Drainage Easements. There are areas of ground on the Plat marked "Drainage and Utility Easement" ("D & UE") and Drainage Easements ("DE") that are reserved (i) for the use of all public utility

companies (not including transportation companies), governmental agencies and the Association for access to and installation, maintenance, repair or removal of poles, mains, ducts, drains, lines, wires, cables and other equipment and facilities for the furnishing of utility services, including but not limited to water, sanitary sewers, telephone services, electric utility services, natural gas utility service (if applicable), storm sewers, internet services and cable television services; and (ii) for the use of the Association and applicable governmental entities located in Hendricks County, Indiana for access to and maintenance, repair and replacement of such drainage system and for access to and maintenance, repair and replacement of the sanitary sewer system and any other publicly maintained utilities. The Owner (as herein defined) of any Lot/Residence Unit in Meadowlark subject to such Drainage and Utility Easements including any builder shall be required to keep the portion of said Easements on the Lot free from obstructions so that the storm water drainage will be unimpeded and will not be changed or altered without a permit from the applicable governmental entities located in Hendricks County and prior written approval of the Board. (See Plat Covenants #3.a.)

b. Landscape Easements. There are areas of ground on the Plat marked LRCA and LCA which shall also be known to include and be "Landscape Easements" ("LE"). Landscape Easements are reserved for the use of the Association for access to and installation, maintenance, repair, and replacement of trees, foliage, landscaping, walks and other improvements. Except as installed by 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. The Landscaping located within any Landscape Easement shall be maintained by the Association, and the cost of such maintenance shall be a Common Expense. The Association shall have an easement of ingress and egress on and over such designated areas for the purpose of this maintenance obligation. Except for the maintenance of a Landscape Easement area as set forth above, the landscaping features located within a Landscape Easement area shall not be altered or removed without the prior written approval of the Board and the Town of Plainfield. (See Plat Covenants #3.b.)

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

Ingress/Egress Easement shall be maintained by the Association and the cost of such maintenance shall be a Common Expense. (See Plat Covenants #3.c.)

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

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

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

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

Section 1.11 **"Voting Member"** means a Residence Unit Owner/Member in good standing (as defined in By-Laws Section 1.3.b.) and who has one (1) vote per Residence Unit. Also see Section 5.2 herein.

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

Section 1.13 **"Majority Vote"** means that once a quorum is met, the affirmative votes cast are equal to or greater than a majority (50% +1) of the total votes cast by Members in Good Standing who are present in person and by proxy at a meeting.

Section 1.14 **"Plat"** means a duly approved final plat of any part of the Meadowlark real estate as recorded with the Hendricks County Recorder.

Section 1.15 **"Residence Unit"** means one-half (1/2) of a building designed for residential occupancy including one-half (1/2) of the thickness of any party wall separating the Residence Unit from another Residence Unit comprising the building (Lakes) and/or a single building designed for residential occupancy (Villas). A Lot may contain one (1) Residence Unit in Meadowlark Villas or two (2) Residence Units in Meadowlark Lakes.

Section 1.16 **"Meadowlark"** means the Meadowlark Lakes and Villas residential community, including all of the Lots, Residence Units and Common Areas.

Section 1.17 **"Governing Documents"** means this Declaration, the Plat Covenants and Restrictions, the Association's By-Laws, the Architectural Guidelines, and the rules and regulations adopted by the Board, all as the same may be amended from time to time.

ARTICLE II

Applicability

All Owners, their tenants, guests, invitees, and mortgagees, and any other person using or occupying a Residence Unit or any other part of Meadowlark shall be subject to and shall observe and comply with the covenants, conditions, restrictions, terms and provisions set forth in the Governing Documents.

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

ARTICLE III

Property Rights

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

a. Admission. The right of the Association to charge reasonable admission and other fees for the use of the recreational facilities, if any, situated upon the Common Areas;

b. Assessments. The right of the Association to make reasonable regular assessments for use and maintenance of the Common Areas;

c. Common Areas. The right of the Association to dedicate or transfer all or any part of the Common Areas or to grant easements to any public agency, authority or utility for such purposes and subject to such conditions as may be set forth in the instrument of dedication or transfer;

d. Provisions. The terms and provisions of this Declaration;

e. Easements. The Easements reserved elsewhere in this Declaration and in any Plat of any part of Meadowlark;

f. Limit Of Use. The right of the Association to limit the use of Common Areas in a reasonable nondiscriminatory manner for the common good;

g. Violations. The right of the Association to notify any Owner and Occupant who fails to comply with the Governing Documents and demand the remedy of the violation through the Owner's efforts, within twenty (20) days after such notice, as defined in By-Laws Section 3.16 and Appendix C herein. In the event an Owner fails to fulfill the foregoing obligation, the Board of Directors shall have the right, but not the duty, to take all appropriate remedial action and/or institute and prosecute such action as attorney-in-fact for an Owner and at an Owner's sole cost and expense, including all late fees and legal fees incurred. Said costs and expenses will be considered to be a Special Assessment against the Owner and the Owner's Lot/Residence Unit, and shall be due and payable upon demand by the Association and shall be deemed to constitute a lien on the particular Residence Unit involved; and

h. Enforce Collection. The right of the Association to enforce collection of violation resolution expenses and legal fees and regular or special assessments through the imposition of a lien pursuant to Section 7.5.

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

Section 3.3 Ownership of the Common Areas. The Association is the legal owner of all Common Areas.

ARTICLE IV

Use Restrictions

Section 4.1 Maintenance of Character of Meadowlark as Owner-Occupied. It is the intent and desire of the Association and its Members to substantially maintain the character of Meadowlark as a Deed-Restricted, owner-occupied residential community. To maintain such character, the lease or rental of any Residence Unit shall be subject to the provisions of Article XIV.

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

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

Section 4.4 **Animals**. No animals, livestock or poultry of any kind shall be raised, bred or kept in any Residence Unit, or on any Lot or any of the Common Area, except that pet dogs, cats or customary household pets may be kept in a Residence Unit, provided that such pet is not kept, bred or maintained for any commercial purpose, and does not create a nuisance. Pet dogs and cats shall be taken outdoors only under leash and while attended by its Owner. Each Owner shall be responsible for removing excrement left by that Owner's pet dog or cat on its own Lot, any other Lot or in any Common Areas so as not to create a nuisance. The Association shall not be liable for any injury or damage to persons or property, including the Common Area, caused by any pet. No more than three (3) animals (dogs and cats) may be kept in a Residence Unit (as stated in Town of Plainfield Ordinance 1-90), and the Board may adopt such other rules and regulations regarding pets as it may deem necessary from time to time, including without limitation, a restriction on the number of pets, the prohibition of particular species or breeds, and the prohibition of pets in particular areas of Meadowlark. Any pet dog or cat, which, in the judgment of the Board, is causing or creating a nuisance or unreasonable disturbance or noise or damage to a neighbor's body or property, shall be permanently removed from Meadowlark within twenty (20) days after written notice from the Board. (See Plat Covenants #8 and #9).

Section 4.5 **Prohibited Activities**. No noxious or offensive activity shall be carried on upon any Lot or Common Areas, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Meadowlark neighborhood. Violation of any ordinance governing noise, building or lot maintenance, or any other public nuisance shall be deemed to be a nuisance creating rights in every affected Owner and the Association to enforce the provisions hereof against the offending Owner. Each Lot and all Common Areas shall be kept and maintained in a sightly and orderly manner and no trash or other rubbish shall be permitted to accumulate thereon. The Board of Directors shall promulgate and enforce such rules and regulations as it deems necessary for the common good in this regard. (See Plat Covenants #8, #9 and #13.)

Section 4.6 **Signs.**

a. Business. No signs of any nature, kind or description shall be erected, placed, displayed or maintained on or in front of any Lot which identify, advertise or in any way describe the existence or conduct of a home business. (See Plat Covenants #11.a.)

b. For Sale. One (1) "For Sale" sign per residence, whether by realtor or Owner, shall be permitted between the sidewalk and the Residence Unit on the Owner's Lot. (See Plat Covenants #11.b. for additional conditions.)

c. Other. (See Plat Covenants #11.c.)

   (i) Signs for Vendors that perform work on a Residence Unit/Lot may be displayed for thirty (30) days from the date of the work.

(ii) Political signs and signs for a school, church, or community event may be displayed beginning thirty (30) days before and ending five (5) days after the date to which the sign relates.

(iii) Permission to display any other special signs must be requested of the Board of Directors.

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

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

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

Section 4.10 Lakes/Ponds. With respect to any lake or pond located within the Meadowlark subdivision owned by the Association, there shall be no swimming, fishing, boating, ice skating, or other recreational activities permitted thereon and no Owner shall construct or locate any dock, deck, pier or float adjacent to or upon any lake or pond within Meadowlark. No fishing is allowed by persons who are not Owners in Meadowlark, or are not

family, guests or tenants of these Owners. (See Plat Covenants #27.b. for additional fishing restrictions.)

ARTICLE V

Association

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

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

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

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

Section 5.5 **Board of Directors**. The members of the Association shall elect a Board of Directors of the Association (the "Board" or "Board of Directors") as prescribed by Article VI of the Articles of Incorporation and Article III of the By-Laws. The Board of Directors of the Association shall manage the affairs of the Association and may appoint Standing committees as deemed necessary. (See By-Laws Article V.)

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

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

a. Maintenance of the Common Areas, including any and all improvements thereon in good repair as the Association deems necessary or appropriate.

b. Installation and Replacement of any and all improvements, signs, lawn, foliage and landscaping in and upon the Common Areas as the Association deems necessary or appropriate.

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

d. Replacement of the Drainage System in and upon the Common Areas as the Association deems necessary or appropriate and the maintenance of any drainage system installed in or upon the Common Areas by the developer of Meadowlark or the Association. Nothing herein shall relieve or replace the obligation of the Owner of a Lot subject to an Easement to keep the portion of the drainage system and Drainage and Utility Easement on the Lot free from obstructions so that the storm water drainage will be unimpeded.

e. Insurance Coverage. Procuring and maintaining for the benefit of the Association, its officers, its Board of Directors and the Owners, the insurance coverage required under this Declaration and such other insurance as the Board of Directors deems necessary or advisable.

f. Taxes. Payment of taxes, if any, assessed against and payable with respect to the Common Areas.

g. Common Expenses. Assessment and collection from the Owners of the Common Expenses.

h. Management, Snow Removal and Other Services. Contracting for such services as management, snow removal, Common Area maintenance, security control, or other services as the Association deems necessary or advisable. Snow removal shall include streets, driveways, and sidewalks from driveway to front door of Residence Units. Driveways with parked vehicles will not be plowed.

i. Enforcing the rules and regulations of the Association and the requirements of this Declaration and the zoning covenants and commitments.

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

Section 5.9 Non-Liability of Board of Directors/Officers and Committee Members. The Directors/Officers of the Board of Directors of the Association, members of the Architectural Review Committee, Grounds and Social Committees, and members of Standing Committees appointed by the Board shall not be liable to the Owners or any other persons for any error or mistake of judgment in carrying out their duties and responsibilities as Directors/Officers of the Board of Directors of the Association, as members of the Architectural Review Committee, Grounds and Social Committees, or as members of Standing Committees appointed by the Board, except for their own individual willful misconduct or gross negligence. It is intended that the Directors/Officers of the Board of Directors of the Association, members of the Architectural Review Committee, Grounds and Social Committees, and members of Standing Committees appointed by the Board shall have no personal liability with respect to any contract made by them on behalf of the Association except in their capacity as Owners.

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

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

ARTICLE VI

Architectural Review Committee

Section 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 up to seven (7) members appointed from members in good standing, from time to time, by the Board of Directors. To be appointed and to be able to continue to serve on the Architectural Review Committee, all members must remain in good standing and not be in violation of any provision of this Declaration or the Plat Covenants. 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 be expected to attend Board meetings, and he or she shall have 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.

Section 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 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 Meadowlark subdivision and to preserve the harmonious relationship among structures and the natural vegetation and topography. (See Plat Covenants #29 and #30.)

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:

(a) flower beds, flowers, shrubbery, mulch, edging, decorative low planting area walls or berms, and small ornamental trees.

(b) 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.

(c) flower beds, mulch and edging around tree rings.

(d) 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.

(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. Effective April 1, 2026 these do require approval from the Architectural Review Committee:

(a) 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 allowed in Plat Covenants #31; as of 4/1/26, shutter/door color can be changed so long as it is on the Approved Colors list;

(b) painting of existing doors, storm doors, garage doors, windows, shutters, and 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 allowed (see Plat Covenants #31);

(c) 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 or materials requires approval from the Architectural Review Committee;

(d) replacement of garage light fixtures, so long as the replacement is a dusk-to-dawn fixture and is harmonious with the neighborhood (see Plat Covenants #26);

(e) 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. With the exception of the "new" items listed in Section 6.2.c.(i)(a) above, any "new" exterior installation requires approval from the Architectural Review Committee, 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; 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 6.2.c.(iii) below); and walkways. 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 easements. Colors must be one of the approved colors allowed. (See Plat Covenants #31.)

(iii) New Structure Requirements.

(a) 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.

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

(c) 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.

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

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. It if 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. It if 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 or her 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. herein.) 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 Lot 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 Sections 7.4 and 7.5 herein).

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: cooking on stoves in garages (see Plat Covenants #21), additional driveways, permanent and portable basketball goals, 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) herein 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 #29.)

g. Power of Approval. Upon receipt of the Requested Change form and all supporting documentation, as required under Section 6.2.e. herein, 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 bring the request to the Board for review. The decision of the Board is final. 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. herein 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 Meadowlark subdivision;

(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 Meadowlark subdivision 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 Meadowlark subdivision, as long as the same are not inconsistent with this Declaration or such Plat(s). 4/1/26: See the "ARC Requirements" page for the latest information.

j. Appeal Process. An Owner may appeal a request denied by the Architectural Review Committee by submitting an appeal in writing to the Association's 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. The Owner will be informed in writing of the Board's decision and the decision of the Board is final.

Section 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.

Section 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.

Section 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) herein.

(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. herein) 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) herein. 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 Sections 7.4 and 7.5 herein.

ARTICLE VII

Assessments

Section 7.1 Purpose of Assessments. The purpose of Regular and Special Assessments (as herein defined) is to provide funds to maintain and improve the Common Areas and related facilities for the benefit of the Owners, and the same shall be levied for the following purposes: (i) to promote the health, safety and welfare of the residents occupying the Meadowlark subdivision; (ii) for the improvement, maintenance and repair of the Common Areas, the improvements, lawn foliage and landscaping within and upon the Common Areas, any Drainage and Utility Easement and the drainage system; (iii) the maintenance and repair of ponds and fountains in the Common Areas; and (iv) for the performance of the responsibilities specifically provided for herein. A portion of the Regular Assessment may be set aside or otherwise allocated in a reserve fund for the purpose of providing repair and replacement of any capital improvements which the Association is required to maintain.

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

a. Assessments per Residence Unit Type. The Regular Assessment on any Residence Unit shall be determined by Resident Unit type: Lakes home or Villas home. The Assessments for Lakes Residence Unit homes shall be $475 semi-

At the Annual Meadowlark HOA Meeting on 10/08/2024, the assessments were increased 5% by a "Majority Vote" of Meadowlark homeowners. ***Effective 01/01/2025*** *the assessments are:*
Lakes Homes = $499 *semi-annually and* ***Villas Homes = $590*** *semi-annually*

annually, and Villas Residence Units shall be $562 semi-annually, payable as stated in Section 7.2.d. below. *See red text above.*

b. Increase. The Regular Assessment on Residence Units for any calendar year may be increased, but only at a duly constituted meeting of the members of the Association called for such purpose. Such meeting must have a Quorum represented (twenty-five percent (25%) of Voting Members), in person or by proxy. To pass the Regular Assessment adjustment, a "Majority Vote" is required. See Covenants Section 1.13.

c. Notice of Change. The Board of Directors of the Association shall fix the amount of the Regular Assessment at least thirty (30) days in advance of each annual assessment period. Written notice of the Regular Assessment, any Special Assessments and such other assessment notices as the Board of Directors shall deem appropriate, shall be sent to each Owner subject thereto. The due dates for all assessments shall be established by the Board of Directors in said notices. The Board of Directors may provide for reasonable interest, lien fees, late charges on past due installments of assessments and attorney fees.

d. Due Date. Annual Assessments shall be paid in two (2) semi-annual payments; the first due on or before January 1st, and the second due on or before July 1st of each year.

Section 7.3 Special Assessments. In addition to Regular Assessments, the Board of Directors of the Association may make Special Assessments against each Residence Unit, for the purpose of defraying, in whole or in part, the cost of constructing, reconstructing, repairing or replacing any capital improvement which the Association is required to maintain or the cost of special maintenance and repairs or to recover any deficits (whether from operations or any other loss) which the Association may from time to time incur, but only with the assent of the Voting Majority of members of the Association who are eligible to cast votes in person or by proxy at a duly constituted meeting of the members of the Association called for such purpose, as detailed in Section 7.3.a. below. Any proposed Special Assessment for Common Area or capital improvements shall be assessed equally among all Residence Units. However, any proposed Special Assessment regarding operating deficits, losses, or special maintenance projects shall be assessed as proposed for a vote and may be tiered based on type of Residence Unit. Special Assessments may also be assessed against any Owner for violating the covenants and restrictions in this Declaration or the Plat Covenants and Restrictions as provided in Section 7.3.c. below.

a. A Special Assessment for the Meadowlark Community can be made only at a duly constituted meeting of the members of the Association, called for such purpose. Such meeting must have a Quorum represented (twenty-five percent (25%) of Voting Members, in person or by proxy), and a majority (50% +1) of the votes cast by those Owners in "good standing" that are present and by proxy (Majority Vote) is required to pass the Special Assessment.

b. Commencement/Due Date. Written notice of any approved Special Assessment for the Meadowlark community shall be sent to each Owner subject thereto, and a Special Assessment shall commence as to each Residence Unit on the first day of the calendar month following sixty (60) days after approval of the Special Assessment, or at a date decided by the Board.

c. A Special Assessment for a Homeowner Covenant Violation. Without approval of the members, a Special Assessment may be assessed against an Owner for violating the covenants and restrictions in this Declaration or the Plat Covenants and Restrictions, resulting in charges for legal action or corrective action taken by the Board, as stated in Section 3.1.g., and the policy stated in Appendix C herein.

Section 7.4 Failure of Owner to Pay Assessments.

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

entitled to recover from the Owner of the respective Residence Unit, costs and expenses incurred, including but not limited to reasonable attorneys' fees, lien fees, late charges on past due installments of assessments, interest from the date such assessments were due until paid, and other expenses incurred by the Association to its Management Company for administering, monitoring or processing delinquent Owners' accounts.

b. Lien. Notwithstanding anything contained in this Section 7.4 or elsewhere in this Declaration, any sale, or transfer of a Residence Unit to a Mortgagee pursuant to a foreclosure of its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in the manner provided by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid assessments (or periodic installments, if applicable) which became due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien shall not relieve the prior Owner from personal liability therefore. No such sale, transfer or conveyance shall relieve the Residence Unit, or the purchaser thereof, at such foreclosure sale, or the grantee in the event of conveyance in lieu thereof, from liability for any assessments (or periodic installments of such assessments, if applicable) thereafter becoming due or from the lien, therefore.

c. Covenant Violation Special Assessment Action. A Special Assessment assessed to an Owner for corrective action taken by the Board to resolve a covenant violation as stated in Section 3.1.g. and Appendix C herein, will be pursued as described in Section 7.5 below. Such Special Assessment shall include all costs and expenses incurred by the Board to correct the violation, including reasonable interest, lien fees, late charges on past due installments of the Special Assessment and attorneys' fees.

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

Owner's successors in title unless expressly assumed by them. The Association, upon request of a proposed Mortgagee or proposed purchaser having a contractual right to purchase a Residence Unit, shall furnish to such Mortgagee or purchaser a statement setting forth the amount of any unpaid Regular or Special Assessments or other charges against the Residence Unit/Lot. Such statement shall be binding upon the Association as of the date of such statement.

Section 7.6 Expense Incurred to Clear Easement Deemed a Special Assessment. As provided in Section 1.6 herein, the Owner of any Residence Unit/Lot subject to an Easement, including any builder, shall be required to keep the portion of the Easement on the Lot free from obstructions so that the storm water drainage will not be impeded and will not be changed or altered without a permit from the applicable governmental entities located in Hendricks County, Indiana and prior written approval of the Association. Also, no structures or improvements, including without limitation decks, patios or fences of any kind, shall be erected or maintained upon said Easements, and any such structure or improvement so erected shall, at the Association's written request, be removed by the Owner at the Owner's sole cost and expense. If, within thirty (30) days after the date of the Association's written request, such Owner shall not have commenced and diligently and continuously effected the removal of any obstruction of storm water drainage or any prohibited structure or improvement, the Association may enter upon the Lot and cause such obstruction, structure or improvement to be removed so that the Easement is returned to its original designed condition. In such event, the Association shall be entitled to recover the full cost of such work from the offending Owner and such amount shall be deemed a Special Assessment against the Residence Unit/Lot owned by such Owner which, if unpaid, shall constitute a lien against such Residence Unit/Lot and may be collected by the Association pursuant to this Article VII in the same manner as any other Regular Assessment or Special Assessment may be collected.

ARTICLE VIII

Insurance

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

Section 8.2 Liability Insurance. The Association shall also purchase and maintain a master comprehensive public liability insurance policy in such amount or amounts as the Board

of Directors shall deem appropriate from time to time, but in any event with a minimum combined limit of One Million Dollars ($1,000,000) per occurrence. Such comprehensive public liability insurance shall cover all of the Common Areas and shall inure to the benefit of the Association, its Board of Directors, officers, agents and employees, any committee of the Association or of the Board of Directors, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Meadowlark subdivision.

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

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

ARTICLE IX

Maintenance

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

Section 9.2 Damage to Common Areas. In the event of damage to or destruction of any part of the Common Areas or any improvements which the Association is required to maintain hereunder, the Association shall repair or replace the same to the extent of the availability of insurance proceeds. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a Special Assessment against all Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds or against such Owners who benefit by the Special Assessments if less than all benefit. Notwithstanding any obligation or duty of the Association hereunder to repair or maintain the Common Areas, if, due to the willful, intentional or negligent

acts or omissions of any Owner or of a member of the Owner's family or of a guest, tenant, invitee or other occupant or visitor of such Owner, damage shall be caused to the Common Areas, or if maintenance, repairs or replacements shall be required thereby which would otherwise be a Common Expense, then the Association shall cause such repairs to be made and such Owner shall pay for such damage and such maintenance, repairs and replacements, unless such loss is covered by the Association's insurance with such policy having a waiver of subrogation clause. If not paid by such Owner upon demand by the Association, the cost of repairing such damage shall be added to and constitute a Special Assessment against such Owner and his or her Residence Unit and Lot, to be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessments in general.

ARTICLE X

Mortgages

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

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

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

ARTICLE XI

Amendments

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

a. Notice. Notice of the subject matter of any proposed amendment shall be included in the notice of the meeting to the members of the Association at which the proposed amendment is to be considered.

b. Resolution. A Resolution to adopt a proposed amendment may be proposed by the Board of Directors or Owners, having in the aggregate at least a majority (50% +1) of the votes cast by those Owners in "good standing" that are present in person and by proxy (Majority Vote).

c. Meeting. The Resolution concerning a proposed amendment must be adopted by the vote required by Section 11.1.d. below at a meeting of the members of the Association duly called and held in accordance with the provisions of the By-Laws.

d. Adoption. Any proposed amendment to this Declaration must be approved at a meeting duly called for such purpose, with a Quorum of at least twenty-five percent (25%) of Voting Members, in person or by proxy (as defined in By-Laws Section 2.10), and the number of affirmative votes cast are equal to or greater than a majority (50% +1) of the votes cast by those Owners in "good standing" that are present and by proxy (Majority Vote). In the event any Residence Unit is subject to a first mortgage, the Mortgagee shall be notified of the meeting and the proposed amendment in the same manner as an Owner, but only if the Mortgagee has given prior notice of its mortgage interest to the Board of Directors of the Association in accordance with the provisions of the foregoing Section 10.2.

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

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

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

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

ARTICLE XII

Party Walls

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

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

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

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

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

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

ARTICLE XIII

Miscellaneous

Section 13.1 Right of Enforcement. Subject to the requirements of the mandatory grievance resolution procedures set forth in the Indiana Homeowners Association Act at Indiana Code 32-25.5, violation or threatened violation of any of the covenants, conditions or restrictions enumerated in this Declaration, the Plat Covenants or in a Plat, or zoning commitment shall be grounds for an action by the Association, any Owner and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants, conditions, restrictions or commitments. Available relief in any such action shall include recovery of damages or other sums due for such violation, injunctive relief against any such violation or threatened violation, declaratory relief and the recovery of costs and attorneys' fees

reasonably incurred by any party successfully enforcing such covenants, conditions, restrictions or commitments; provided, however, that the Association shall not be liable for damages of any kind to any person for failing to enforce any such covenants, conditions, restrictions or commitments. (See By-Laws Section 3.17, and Plat Covenants #29 and #30.)

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

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

Section 13.4 Severability. Invalidation of any of the covenants, restrictions or provisions contained in this Declaration by judgment or court order shall not in any way affect any of the other provisions hereof, which shall remain in full force and effect. (See Plat Covenants #37.)

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

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

ARTICLE XIV

Leasing

Section 14.1 General Purposes of Leasing Restrictions. The members of the Association wish to ensure that the residents within Meadowlark share the same proprietary interest in and respect of the Lots, the Common Areas and other portions of the community that are maintained by the Association. They also want to encourage residents to not only maintain

property values but also to improve them. Thus, the provisions of this Article XIV shall be applicable.

Section 14.2 Limits on the Number of Leased Residence Units ("Rental Cap"). No more than five (5) of the Residence Units may be leased or rented to non-Owner occupants at any given time, except as may be otherwise provided in this Article XIV. The "Grandfathered Lots" defined and described in Section 14.3 below shall count towards the five (5) Residence Unit "Rental Cap". If at any time such number of Residence Units are leased or rented, an Owner who wants to rent or lease his or her Residence Unit which is not already rented shall be placed upon a waiting list by the Association's Management Company. When an existing tenant moves out, the Owner of that Residence Unit shall immediately notify the Management Company of such fact and shall have thirty (30) days from the date on which the existing tenant moves out to enter into a new lease agreement with another tenant, and to provide a copy of such lease to the Management Company. If the Owner does not enter into a new lease agreement and provide a copy of such lease to the Management Company within thirty (30) days, then the Residence Unit cannot be re-rented until all prior Owners on the waiting list, if any, have had a chance to rent their Residence Units. Prior to the execution of any lease, and in addition to the requirements set forth below, the Owner must notify the Management Company as to that Owner's intent to lease his or her Residence Unit. After receiving such notice, the Management Company shall advise the Owner if the Residence Unit may be leased or whether the maximum number of Lots within Meadowlark is currently being leased. If the maximum number of Residence Units is being leased, the Board of Directors or the Managing Agent shall also notify the Owner of that Owner's position on the waiting list.

Section 14.3 Effective Date of "Rental Cap" on Existing Rentals. Within thirty (30) days after the date on which this Article XIV is filed with the County Recorder (the "Recording Date"), the Management Company shall provide written notice to all Owners setting forth the Recording Date and the mailing address of the Association. The provisions of Section 14.2 (the "Rental Cap") shall not apply to the Owner of any Residence Unit in Meadowlark which, as of the Recording Date, is rented or leased by its Owner to a non-Owner occupant, so long as the Owner-landlord mails or otherwise delivers to the Association (at the address shown in the notice of the Recording Date), within sixty (60) days after the Recording Date, a copy of each executed lease of such Owner-landlord's Residence Unit which is in effect as of the Recording Date. Such Residence Units shall be referred to as "Grandfathered Lots." Such lease copies may have the rental amount deleted as well as any personal identifying information such as social security numbers. The Owners of such Grandfathered Residence Unit shall not be subject to the provisions of Section 14.2, but shall be subject to the remaining provisions of this Article XIV. However, when the legal Owner of record of any of the Grandfathered Residence Unit sells, transfers, or conveys such Lot(s) to another Owner after the date of recording of this Article XIV, such Residence Unit shall immediately become subject to the Rental Cap.

If any such Owner-landlord of a leased or rented Lot fails to deliver a copy of such pre-Recording Date lease within said sixty-day period to the Association, that will result in said Owner-landlord's Residence Unit being subject to the Rental Cap (from and after the date of

expiration of such pre-Recording Date lease). However, in no event shall the Rental Cap apply to any lease executed prior to the Recording Date or to any renewals thereof provided for in any such leases, so long as the Residence Unit continues to be occupied by one or more of the non-Owner occupants in possession of the Residence Unit as of the Recording Date. Any Residence Unit that falls under the exception of this Section 14.3 shall, nevertheless, be counted as one of the five (5) Residence Units that may be rented at any given time even though such maximum does not apply to restrict the Owner of such pre-Recording Date leased Residence Unit.

Section 14.4 Hardship Exceptions and Waiver. Notwithstanding anything else herein, if an Owner wishes to rent or lease his or her Residence Unit, but the maximum number of Lots is currently being leased, the Owner may request the Board of Directors to waive the "Rental Cap" and approve a proposed lease if the Owner establishes to the Board's satisfaction that the "Rental Cap" will cause undue hardship. If a majority of the entire Board of Directors approves the Owner's request in writing, the Board of Directors shall permit the Owner to rent or lease said Residence Unit, subject to any further conditions or limitations imposed by the Board in the Board's discretion, but only if the Owner satisfies all other requirements of this Article XIV. Such decision shall be at the sole discretion of the Board. Examples of an undue hardship include:

a. death, dissolution or liquidation of an Owner;

b. divorce or marriage of an Owner;

c. necessary relocation of the residence of an Owner to a point outside of a one hundred (100) mile radius of the perimeter of Meadowlark due to a change of employment or retirement of at least one (1) of such Owners;

d. necessary relocation of the residence of an Owner due to mental or physical infirmity or disability of at least one (1) of such Owners;

e. the Owner is a reservist in the U.S. Armed Forces who is called to temporary active duty, or is active-duty personnel in the U.S. Armed Forces who is temporarily deployed more than fifty (50) miles from Meadowlark; or

f. other similar circumstances.

Section 14.5 General Lease Conditions.

a. All leases, including renewals, shall be in writing, and no lease shall be entered into for an initial term of less than one (1) year without the prior written approval of the Board of Directors. Owners may not lease, rent, or otherwise operate their home and Lot on a hotel, transient or short-term rental basis. For the purpose of this Section 14.5, "short-term rental" is defined as any term of less than one (1) year. This short-term rental prohibition includes, but is not limited to, the use of a short-term rental platform through which unaffiliated parties offer to rent a home

and lot or portion thereof to an occupant and collects consideration for the rental from the occupant (for example, Airbnb or VRBO).

b. A copy of each executed lease by an Owner which identifies the tenant (but which may have the rental amount deleted as well as personal identifying information such as social security numbers) shall be provided to the Association's Management Company within thirty (30) days after execution.

c. No portion of any Residence Unit or Lot other than the entire Residence Unit and Lot shall be leased for any period.

d. No subleasing shall be permitted.

e. All leases shall be made expressly subject and subordinate in all respects to the terms of this Declaration, the Plat Covenants, the By-Laws, and the rules and regulations adopted by the Board of Directors, as amended (collectively referred to hereafter as the "Governing Documents"), to the same extent as if the tenant were an Owner and a member of the Association.

f. All leases shall provide for direct action by the Association and/or any Owner against the tenant with or without joinder of the Owner of such Lot. If such provision is not in the lease, it will be deemed to be in such lease.

g. The Owner must supply copies of the Governing Documents to the tenant(s) prior to the effective date of the lease and will provide to the Board a written acknowledgement from the tenant(s) that he or she has received a copy of the same and agrees to abide by the same.

h. The Owner cannot be delinquent in the payment of any assessments or other charges to the Association. If at any time an Owner becomes delinquent, the Board shall have the right to revoke said Owner's right to lease the Owner's Lot, even if during the term of a lease.

i. Owners must provide the Association's Management Company with the name of the tenant(s) and any other adult residents living in the Residence Unit, together with the phone numbers and email addresses of the tenant(s) and other adult residents. Also, the Owner must provide the Management Company with the Owner's contact information including current address, phone number and email address.

j. To be eligible to lease his or her Residence Unit, the Owner cannot be in violation of any provisions of the Governing Documents. If at any time an Owner violates any such provisions through the actions or omissions of the Owner's tenant, the Board shall have the right to revoke said Owner's right to lease the Owner's Residence Unit, even if during the term of a lease, so long as the Board or the Association's Management Company has given the Owner written notice of the

violation and a reasonable opportunity to come into compliance with the Governing Documents.

Section 14.6 Owner is Still Liable. No lease shall provide, or be interpreted or construed to provide, for a release of the Owner from his or her responsibility to the Association and the other Owners for compliance with the provisions of the Governing Documents, or from the Owner's liability to the Association for payments of assessments or any other charges.

Section 14.7 Violations. Any lease or attempted lease of a Residence Unit in violation of the provisions of this Article XIV shall be voidable at the election of the Association's Board of Directors or any other Owner, except that neither party to such lease may assert this provision to avoid its obligations thereunder. In the event of a violation, the Board of Directors, on behalf of the Association, or any Owner, shall have the right to exercise any and all available remedies at law or equity, including the right to recover from the violating Owner all attorneys' fees, costs and expenses. See Section 3.1.g. and Appendix C herein.

Section 14.8 Institutional Mortgagees. The provisions of this Article XIV shall not apply to any institutional mortgagee (such as a bank or mortgage company) of any Residence Unit which comes into possession of a Residence Unit. However, when a Residence Unit is sold or conveyed by such an institutional mortgagee to a subsequent purchaser, that subsequent purchaser or Owner shall be bound by the provisions of this Article XIV.

Section 14.9 Burden of Proof. Anything to the contrary herein notwithstanding, if at any time a Lot is not occupied by one of the Owners thereof, there shall be a presumption that the Lot is being leased and subject to the provisions of this Article XIV and the Owners shall have the burden of proving to the satisfaction of the Board of Directors that the occupancy is not in violation of the terms of this Article XIV, including but not limited to the delivery to the Board of Directors of a written statement of the nature and circumstances of the occupancy and any written document or memorandum that is the legal basis for the occupancy. For purposes of this Article XIV and this Section 14.9, any occupancy (including occupancy pursuant to a rent-to-buy contract or similar arrangement or pursuant to any option to purchase) by anyone other than an Owner shall be deemed to be a lease, rental or other similar arrangement, unless the Owner delivers to the Board of Directors a written purchase contract, installment land sale contract, conditional sales contract or similar contract whereby the occupant is unconditionally and presently legally obligated to purchase the Residence Unit. If the Owner is selling his or her Residence Unit via land contract, contract for deed, or similar agreement, the contract or memorandum thereof must be recorded with the County Recorder to be deemed valid. Failure to record the contract or memorandum thereof will automatically deem the document to be a lease for purposes of this Declaration.

Section 14.10 One Year Waiting Period; Hardship Exceptions and Waiver. For a period of at least one (1) year after an Owner's acquisition of a Residence Unit during which the Owner lives in the home, said Owner cannot lease or rent such Residence Unit. After such time, said Residence Unit will be eligible to be leased if the Rental Cap has not been reached and all other conditions of this Article XIV are satisfied, and provided further that the Owner is not

delinquent in the payment of any assessments or other charges to the Association. Notwithstanding this Section 14.10, if an Owner wishes to lease a Residence Unit prior to the end of the one-year waiting period, the Owner may apply to the Board of Directors for a hardship exception and waiver as described in Section 14.4 above.

Section 14.11 Certain Lots Not Counted as Rentals. The provisions of this Article XIV will not apply to any situation where one or more family members of the Lot Owner (persons related by blood, marriage, adoption, foster care, or guardianship) occupy a Residence Unit. Thus, this kind of occupancy will not be considered a "rental." Likewise, any Residence Unit owned by a Trust or an Estate will not be considered a "rental" if the resident is (i) the Trustee, (ii) the Fiduciary of an Estate, or (iii) a beneficiary of the Trust or Estate.

IN WITNESS WHEREOF, this Second Amended and Restated Declaration has been executed by the undersigned officers of the Meadowlark Homeowners Association, Inc., who have caused their names to be subscribed 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: NP0000000
STATE OF INDIANA

Nancy M. Auberry

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

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 semiannually, with the due dates being the 1st day of January and the 1st day of July. The Association's Management Company shall handle collections.

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 one-time payment schedule, the acceptance of which is at the discretion of the Board and Management Company.

    a. If granted, said payment plan will be for the payment of one 6-month's fees, to be paid in full before the next 6-month's fees become due and payable. All dues thereafter are payable in full on the date due. A payment plan is not continual. Any Owner who has been granted a one-time payment plan will not be eligible for any future payment plans for a five (5) year period.

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 Fifty Dollars ($50.00) attributable to the Association's administrative costs in handling the homeowner's delinquent account, has been added to the delinquent owner's account. Delinquent homeowners will also be advised that a monthly charge of Thirty-Five Dollars ($35.00) will be applied for each additional month the fees remain unpaid. These late fees shall be deemed a part of the indebtedness to the Association. The late fees 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" showing the addition of a Thirty-Five Dollar ($35.00) late fee, giving the homeowner **six (6) days** to pay both the delinquent amount plus late charges.

5. DEMAND LETTER: If still unpaid after six (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 ten (10) days of such notice, legal action may be taken.

6. LEGAL ACTION: If an owner is still delinquent **ten (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 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 Management Company’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 Management Company, (3) late charges, (4) charges incurred by the Association for "bounced" or "stopped payment" checks, then (5) outstanding assessments.

9. DELINQUENCY COLLECTION PROCESS EXAMPLE:

Day 1 (Jan 1st or July 1st dues) ⬇	Action:	*Fees Payment Due *30 days to pay
Day 31 ⬇	Action:	*If unpaid, $50 Late Fee Charged *Reminder Letter sent advising that a $35 Late Fee will be charged for each additional month fees remain unpaid. *Payable Immediately
Day 60 ⬇	Action:	*If unpaid, Reminder Letter Sent *$35 Late Fee charged *6 days to Pay
Day 66 ⬇	Action:	*If unpaid, Demand Letter Sent *10 days to pay in full
Day 76 ⬇	Action:	*If unpaid, turned over to Attorney *$75 KMC setup fee charged (subject to change) *$80 Attorney setup fee charged (subject to change) *Owner responsible for all Attorney fees/Court Costs/Expenses
If Unresolved ⬇	Action:	*Lien filed against property *Owner responsible for all Attorney fees/Court Costs/Expenses
Foreclosure	Action:	*If Lien still unpaid after 90 days, Foreclosure proceedings will be started

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 herein, 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 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 one-time payment schedule, the acceptance of which is at the discretion of the Board and Management Company.

a. If granted, said payment plan will be for one 6-month period for the special assessment to be paid in full at the end of that period. Any Owner who has been granted a one-time payment plan for either dues or a special assessment will not be eligible for any future payment plans for a five (5) year period.

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 Fifty Dollars ($50.00) 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. Delinquent special assessment homeowners will also be advised that a monthly charge of Thirty-Five Dollars ($35.00) will be applied for each additional month the special assessment fees remain unpaid. These special assessment late fees shall be deemed a part of the indebtedness to the Association. The late fees 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 special assessment 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 **sixty (60) days** will be mailed a second "Reminder Notice" showing the addition of a Thirty-Five Dollar ($35.00) late fee, giving the homeowner **six (6) days** to pay both the delinquent amount plus late charges.

5. DEMAND LETTER: If still unpaid after six (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 **ten (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 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 Management Company, (3) late charges, (4) charges incurred by the Association for "bounced" or "stopped payment" checks, then (5) outstanding assessments.

9. SPECIAL ASSESSMENT COLLECTION PROCESS EXAMPLE:

Day 1 ⇩	Action:	*Special Assessment Due *30 days to pay
Day 31 ⇩	Action:	*If unpaid, $50 Late Fee Charged *Reminder Letter sent advising that a $35 Late Fee will be charged for each additional month fees remain unpaid. *Payable Immediately
Day 60 ⇩	Action:	*If unpaid, Reminder Letter Sent *$35 Late Fee charged *6 days to Pay
Day 66 ⇩	Action:	*If unpaid, Demand Letter Sent *10 days to pay in full
Day 76 ⇩	Action:	*If unpaid, turned over to Attorney *$75 KMC setup fee charged (subject to change) *$80 Attorney setup fee charged (subject to change) *Owner responsible for all Attorney fees/Court Costs/Expenses
If Unresolved ⇩	Action:	*Lien Filed against property *Owner responsible for all Attorney fees/Court Costs/Expenses
Foreclosure	Action:	*If Lien still unpaid after 90 days, Foreclosure proceedings will be started

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

Prior to purchasing a home in Meadowlark, the Owner should have provided a copy of the Declaration of Covenants, the Plat Covenants, the Association's By-Laws, and all of the Rules and Regulations applicable to Meadowlark, all as the same have been amended. All of such documents will be referred to as the "Governing Documents." Even if an Owner was NOT provided a complete copy of all of the Governing Documents, by operation of law, the Owner is still fully subject to their provisions. Thus, whether the Owner had actual knowledge of the Governing Documents is irrelevant. Violations are easily avoided by reading the Governing Documents and learning what is and is not acceptable in Meadowlark.

As stated in By-Laws Section 3.16, the Association has the right to notify any Owner violating any of the Governing Documents 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 Governing Documents 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 twenty (20) 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 Owner fails to correct the violation by the 21st day, 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 that 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 the Association's legal counsel. If that occurs, all future contact will be between the attorney and the Owner.

3. If the Owner fails to comply by the 31st day, a letter will be sent stating that a Fifty Dollar ($50.00) fine has been charged (if permitted under Indiana law) and the Board shall have the right to take all appropriate remedial action and/or institute and prosecute such action (including but not limited to seeking injunctive relief through a lawsuit) against the Owner and at the 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 Residence Unit 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 Sections 7.4 and 7.5 herein.

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.

5. Violation of Covenants Process Example:

Day 1 	Action:	*First Letter *20 days to comply
Day 21 	Action:	*If unresolved, Second Letter Sent *10 days to comply
Day 31 	Action:	*If unresolved, $50 Fine charged *Sent to Attorney *All Attorney fees/Court costs at Owner's Expense
If Unresolved 	Action:	*A Special Assessment can be set up *If unpaid, can result in a Lien filed against property *See Appendix B for Special Assessment Collection process *All Attorney fees/Court costs at Owner's Expense
Foreclosure	Action:	*If Lien remains unpaid after 90 days, foreclosure proceedings will be started

ARC REQUIREMENTS

The table below explains what improvements are exempt from ARC approval, which ones do need ARC approval, and which ones are not allowed. **Effective 4/1/26,** there is a change to this information. This supersedes information in our Declaration and Plat Covenants.

Exceptions *These **Do Not require** submission of a Request for Change form or approval from ARC*	**Needs Approval** ***Must submit** a **Request for Change form** and it must be approved before work can begin*	**Not Allowed** ***Not allowed** in Meadowlark; if submitted, will be denied*
Flower Beds: • Flowers, shrubs, mulch, small ornamental trees, and decorative edging installed within 6 feet of a home's foundation; also around mailboxes, so long as the plantings do not block your address or flow into the sidewalk or street; also 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 so long as they are planted in the same place. New or additional trees must be approved. **Exterior:** • Replacement of existing satellite dish so long as it is located at least 10 ft. from the front of the home; old one is to be removed.	**Exterior of House**: **New:** • Any New improvement, such as, but not limited to, storm doors, security doors, retractable awnings, decorative fixtures, room additions, new satellite dish. • A second satellite dish. **Replacement:** • Replacement or painting of existing doors, windows, shutters, gutters, downspouts, fascia, trim, siding, garage doors and roof *(must be the same or as close as possible to the original colors).* • Any Color Change to existing items. *See list of Paint Colors on the previous page.* • Replacement of, but not limited to, existing pergolas, patios, awnings, patio dividers and fences. • **Effective 4/1/26,** in addition to New improvements, all Replacements and Color Changes must be submitted to ARC for approval, to guarantee that the approved color scheme and standards of the community are met. **Lot Improvement**: • New improvements such as, but not limited to, trees, decks, pergolas, patios, retaining walls, fences, fountains, walkways, pavers, drainage, irrigation systems. • Replacements of any of the above.	• Large or Permanent Swimming pools, sport hard courts, permanent basketball goals, non-retractable awnings, satellite dishes that do not meet the requirement of being on front of home within the 10 ft. guideline. ♦**IMPORTANT!** *Homeowners who make improvements without seeking ARC approval must still complete the Request for Change form. It will be reviewed by ARC and if found to be non-compliant, the homeowner may be asked to remove it.*

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).

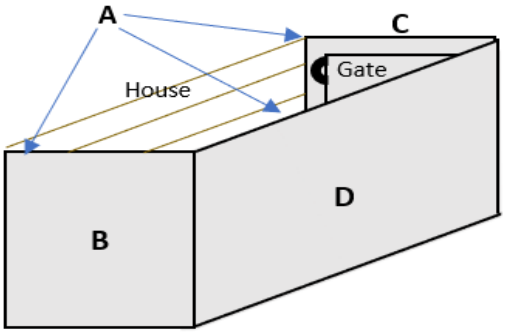
d. The two (2) side Fence panels (B and C) must be 4’ to 6’ wide. One of these must have a gate (C).

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, Roof and Garage Doors. 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.