

Meadowlark Lakes & Villas

July 29, 2024

2nd Amended and Restated Documents

- Declaration of Covenants, Conditions 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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202416596 COV $25.00
9/16/2024 8:16:33 AM 48 PGS
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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.*