Welcome

to the

Meadowlark Lakes & Villas Community

Meadowlark Homeowners Association

Dear New Homeowner:

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

This welcome packet includes an explanation of the Architectural Review Committee's procedures, our Governing Documents (Articles of Incorporation, By-Laws, Declaration of Covenants and Plat Restrictions) and a Directory of residents, town services, and other assorted information.

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

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

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

President	– Shirley Hargis	(317) 698-8945, ushargis@yahoo.com
Vice President	– Jonathon Gritzer	(636) 466-0222, jgritzerpsn@gmail.com
Secretary	– OPEN	*(If interested, contact the President)*
Treasurer	– Nancy Auberry	(317) 627-4263, nauberry54@gmail.com
Grounds Liaison	– OPEN	*(If interested, contact the President)*
ARC Liaison	– Maggie Dynes	(317) 652-5209, maggie.meadowlark@gmail.com

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

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

Sincerely,
Your MHOA Board

Community Clubs

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

Dinner Club



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

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



Bunco Club

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

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

Community Committees

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

Architectural Review Committee

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

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

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

Maggie Dynes, ARC Liaison – (317) 652-5209, maggie.meadowlark@gmail.com

Crime Watch Committee

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

Block Captains are listed on our website: www.meadowlarkhoa.com.

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

Welcome Committee

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

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

Architectural Review Committee

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

Purpose and Powers of the Architectural Review Committee

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

In general, no New, Replacement, or Color change may be made to the exterior of the house or lot without the approval of the Architectural Review Committee (ARC). However, there are some landscaping improvements that do not require submission of a "Request for Change" form or approval by ARC. See the information next regarding what is exempt; everything else must have approval by ARC.

EXCEPTIONS – Do not require ARC approval

Landscaping:

- Flower beds, flowers, shrubs, mulch, small ornamental trees, and decorative edging; installed within 6 feet of the house 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.
- Replacement of existing satellite dish so long as it is located at least 10 ft. from the front of the home; old one to be removed.

REQUIRES APPROVAL

*Must submit a **Request for Change form** and receive approval by ARC before work can begin.*

Exterior of House – New Improvements:

*Decorative Fixtures *Garage Door Screens *New or 2nd Satellite dish *Retractable Awnings *Room Additions *Security Door *Storm Door.

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

Lot Improvements – New Examples:

*Any "New" improvement to the lot *Decks, Pergolas, Arbors *Fences, Standard and Invisible *Fountains *Hot Tubs *Irrigation Systems *Patios - Cement or Pavers *Patio Dividers *Pavers *Retaining Walls *Trees *Walkways - Cement or Pavers.

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

Exterior of House – Replacements or Color Changes to these:

*Any Color Change *Awnings *Doors *Fascia, Soffit *Fences *Garage Doors *Gutters, Downspouts *Patios *Patio Dividers *Pergolas *Roof *Shutters *Siding *Trim *Windows.

The Following ARE NOT Permitted

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

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

Steps to Request a Change

As defined in the Covenants, when a homeowner in Meadowlark wants to make a change to his or her home exterior or landscaping, approval must be received from the Architectural Review Committee unless the improvement is listed in the **"Exceptions"** list above. For changes that *do* require approval, this is the process that must be followed:

1. First, the homeowner downloads the Request for Change form from the "documents" page on our web site: www.meadowlarkhoa.com, or contacts Kirkpatrick to ask for the form:
   - Phone (317) 827-8086 or E-mail Whitney Crabgrass, our CSR - wcrabgrass@ekirkpatrick.com or write to Kirkpatrick Management Co., Inc., 5702 Kirkpatrick Way, Indianapolis, IN 46220-0630.
   - If you have questions about the process, contact the ARC Liaison for assistance.
2. Homeowner fills out the form, includes all information such as pictures and description, color, material, includes a copy of homeowner's plot plan (see Note below) showing where the change is going, and sends by US mail, or scans and e-mails everything to Kirkpatrick (KMC).
3. KMC checks to make sure all required information is furnished. If any paperwork is missing, the request will be denied and you will be contacted to resubmit with all the required documents.
4. Upon receipt of the required materials, KMC forwards the form to the Meadowlark ARC Liaison who shares it with the Architectural Review Committee (ARC).
5. ARC reviews each request as it is received, and (1) gives full approval, (2) gives qualified approval, OR (3) rejects the request.
6. ARC then advises KMC of their decision.
7. Homeowner is informed of the final decision by a letter from KMC. Work cannot be started until homeowner receives the approval notice. The entire process takes approximately 5 - 10 working days. Approved work has one year to be completed. If after that period, homeowner still wants to make the improvement, they must resubmit it for another review and approval.

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

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

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

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

Meadowlark Utilities

SERVICE	*PROVIDER*	*CONTACT NUMBERS*
Cable/Satellite	Spectrum Comcast DirecTV U-verse	(855) 657-7328 (800) 934-6489 (800) 531-5000 (800) 288-2020
Electric	AES (was IPL)	(317) 261-8222 Emergency: (317) 261-8111
Gas	CenterPoint (was Vectren)	(800) 227-1376
Hendricks County Government	•Homestead Exemption •Building Permits •Property Taxes •Voter Registration	355 S. Washington Street, Danville, IN. Go west on Rockville Road to Danville; turn left onto Washington Street. See: http://www.co.hendricks.in.us/directory.html
Newspaper	The Indianapolis Star	(317) 444-4000
Phone	AT&T	Landline: (800) 288-2020 Wireless: (855) 667-3496 Wireless Account Info: (800) 331-0500 Internet Services: (877) 722-3755
Plot Plan for Your Home (for ARC Requests)	Plainfield Town Hall Banning Engineering	206 W. Main St., Plainfield, IN 46168, (317) 839-2561 853 Columbia Rd #101, Plainfield, IN 46168, Banning@BanningEngineering.com (317) 707-3700
Sewer & Recycling	Town of Plainfield	(317) 837-0000 *Town of Plainfield charge includes $1.00 for recycling bin.*
Trash	Waste Management	(866) 909-4458 *Pick Up on Friday morning. In weeks with a Holiday, will pick up a day later (on Saturday instead of Friday). (See their website for list of holidays.)* *Call for large item pick up.* *Check web page for complete information: https://www.wm.com/us/en/home/residential-waste-recycling-pickup*
Water	Citizens Energy Group	(317) 924-3333 Emergency: (317) 924-3311

Information About Insurance

Important!

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

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

Meadowlark Lakes
Special Bulletin

October 26, 2015, Redesigned May 10, 2024

GREAT NEWS! MEADOWLARK WEBSITE IS HERE!

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

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

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

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

www.MeadowlarkHOA.com

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

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

ORIGINAL WEB PAGE:



REDESIGNED WEB PAGE:



r09/20/25

MEADOWLARK LAKES AND VILLAS HOA
ARCHITECTURAL REVIEW REQUEST FOR CHANGE FORM

-- Return to --
Kirkpatrick Management Co. Inc. • 5702 Kirkpatrick Way • Indianapolis, IN 46220
• Direct: (317) 827-8086 or Office 24/7: (317) 570-4358 • Email: Whitney Crabtree – wcrabtree@ekirkpatrick.com

Below are listed what does or does not require the submission of this form. Other than the Exceptions shown below, effective **April 1, 2026,** both ***New and Replacement*** requests require the submission of this form and approval by the Architectural Review Committee (ARC). Work cannot start until you receive the approval letter.

EXCEPTIONS. *These **Do Not** require submission of a Request for Change form or approval from ARC:*
• 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.
• Replacement of existing satellite dish so long as it is located at least 10 ft. from the front of the home; old one to be removed.

REQUIRES APPROVAL. *Must submit a **Request for Change form** and receive approval by ARC before work can begin:*
Exterior of House:
New: Any "new" improvement, such as, but not limited to, storm doors, security doors, retractable awnings, decorative fixtures, additions, any color changes, new satellite dish. • A second satellite dish.
Replacement: "Replacement" or painting of any original improvement, and of existing doors, windows, shutters, gutters, fascia, soffit, trim, siding, garage doors and roof *(must be the same or as close as possible to the original colors).*• Replacement of, but not limited to, existing pergolas, patios, awnings, patio dividers and fences. • **Effective 4/1/26** all "Replacements" must be submitted to ARC for approval, to guarantee that the approved color scheme and standards of the community are met.
Lot Improvement:
New: Any "new" improvement, such as, but not limited to, trees, decks, pergolas, patios, retaining walls, fences, fountains, walkways, pavers, drainage, irrigation systems.
Replacement: Replacement of any of these and of any original improvement.

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

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

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

1. Name: _____ Phone: _____

   Address: _____

   E-Mail Address: _____

2. Describe the proposed change: _____

   _____

   _____

   _____

   _____

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

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

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

   _____ _____
   _____ _____
   _____ _____
   _____ _____

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

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

7. Project schedule:
   a. The project will be done by: *(type "x" in the appropriate fields)*
      _____ Homeowner
      _____ Contractor Name _____
      _____ Both
   b. Please indicate the approximate time needed to complete the project, subsequent to the committee approval. _____.
   c. Please indicate any building permits that will be required. _____
      _____
      (Building permits, if required, are strictly the responsibility of the homeowner.)

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

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

Homeowner's Signature: _____

Print Name: _____

Date: _____

EASEMENT & UTILITY ACCESS WAIVER

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

Signed by Homeowner: _____ Date: _____

Acknowledged/Witnessed by: _____ Date: _____

HOMEOWNER NAME: _____

ADDRESS: _____

DO NOT WRITE BELOW THIS LINE
COMMITTEE ONLY

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

☐ Approved as submitted

☐ Approved as revised

☐ Revisions/conditions: _____

_____

_____

_____

_____

_____

_____

☐ Deferred

☐ Additional information required: _____

_____

_____

_____

☐ Other: _____

_____

_____

_____

☐ Denied

Comments: _____

_____

_____

_____

Signed: _____ Date: _____

Chairman, Architectural Review Committee

ARC CHECKLIST

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

_____ Detailed description of the color, material and size of your improvement.

_____ Picture of the item (e.g., fence, door, pergola, paver color/style, tree, etc.).

_____ Name of the contractor and, if available, their specifications/drawings.

_____ If a fence, have you secured your neighbor's approval?

_____ Copy of the official **Plot Plan** showing exact location of the New improvement. For New fencing, patios and pergolas, you must indicate the size of the yard and the size of the improvement on the **Plot Plan**, to show the relationship to your lot dimensions. For landscaping, you must show the location of the New trees being planted.

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

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

*A Plot Plan should be with the paperwork you received when you purchased your home. Make a copy of it.

*Plainfield Town Hall, 206 W. Main St., Plainfield, IN 46168, (317) -839-2561

*Banning Engineering at: 853 Columbia Road # 101, Plainfield, IN 46168
Phone: (317) 707-3700, Banning@BanningEngineering.com *(new 6/14/17)*

IMPORTANT:

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

APPENDIX A

ASSESSMENT DELINQUENCY COLLECTION POLICY

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

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

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

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

1. DUE DATE: Assessments are due and payable in advance for each fiscal year 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

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Meadowlark Lakes & Villas

July 29, 2024

2nd Amended and Restated Documents

This section contains ARTICLE VI - Architectural Review Committee from the Declaration of Covenants as well as the entire Plat Restrictions documentation.

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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These are the guidelines on what you can and cannot do in your yard and on the outside of your house.

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. These exterior replacements do not require approval from the Architectural Review Committee:

(a) replacement of existing doors, storm doors, garage doors, windows, trim, shutters, siding, and roof so long as they are the same or similar to the current 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;

(b) painting of existing doors, storm doors, garage doors, windows, shutters, and trim, so long as they are the same or similar to the current 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).

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.

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

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

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

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

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

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

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

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

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

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

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

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

2. **COMMON AREAS**. The original developer of Meadowlark declared, created and granted a non-exclusive easement in favor of each Owner for the use and enjoyment of the Common Areas, subject to the conditions and restrictions contained in the Declaration, Easements described on the Plat and the covenants and restrictions contained

herein shall not be amended without the prior written consent of the Town of Plainfield. (See Declaration Section 1.4.)

The Common Areas established throughout the community are defined as follows:

a. **Common Area(s) ("CA")**: these areas are available to all residents and their guests for walking and other activities under the rules and regulations of the Association. (See Declaration Section 1.4.a.)

b. **Landscape and Restrictive Common Area(s) ("LRCA")**: these areas are set aside for landscaping and restricted areas and are not available for walking or other activities. (See Declaration Section 1.4.b.)

c. **Limited Common Area(s) ("LCA")**: these areas are set aside as landscape buffers for Meadowlark and are part of a Lot. The Association may use the LCA for landscaping or other type of Easement for the benefit of the Association and shall be subject to all covenants and restrictions contained in Paragraph 3.b. regarding Landscape Easements. No structure including dwellings, patios, fences, porches, etc. shall encroach in any Limited Common Area. The Association shall maintain the LCA along Raceway Road and may maintain the LCA along the North, West, and South property lines. (See Declaration Section 1.4.c.)

3. **EASEMENTS**. (The "Drainage and Utility Easements", Drainage Easements", Landscape Easements" and "Ingress/Egress Easements" all hereinafter are referred to collectively as the "Easements"). No Easement shall be amended without the prior written consent of the Town of Plainfield. (See Declaration Section 1.6.)

a. **Drainage and Utility Easements and Drainage Easements**. There are areas of ground on the Plat marked "Drainage and Utility Easement" ("D&UE") and/or Drainage ("DE") that are reserved (i) for the use of all public utility companies (not including transportation companies), governmental agencies and the Association for access to and installation, maintenance, repair or removal of poles, mains, ducts, drains, lines, wires, cables and other equipment and facilities for the furnishing of utility services, including but not limited to water, sanitary sewers, telephone services, electric utility services, natural gas utility service (if applicable), storm sewers, internet services and cable television services; and (ii) for the use of the Association and applicable governmental entities located in Hendricks County, Indiana for access to and maintenance, repair and replacement of such drainage system and for access to and maintenance, repair and replacement of the sanitary sewer system. The Owner of any Residence Unit/Lot subject to such Drainage and Utility Easements shall be required to keep the portion of said Easements on the Lot free from obstructions so that the storm water drainage will be unimpeded and will not be changed or altered without a permit from the applicable governmental entities located in Hendricks County and prior written approval of the Board of Directors of the Association. (See Declaration Section 1.6.a.)

b. **Landscape Easements**. There are areas of ground on the Plat marked "LRCA" and "LCA" which shall also be known to include and be "Landscape Easements" ("LE"). Landscape Easements are reserved for the use of the Association for access to and installation, maintenance, repair, and replacement of trees, foliage, landscaping, walks and other improvements. Except as installed by the original developer of Meadowlark or the Association, with the approval of the Town of Plainfield, no improvements or permanent structures, including without limitation, fences, shall be erected or maintained in or upon said Landscape Easements without the written consent of the Board of Directors of the Association. The landscaping located within any Landscape Easement shall be maintained by the Association and the cost of such maintenance shall be a Common Expense. The Association shall have an easement of ingress and egress on and over such designated areas for the purpose of this maintenance obligation. Except for the maintenance of a Landscape Easement area as set forth above, the landscaping features located within a Landscape Easement area shall not be removed or altered without the prior written approval of the Board of Directors of the Association and the Town of Plainfield. (See Declaration Section 1.6.b.)

c. **Ingress/Egress Easements**. There are areas of ground on the Plat marked "Ingress/Egress Easements" ("IE"). The Ingress/Egress Easements are reserved for the use of the Association and Owners for pedestrian traffic and installation of pathways and hard surface walking areas. Except as installed by the original Developer of Meadowlark or the Association, no improvements or permanent structures, including without limitation, fences, shall be erected or maintained in or upon said Ingress/Egress Easement without the written consent of the Board of Directors of the Association. The pathways and hard surface walking areas located within any Ingress/Egress Easement shall be maintained by the Association and the cost of such maintenance shall be a Common Expense. (See Declaration Section 1.6.c.)

4. **BUILDING LOCATION**. Building setback lines are established on the Plat. No building shall be erected or maintained within the setback lines of a Lot.

5. **LOT USE**. All Lots in the subdivision shall be used solely for residential purposes. No business building shall be permitted on any Lot. No structure shall be erected, placed or permitted to remain on any Lot other than single-family or two-family Residence Units not to exceed thirty-five (35) feet in height. If such Residence Units are attached to other Residence Units, then such Residence Units shall include one-half (1/2) of the thickness of any party walls separating the Residence Unit from another Residence Unit. (See Declaration Sections 4.7 and 4.9.)

6. **ACCESSORY AND TEMPORARY OUTBUILDINGS**. No trailers, shacks, outhouses, free-standing storage sheds, storage cabinets or tool sheds of any kind shall be erected or situated on any part of a Lot in the subdivision. No attached storage sheds shall be added to any Residence Unit.

7. **TEMPORARY STRUCTURES**. No trailer, camper, motor home, travel trailer, truck, shack, tent, boat, recreational vehicle, garage or outbuilding of any kind may be used at any time as a dwelling, temporary or permanent; nor may any structure of a temporary character be used as a dwelling.

8. **NUISANCES**. No Residence Unit or Lot or any portion of the Common Area shall be used in any unlawful manner or in any manner which might cause injury to the reputation of the subdivision, or which might be a nuisance, annoyance, inconvenience or damage to other Owners and occupants. Without limiting the generality of the foregoing, this covenant shall include excessive noise from domestic animals, from the use of any musical instruments, radio, television, loud speakers, electrical equipment, amplifiers or other equipment, machines or vehicles, loud voices, excessive amounts of light, vibration, or unpleasant odors. No clothes, sheets, blankets, rugs, laundry or other things shall be hung out or exposed, or so as to be visible from any street or any part of the Common Areas or from neighboring properties. No domestic animals raised for commercial purposes and no farm animals or fowl shall be kept or permitted on any Lot. The Board of Directors' determination as to what is a nuisance shall be conclusive. (See Declaration Sections 4.4. and 4.5.)

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

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

   b. **Waste**. Each owner is responsible for removing excrement left by that Owner's pet on its own Lot, or on any other Lot, or in any Common areas so as not to create a nuisance. If waste is not removed from an Owner's lot, the mowing service may not mow the Owner's lawn until such waste is cleared.

   c. **Fences**. Owners with dogs in fenced areas on their Lot must keep the fenced in area clear of animal waste so as not to create a nuisance.

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

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

f. **Violations**. Disregard of these rules will be considered a violation of the Covenants and Owner will be contacted to rectify the violation as stated in Declaration 3.1.g. and Declaration Appendix C.

10. VEHICLE PARKING.

a. **Recreational Vehicles**. No camper, motor home, travel trailer, boat or recreational vehicles (RV) of any kind may be stored or parked on any street or on any Lot in open public view for more than twenty-four (24) hours, and only for the purpose of loading or unloading personal items in or out of the unit. Parking for more than twenty-four (24) hours is against a Town of Plainfield Ordinance.

b. **Commercial Vehicles: Trucks and Trailers**.

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

(ii) No commercial trailers of any size may be stored or parked on any street or on any Lot in open public view for more than twenty-four (24) hours except inside a garage.

c. **Homeowner Vehicles**. Persons residing or staying in a Residence Unit, whether homeowner, homeowner's family or tenant, shall park their vehicles in the home-owner's garage or driveway. Daily parking on the streets applies to emergencies, service workers, short-term visitors, or special occasions.

d. **Car Repair and Disabled Vehicles**. No vehicles of any kind may be put up on blocks or jacks to accommodate car repair on a Lot unless such repairs are done in the garage. Disabled vehicles shall not be allowed to remain in open public view.

e. **Stored Vehicles**. An operable vehicle, but one that is not being driven often, cannot be stored in the driveway, covered or uncovered, but must be parked in the garage, out of public view.

f. **Sidewalks**. No vehicle of any kind may be parked so as to block access to the community sidewalks or mailboxes. This is illegal and against a Town of Plainfield Ordinance. (See Declaration Section 4.8.)

11. SIGNS.

a. **Business**. No signs of any nature, kind or description shall be erected, placed, displayed or maintained on or in front of any Lot/Residence Unit which identify, advertise or in any way describe the existence or conduct of a home business. (See Declaration Section 4.6.a.)

b. **For Sale**. One (1) "For Sale" sign per residence, whether by realtor or Owner, shall be permitted between the sidewalk and the Residence Unit on the Owner's Lot. The Homeowner is responsible for cutting the grass around a For Sale sign or to remove it on lawn mowing day for the community's lawn mowing service to mow. (See Declaration Section 4.6.b.)

c. **Other**. (See Declaration Section 4.6.c.)

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

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

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

12. MAILBOXES. All mailboxes and replacement mailboxes shall be uniform with the standard size in the community and shall conform to the standards set forth by the Architectural Review Committee, shown below. Two types of mailboxes are approved: (1) Standard T2, and (2) Locking Mailbox T3, both described below. The placement of mailboxes must follow the guidelines of the U.S. Postal Service. Homeowners are responsible for the maintenance and replacement of damaged, rusted, or worn mailboxes and posts. Disregard of these rules will be considered a violation of the Covenants and homeowner will be contacted to rectify the violation as stated in Declaration Section 3.1.g. and Declaration Appendix C.

a. **Standard T2 Mailbox Requirements**:

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

(ii) The Box itself must be black.

(iii) Mailbox numbers must be Vinyl, color Sand (off-white), 2 ¾" to 3” in size, and the font must be Caxton. The numbers are available from Otto’s Streetscape and also online. See the “Documents” page on the Meadowlark web site, www.meadowlarkhoa.com, for information on how to order from either.

(iv) Mailbox posts must be wood, 4" x 4" in size and the design must match the others in Meadowlark. The vertical arm must be positioned 6-8 inches from the curb, and the post must be 39" to 45" high, measured from the lawn to the bottom of the installed mailbox.

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

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

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

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

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

b. **Locking T3 Mailbox Requirements**:

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

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

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

(iv) The Box itself must be black.

(v) Mailbox numbers must be Vinyl, color Sand (off-white), 2 ¾" to 3" in size, and the font must be Caxton. The numbers are available from Otto's Streetscape and also online. See the "Documents" page on the Meadowlark web site www.meadowlarkhoa.com for information on how to order from either.

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

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

c. **Mailbox Paint Formula**:

Base: DEEP
Exterior Woodscapes Latex Flat Or Exterior Latex Flat
One Gallon

(We recommend the Exterior Latex Flat as the Woodscapes is a stain and more expensive.)

Blend-a-Color Formula

Colorant-------OZ.	32	64	128
W1 White -	16	-	1
B1 Black -	47	1	-
R2 Maroon -	8	-	1
Y3 Deep Gold -	55	1	-

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

a. **Dumpsters**. The community shall not contain dumpsters or other forms of general or common trash accumulation. Rubbish, garbage and other waste, including yard waste, shall be kept clean and shall not be stored on any Lot in open public view.

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

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

d. **Disposal**. No homeowner or occupant of a Lot shall burn or bury any garbage or refuse.

14. **STORAGE TANKS**. No gas, oil or other storage tanks shall be installed on any Lot.

15. **WATER SUPPLY AND SEWAGE SYSTEMS**. No private or semi-private water supply or sewage disposal system may be located upon any Lot. No septic tank, absorption field or other method of sewage disposal shall be located or constructed on any Lot.

16. **DITCHES AND SWALES**. All Owners shall keep unobstructed and in good maintenance and repair all open storm water drainage ditches and swales which may be located on their respective Lots.

17. **GARAGE, DRIVEWAY AND PARKING SPACE**. Each Residence Unit can accommodate parking for four (4) vehicles; two (2) vehicles in the attached garage and said garage has a hard surface driveway large enough to provide for two (2) off-street parking spaces for said Residence Unit. Owners are encouraged to park their vehicles

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

18. **ANTENNA AND SATELLITE DISHES**. No outside antennas or satellite dishes shall be permitted except those approved as to size, design and location by the Architectural Review Committee and shall be placed at least ten (10) feet from the front edge of the roof of the Residence Unit. The only exception is that Architectural Review Committee approval is not needed for the replacement of an existing satellite dish, so long as the new one is installed following the 10 feet from the front edge of the roof requirement. If a second satellite dish is needed, approval is required from the Architectural Review Committee. Any unused satellite dish must be removed. (See Declaration Section 6.2.e.)

19. **AWNINGS**. No metal, fiberglass, canvas or similar type material awnings or patio covers shall be permitted in the subdivision, except those retractable canvas awnings located on the rear of a Residence Unit, and approved as to size, design, and location by the Architectural Review Committee. (See Declaration Section 6.2.c.(c)) The only exception is that Architectural Review Committee approval is not needed for the replacement of an existing awning, so long as the replacement is in the same location and of the same or similar materials and style as the original awning.

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

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

22. **FENCING**. No fence/invisible fence shall be erected on or along any Lot line, or on any Lot without written approval of the Architectural Review Committee. The only exception is that Architectural Review Committee approval is not needed for the replacement of an existing fence, so long as the replacement is in the same location and of the same or similar materials, color and style as the original.

a. **Requirements**:

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

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

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

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

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

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

(vii) Invisible fences must be submitted to the Architectural Review Committee with the lines clearly marked on the Plot Plan where the fence is to be installed. The invisible fence must be within the lot lines and cannot encroach on a neighbor's yard or on Common Area.

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

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

(x) The homeowner is responsible for:

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

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

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

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

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

Lack of adherence to any of these conditions is considered a Covenant violation and the homeowner will be contacted to rectify the violation as stated in Declaration Section 3.1.g. and Declaration Appendix C.

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

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

b. Fencing to store waste/recycle carts must be non-decorative, vinyl or wood panels. If wood, they must be stained/painted a year after installation and maintained appropriately afterwards.

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

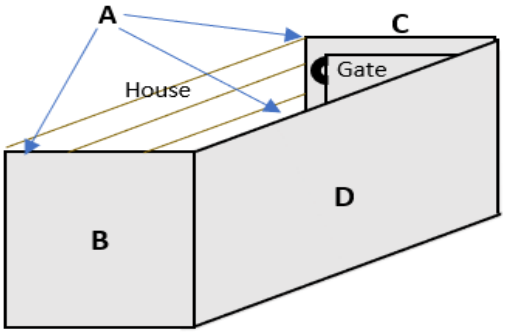
d. The two (2) side Fence panels (B and C) must be 4’ to 6’ wide. One of these must have a gate (C).

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

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

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

EXAMPLE:



24. **SWIMMING POOLS, BASKETBALL GOALS, SPORT COURTS**. No swimming pools, either above ground or below, shall be permitted in the subdivision. No permanent or portable basketball goals or hard surfaced sports courts of any kind shall be permitted on any Lot. (See Declaration Section 6.2.f.)

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

26. **OUTSIDE LIGHTING**. All outside lighting contained in or with respect to the subdivision shall be of an ornamental nature compatible with the architecture of the project and shall provide for projection of light so as not to create a glare, distraction or nuisance to the property owners in the vicinity of or adjacent to the subdivision. Owners are encouraged to use non-color light bulbs to provide maximum lighting in the community. Lighting fixture(s) located on the front of each Residence Unit's garage are on dusk-to-dawn timers. This lighting is in lieu of streetlights and is a factor in maintaining neighborhood security. Homeowners may not remove the garage light fixtures, and may not modify the dusk-to-dawn feature of these light fixtures. Any homeowner wishing to replace the actual light fixture is not required to submit an Architectural Requested Change so long as the replacement is a dusk-to-dawn fixture and is harmonious with the neighborhood. Lack of adherence to these conditions is

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

27. LAKES/PONDS.

a. **Docks**. There shall be no docks, decks, piers or floats adjacent to or on the lakes or ponds and no boating, swimming or ice skating will be permitted. (See Declaration Section 4.10.)

b. **Fishing**. With respect to fishing, (i) no fishing is allowed by persons who are not Owners in Meadowlark, or are not family, guests, or tenants of these Owners; (ii) fishing may be permitted from Common Areas by Owners and their guests; (iii) no Owner or other person may trespass on the property of another in order to fish, and no person may fish from a public right of way, such as a street (example, Raceway Road); (iv) no Owner can give permission to a non-family member or guest to fish when Owner is not in residence. (See Declaration Section 4.10.)

c. **Materials From/Into Ponds**. No person shall (i) draw water or other materials from the lakes or other water retention ponds, or (ii) add water (except for storm water drainage approved by the Association) or other materials such as yard waste, whether by dumping or otherwise, to the lakes, ponds and other water retention ponds, without the prior approval of the Board of Directors of the Association as to quality and quantity of materials.

28. SITE OBSTRUCTION. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and nine (9) feet above the street shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting points twenty-five (25) feet from the intersection of the street lines extended. The same sight line limitations shall apply to any Lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

29. LANDSCAPING.

a. **Exceptions**. These landscaping improvements may be installed within six (6) feet of the foundation of a Residence Unit without approval by the Architectural Review Committee:

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

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

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

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

b. **Replacements**. Replacement of trees or shrubs does not require approval from the Architectural Review Committee so long as the tree or shrub is planted in the same spot. If homeowner desires to relocate the tree, approval is required from the Architectural Review Committee.

c. **New**. Any new landscaping to be placed outside the six (6) feet from home's foundation defined in Paragraph 29.a. Exceptions above requires approval from the Architectural Review Committee *prior* to the installation. This includes, but is not limited to, new full size trees, shrubs and bushes; the relocation of an existing tree; and new landscaping statues/ornamental items. Along with the Architectural Requested Change form, a plot drawing showing the placement of all new trees, shrubs and bushes to be planted must be submitted, to show the relationship to the owner's home, property lines, and easements.

d. **Landscaping Violations.**

(i) Any new landscaping (other than that defined in Paragraph 29.a. Exceptions above) that is installed without approval from the Architectural Review Committee is a violation of the Covenants, and the homeowner will be asked to submit the Architectural Requested Change form, a plot drawing, and related materials for review and approval, even though after-the-fact. If the Board determines that the landscaping change does not comply with the Meadowlark Governing Documents, the homeowner can be asked to remove it at his or her own expense.

(ii) Dead plant material, weeds, dead trees or shrubs are considered a violation of the Governing Documents, regardless of their location, and the homeowner will be notified to rectify the violation.

See Declaration Section 6.2 which further defines changes that may/may not be made, exceptions, replacements, what is not allowed, the process, and approval/disapproval of requests presented to the Architectural Review Committee. Also see Declaration Section 6.2.d. which defines the rights of the Board to see that violations are rectified.

30. EXTERIOR CHANGES.

a. **Replacements**. These do not require approval from the Architectural Review Committee:

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

match the criteria stated. Shutters and doors must match in color and must be one of the approved colors listed in Paragraph 31 herein.

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

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

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

(v) Replacement of existing satellite dish (see Paragraph 18 herein). Any unused satellite dish must be removed. If a second satellite dish is needed, you must have approval from the Architectural Review Committee.

b. **New**. Any new exterior installation requires approval from the Architectural Review Committee *prior* to the installation; such as, but not limited to, antennas; canvas canopies and retractable awnings; retractable garage door screens; cement additions; decks, patios, porches, and pergolas, including those structured of aluminum; decorative fixtures; drainage; exterior storm, screen, and security doors; fences, invisible fences, and patio divider fence panels; flag poles; fountains; hot tubs; irrigation systems; outside lighting changes; permanent fire pits; retaining walls; satellite dishes placed at least ten (10) feet from front of home; solar panels; structures of any kind, permanent or temporary, including room additions; walkways; windows; and any color change. Along with the Architectural Requested Change form, a plot drawing showing the placement of all new exterior installations must be submitted, to show the relationship to the owner's home, property lines, and easements. Colors must be one of the approved colors allowed. (See Paragraph 31 herein.)

c. **New Structure Requirements.**

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

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

(iii) A new structure cannot block or impede a neighbor's view of the Ponds or Common Areas and the owner must obtain written approval from either or both neighbors that the room to be erected does not obstruct their view of the Pond or Common Areas.

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

d. **Exterior Violations**.

(i) Any new exterior installation performed without approval from the Architectural Review Committee is considered a violation of the Covenants, and the homeowner will be asked to submit the Architectural Requested Change form, a plot drawing, and related materials for review and approval, even though after-the-fact. If the Board determines that the exterior change does not comply with the Meadowlark Governing Documents, the homeowner can be asked to remove it at his expense.

(ii) Faded shutters, doors, fences, peeling paint, and cracked cement are considered a violation of the Governing Documents and the homeowner will be notified to rectify the violation.

See Declaration Section 6.2 which further defines changes that may/may not be made, exceptions, replacements, what is not allowed, the process, and approval/disapproval of requests presented to the Architectural Review Committee. Also see Declaration Section 6.2.d. which defines the rights of the Board to see that violations are rectified.

31. PAINT COLORS.

a. **Original Colors.** Owners who have the Builder's Specifications and Blue Prints for their homes can find the original colors on the *"Exhibit B" To Real Estate Purchase Agreement Selection of Features & Options* form. No approval is needed from the Architectural Review Committee to replace or repaint any of the exterior items so long as the color matches or is as close as possible to the colors listed for their Residence Unit.

b. **Exterior Colors.** Owners who do not have the original Specifications/Blue Prints for their home and desire to repaint or replace exterior items must match or be as close as possible to the current colors for their Siding, Soffit, Fascia, Gutters, Downspouts, Window Trim and Garage Doors. This does not require approval from the Architectural Review Committee.

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

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

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

(iii) Owners can change the paint color for their Shutters and Front Doors without Architectural Review Committee approval, so long as the new color is on the "Approved" Color List in c.(1) above.

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

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

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

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

33. VIOLATIONS.

a. **Grounds for Action**. Violation or threatened violation of these Plat Restrictions shall be grounds for any action by the Association or any person or entity having any right, title or interest in the Meadowlark subdivision (including Lot Owners) and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants or restrictions. Available relief in any such action shall include recovery of damages for such violation, injunctive relief against any such violation or threatened violation, declaratory relief and the recovery of costs and reasonable attorneys' fees incurred by any party successfully enforcing the Declaration and Plat Restrictions; provided, however, that the Association shall not be liable for damages of any kind to any person for failing to enforce the Declaration and Plat Restrictions. (See these Sections in the Declaration regarding the policy for violations and liens: Declaration Section 3.1.g., Declaration Appendix C, and Declaration Sections 7.4, and 7.5.)

b. **Suspension of Rights**. The Association, for an Owner with an unresolved violation, has the right to suspend said Owner's right to vote in the Association and to suspend such Owner's family, guests, and tenants the use of any recreational facilities located in the Common Areas.

34. **THE TOWN OF PLAINFIELD**. The Town of Plainfield, its successors and assigns shall have no right, power or authority to enforce any covenants, restrictions or other limitations contained herein other than those covenants, restrictions or limitations that expressly run in favor of the Town of Plainfield; provided, that nothing herein shall be construed to prevent the Town of Plainfield from enforcing any provision of any applicable zoning ordinance, subdivision control ordinances, any conditions attached to approval of the Plat by the Town of Plainfield or any other ordinance of the Town of Plainfield.

35. **AMENDMENT.**

a. **By Owners**. These covenants and restrictions may be amended at any time by the then Owners of Residence Units located on the Real Estate who are "in good standing" (defined in By-Laws 1.3.c.), at a meeting with a Quorum represented (25% of all Voting Members, defined in By-Laws 2.10), and requires at least a majority affirmative vote of the total votes cast by the homeowners that are present and by proxy (Majority Vote) at a meeting to pass the amendment (see Article XI in the Declaration).

b. **By Board**. Notwithstanding the above, the Association hereby reserves the right to make any amendments to the Plat Restrictions, without the approval of any other person or entity, for any purpose reasonably deemed necessary or appropriate by the Association, including without limitation: (i) to bring the Association or the Plat Restrictions into compliance with the requirement of any statute, ordinance, regulation or order of any public agency having jurisdiction thereof; (ii) to conform with zoning covenants and conditions; (iii) to comply with the requirement of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Veterans Administration or any other governmental agency or to induce any of such agencies to make, purchase, sell, insure or guarantee first mortgages; (iv) to further clarify a Plat Restriction; or (v) to correct clerical or typographical errors in the Plat Restrictions or any amendment or supplement hereto; provided that in no event shall the Association be entitled to make any such amendment which has a material adverse effect on the rights of any Owner, or which substantially impairs the rights granted by the Plat Restrictions to any Owner or substantially increases the obligations imposed by the Plat Restrictions on any Owner. (See By-Laws 6.6.)

36. **TERM**. The foregoing Plat Restrictions, as the same may be amended from time to time, shall run with the land and shall be binding upon all persons or entities from time to time having any right, title or interest in the Real Estate and on all persons or entities claiming under them for a term of thirty (30) years from the date of the original filing of the Articles of Incorporation on May 4, 2001, and thereafter shall continue automatically for unlimited successive periods of ten (10) years or until terminated or modified by vote of a

majority of the "Total Vote" (see By-Laws 1.3.d.) of all Owners "in good standing" (see By-Laws 1.3.c.) at a meeting at any time thereafter with a "Quorum" (see By-Laws 2.10) represented, provided, however, that no termination or modification of the Declaration or Plat Restrictions shall affect any Easement hereby created and reserved unless all persons entitled to the beneficial use of such Easement shall consent thereto. (See By-Laws 6.6. regarding Amendments.)

37. **SEVERABILITY**. Invalidation of any of the foregoing covenants or restrictions by judgment or court order shall in no way affect any of the other covenants and restrictions, which shall remain in full force and effect. (See Declaration Section 13.4.)

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Section XIV - Leasing from the Declaration starts at the bottom of the page. Any owner considering leasing their Meadowlark home must abide by all the rules and requirements that apply to Leasing your home.

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.