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**KATHERINE SWEENEY BELL
MARION COUNTY IN RECORDER**

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By: ER

Cross-Reference:

Meadow Bend, Declaration of Covenants, Instrument #1997-0064205
Meadow Bend, Section 1 (Plat), Instrument #1997-0064204
Meadow Bend, Declaration of Maintenance, Instrument #1997-0091523
Meadow Bend, Section 2 (Plat), Instrument #1998-0173055
Meadow Bend, Section 3 (Plat), Instrument #1998-0173056
Meadow Bend, 1st Amendment to Declaration, Instrument #1999-0038053
Meadow Bend, Declaration of Maintenance, Instrument #1999-0074487
Meadow Bend, 2nd Amendment to Declaration, Instrument #2000-0009630
Meadow Bend, Section 4 (Plat), Instrument #2000-00135019
Meadow Bend, 3rd Amendment to Declaration, Instrument #2000-0169427
Meadow Bend, 4th Amendment to Declaration, Instrument #2001-0108247
Meadow Bend, Section 5 (Plat), Instrument #2002-00054837

**FIFTH AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF MEADOW BEND**

The undersigned, Meadow Bend Homeowners' Association, Inc., an Indiana non-profit corporation (the "Association"), makes this Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions of Meadow Bend ("Fifth Amendment") effective as of the 30th day of June, 2022.

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of Meadow Bend was recorded on May 8, 1997, as Instrument Number 1997-0064205 in the Office of the Recorder of Marion County (the "Declaration"); and

WHEREAS, the Plat for Section 1 of Meadow Bend was recorded in the Office of the Recorder of Marion County, Indiana on May 8, 1997 as Instrument No. 1997-0064204; and

WHEREAS, the Declaration for Maintenance of Meadow Bend was recorded in the Office of the Recorder of Marion County, Indiana on July 3, 1997 as Instrument No. 1997-0091523; and

WHEREAS, the Plat for Section 2 of Meadow Bend was recorded in the Office of the Recorder of Marion County, Indiana on October 6, 1998 as Instrument No. 1998-0173055; and

WHEREAS, the Plat for Section 3 of Meadow Bend was recorded in the Office of the Recorder of Marion County, Indiana on October 6, 1998 as Instrument No. 1998-0173056; and

WHEREAS, a First Amendment to the Declaration of Covenants, Conditions and Restrictions of Meadow Bend was recorded on February 19, 1999, as Instrument Number 1999-0038053 in the Office of the Recorder of Marion County (the "Declaration"); and

WHEREAS, the Declaration for Maintenance of Meadow Bend was recorded in the Office of the Recorder of Marion County, Indiana on April 20, 1999 as Instrument No. 1999-00074487; and

WHEREAS, a Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Meadow Bend was recorded on January 21, 2000, as Instrument Number 2000-0009630 in the Office of the Recorder of Marion County (the "Declaration"); and

WHEREAS, the Plat for Section 4 of Meadow Bend was recorded in the Office of the Recorder of Marion County, Indiana on August 8, 2000 as Instrument No. 2000-00135019; and

WHEREAS, a Third Amendment to the Declaration of Covenants, Conditions and Restrictions of Meadow Bend was recorded on October 23, 2000, as Instrument Number 2000-0169427 in the Office of the Recorder of Marion County (the "Declaration"); and

WHEREAS, a Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions of Meadow Bend was recorded on June 25, 2001, as Instrument Number 2001-0108247 in the Office of the Recorder of Marion County (the "Declaration"); and

WHEREAS, the Plat for Section 5 of Meadow Bend was recorded in the Office of the Recorder of Marion County, Indiana on March 22, 2002 as Instrument No. 2002-00054837; and

WHEREAS, Section 7 of Article VIII of the Declaration states the Declaration may be amended by a vote of the Owners of at least 2/3 of Lots and the Mortgagees of at least 2/3 of the Mortgagees who requested notice of an amendment, and the prior written approval of the Declarant, so long as the Declarant owns at least ten (10) lots within Meadow Bend; and

WHEREAS, no Mortgagee has given notice of its mortgage interest to the Board of Directors of the Association or requested notice of proposed amendments to the Declaration; and

WHEREAS, the Declarant does not own any Lots in Meadow Bend; and

WHEREAS, the Board of Directors of the Association has reviewed and affirmed that the amendment for the leasing of homes has been approved by the affirmative written vote of at least 2/3 of the Lot Owners; and

WHEREAS, the Board of Directors of the Association has reviewed and affirmed that the ballot for the leasing of homes incorrectly named the new section as section 27 of Article III and it should have named as section 28 of Article III; and

WHEREAS, the Board of Directors of the Association has reviewed and affirmed that the amendment to section 19 regarding outbuildings has been approved by the affirmative written vote of at least 2/3 of the Lot Owners; and

NOW THEREFORE, pursuant to the foregoing, the Declaration is hereby amended by:
(a) deleting the language in Section 19 of Article III of the Declaration in its entirety and in its place adding the following language to Section 19; and (b) adding the following new Section 28 to Article III of the Declaration:

Article III

Section 19. Outbuildings. No outbuildings shall be permitted unless they are architecturally compatible with the home and approved by the ACC.

Section 28. Leasing of Homes.

(a) Lots shall be used for only single-family residential purposes. The occupation of any Lot by any party other than the legal title owner of the Lot is hereby prohibited, unless specifically permitted by the provisions contained herein. For purposes of this Section, a Leased Dwelling is exclusively occupied by one or more non-owner tenants, if the Owner does not also correspondingly occupy the Dwelling as the Owner's principal place of residence.

(i) Leasing Prohibited. No Dwelling or Lot located in Meadow Bend may be leased or rented, unless a hardship exception is granted by the Board.

(ii) Hardship Exceptions. The Board may use its discretion to grant an exception to the rental prohibition herein, for not more than one (1) year at a time, to an Owner if the Board determines that the Owner has a significant hardship and the Owner is not delinquent in paying any assessments or other charges due to the Association and is not in violation of the Declaration of Covenants, Conditions and Restrictions for Meadow Bend ("Declaration"), By-Laws of Meadow Bend, any rules and regulations promulgated by the Board of Directors of Meadow Bend. For purposes of this Section, examples of a significant hardship may include, but are not limited to:

- (1) death of an Owner or death of an Owner's spouse;
- (2) dissolution of a marriage of an Owner(s);
- (3) extreme financial or personal hardship;
- (4) extended illness of an Owner(s);
- (5) temporary and necessary relocation of the residence of an Owner to

a point outside of a fifty (50) mile radius of the perimeter of Dwelling due to a change of employment, military deployment or retirement;

(6) temporary and necessary relocation of the residence of an Owner due to mental or physical infirmity or disability of at least one (1) of the Owners; or

(7) any other legitimate reason as solely determined by the Board.

(iii) Leasing Restrictions. In the event an Owner is granted a hardship exception to the rental prohibitions herein, the following provisions shall apply:

(1) Leases in Writing. All leases, including approved renewals of any lease, shall be in writing, and no Lease shall be for less than the entire Dwelling. Subleasing and boarding houses shall not be permitted. Under no circumstances shall a Dwelling be used for transient purposes.

(2) Copies of Lease. The Owner shall provide the Board with a copy of the Lease showing the name(s) of the tenant(s) and all other resident(s) living in the Dwelling. Copies of Leases may have the rental amount redacted.

(3) Leases Subject to Meadow Bend's Legal Documents. The Owner shall supply copies of the Declaration, By-Laws of Meadow Bend and rules and regulations, to the tenant prior to the effective date of the Lease. In addition, the Board shall have the power to promulgate such additional rules and regulations as, in its discretion, may be necessary or appropriate concerning leasing. All Leases shall be made expressly subject to and subordinate to, in all respects, the terms of the Declaration, By-Laws of Meadow Bend, and any other rules and regulations promulgated by the Board, as they may be amended from time to time, to the same extent as if the tenant were an Owner and a member of the Association. All Leases shall provide for direct action by the Association, and/or by any Owner against the tenant with or without joinder of the Owner of such Lot. In addition, the Lease shall provide that a violation of the covenants and restrictions of the Declaration, the By-Laws of Meadow Bend, or the rules and regulations of the Association or the laws/ordinances of the United States of America, State of Indiana, or City of Indianapolis, constitutes a breach of the Lease, which may be directly enforced by the Association. In which case the Association shall have the right to pursue all remedies provided under the Declaration, this Amendment and at law or in equity, including but not limited to, eviction of any tenants and/or non-owner occupants in violation.

(4) Owner is Still Liable. Under no circumstances shall approval of an exception provided for herein be interpreted or construed to provide for a release of the Owner from his/her responsibility to the Association and to the other Owners for compliance with the provisions of the Declaration, By-Laws of Meadow Bend

and any rules and regulations promulgated by the Board, or from the Owner's liability to the Association for payments of assessments.

(5) Voting Rights Not Transferable. Under no circumstances shall approval of an exception provided for herein alter the voting rights of any Owner. Voting rights may not be assigned to any tenant or non-owner occupant.

(iv) Exempt Owners. Subject to the provisions in this Section 28(a), these leasing restrictions do not apply to any Dwelling of an Owner ("Exempt-Owner") who, at the time of recording this Amendment, is renting or leasing his/her Dwelling for exclusive occupancy by one or more non-owner tenant(s). In order for this exemption to apply, the Exempt-Owner must deliver a copy of the executed Lease in effect on the date of recording of this Amendment ("Effective Date") to the Board or Managing Agent within sixty (60) days after the recording of this Amendment (rent or compensation exchanged may be redacted) and shall furnish a copy of any subsequent Lease or lease renewals within sixty (60) days after execution (rent or compensation exchanged may be redacted).

(1) Failure of such Exempt-Owner to timely deliver a copy of any current Lease to the Board shall result in the Exempt-Owner's Dwelling being subject to the restrictions in this Section 28(a). However, the Exempt-Owner's right to lease the Dwelling shall continue, so long as the Exempt-Owner owns the Dwelling.

(2) Notwithstanding anything contained herein to the contrary, when an Exempt-Owner of any rented or leased Dwelling, sells, transfers or conveys title to such Dwelling, the Exempt-Owner shall no longer be exempt and his/her Dwelling shall immediately become subject to all leasing restrictions in this Section 28(a).

(v) Violations. If any Owner leases or rents his/her Dwelling in violation of the provisions of this Amendment, the Association and/or any other Owner may bring legal or equitable action to enjoin the violation and seek any other relief available according to the Declaration or at law or in equity. In the event that legal counsel is retained to enforce this Amendment, the Association any other Owner shall be entitled to an award from the violating Owner of its costs and attorney's fees incurred and as may be further provided for in the Declaration.

(vi) Foreclosures. The provisions of this Amendment shall not apply to any institutional mortgage holder of any Lot, who might come into possession of a Dwelling by reason of any remedies provided by law or in equity or in a mortgage foreclosure sale or lien foreclosure sale or as a result of other judicial sale or as a result of any proceeding, arrangement or deed in lieu of foreclosure, if such mortgage holder was in possession of the Dwelling at the time this Amendment was approved. Further, the provisions of this Amendment shall not apply to the Association, who might come into possession of a Dwelling by reason of any remedies provided by law or in equity or in a lien foreclosure

sale. This exemption is non-transferable. After the approval and recording of this Amendment, these provisions shall apply to all mortgage holders of any Lot acquiring its Lot after the date of recording of this Amendment.

(vii) Severability. If a court having proper jurisdiction holds a particular provision of this Amendment unenforceable or invalid for any reason, that provision shall be modified only to the extent necessary in the opinion of such court to make it enforceable and valid and the remainder of this Amendment shall be deemed valid and enforceable and shall be enforced to the greatest extent possible under the then existing law. In the event the court determines such modification is not possible, the provision shall be deemed severable and deleted, and all other provisions of this Amendment shall remain unchanged and in full force and effect.

[Remainder of page intentionally left blank, signature page to follow.]

IN WITNESS WHEREOF, we the undersigned officers of the Meadow Bend Homeowners' Association, Inc., do hereby execute this Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions of Meadow Bend; certify that at least 2/3 of the total Lot Owners voted to approve this Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions of Meadow Bend; certify that the ballot used to vote for the leasing of homes incorrectly numbered the new section as section 27 and it should have numbered as section 28; and certify the truth of the facts stated this 15 day of July, 2022.

MEADOW BEND HOMEOWNERS' ASSOCIATION, INC.

By: _____
(Signature of President)

Christopher V Carrington
(Printed Name of President)

ATTEST:

(Signature of Secretary)

Curtis Anderson
(Printed Name of Secretary)

STATE OF INDIANA)
) SS.
COUNTY OF Marion)

Before me a Notary Public in and for said County and State personally appeared Christopher V Carrington (President) and Curtis Anderson (Secretary), President and Secretary respectively of Meadow Bend Homeowners' Association, Inc. who acknowledged execution of the foregoing Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions of Meadow Bend and who, having been duly sworn, stated the representations contained herein are true.

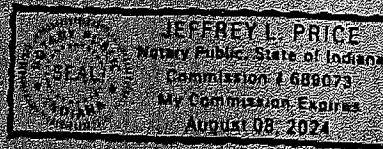
Witness my hand and Notarial Seal this 15 day of July, 2022

8/8/24
Commission Expiration Date

Marion
County of Residence

689073
Commission Number

Notary Public
Jeffrey L Price
Printed Name



I, hereby affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Robert D. Roache, II

This document prepared by:

Robert D. Roache, II
ROACHE & ASSOCIATES
581 S. Rangeline Rd., Suite A1
Carmel, IN 46032-2149
(317) 688-7082









Meadow Bend 22-05 Leasing Amendment Recordable 6-27-22

Final Audit Report

2022-07-01

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DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR MEADOW BEND

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DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR MEADOW BEND

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MEADOW BEND ("DECLARATION"), MADE THIS 5TH DAY OF MAY, 1992, BY TIMBERLAKES DEVELOPMENT CO. LLC

WITNESSETH THAT:

WHEREAS, DECLARANT IS THE OWNER OF CERTAIN REAL ESTATE LOCATED IN MARION COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT "A" ("REAL ESTATE"); AND

WHEREAS, DECLARANT INTENDS TO DEVELOP THE REAL ESTATE, BY CONSTRUCTING RESIDENTIAL FACILITIES, WHICH SHALL BE KNOWN AS MEADOW BEND; AND

WHEREAS, A PLAT FOR THE REAL ESTATE TO BE DEVELOPED BY DECLARANT AS MEADOW BEND TO BE RECORDED IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA.

WHEREAS, DECLARANT INTENDS TO SELL AND CONVEY THE RESIDENTIAL FACILITIES AND LOTS WITHIN MEADOW BEND AND DESIRES TO SUBJECT THE REAL ESTATE TO CERTAIN COVENANTS, CONDITIONS, AND RESTRICTIONS ("COVENANTS") IN ORDER TO ENSURE THAT THE DEVELOPMENT AND USE OF THE VARIOUS LOTS ON THE REAL ESTATE ARE HARMONIOUS AND DO NOT ADVERSELY AFFECT THE VALUE OF SURROUNDING LOTS ON THE REAL ESTATE; AND

WHEREAS, DECLARANT DESIRES TO PROVIDE FOR MAINTENANCE OF THE COMMON AREAS, LAKE, TREE PRESERVATION EASEMENTS AND OTHER IMPROVEMENTS LOCATED ON THE REAL ESTATE WHICH ARE OF COMMON BENEFIT TO THE OWNERS OF THE VARIOUS LOTS WITHIN SAID SUBDIVISION, AND TO THAT END DESIRES TO ESTABLISH CERTAIN OBLIGATIONS ON SAID OWNERS AND A SYSTEM OF ASSESSMENTS AND CHARGES UPON SAID OWNERS FOR CERTAIN MAINTENANCE AND OTHER COSTS IN CONNECTION WITH THE OPERATION OF MEADOW BEND;

NOW THEREFORE, DECLARANT HEREBY DECLARES THAT ALL OF THE REAL ESTATE AS IT IS NOW HELD AND SHALL BE HELD, CONVEYED, HYPOTHECATED OR ENCUMBERED, LEASED, RENTED, USED OCCUPIED AND IMPROVED, IS SUBJECT TO THE FOLLOWING COVENANTS. ALL OF THE COVENANTS SHALL RUN WITH THE REAL ESTATE AND SHALL BE BINDING UPON THE DECLARANT AND UPON THE PARTIES HAVING OR ACQUIRING ANY RIGHT, TITLE, OR INTEREST, LEGAL OR EQUITABLE, IN AND TO THE REAL ESTATE OR ANY PART OR PARTS THEREOF AND SHALL INURE TO THE BENEFIT OF THE DECLARANT AND EVERY ONE OF THE DECLARANT'S SUCCESSORS IN TITLE TO THE REAL ESTATE OR ANY PART OR PARTS THEREOF.

ARTICLE I.

GENERAL PURPOSE OF THIS DECLARATION

THE REAL ESTATE IS HEREBY SUBJECTED TO THE COVENANTS HEREIN DECLARED TO PRESERVE THE VALUE OF THE REAL ESTATE, TO ENSURE PROPER USE AND APPROPRIATE IMPROVEMENT OF THE REAL ESTATE, TO ENCOURAGE THE CONSTRUCTION OF ATTRACTIVE STRUCTURES AND OTHER ATTRACTIVE IMPROVEMENTS AT APPROPRIATE LOCATIONS ON THE REAL ESTATE, TO PREVENT HAPHAZARD DEVELOPMENT THEREOF WHICH MAY NOT BE HARMONIOUS WITH OTHER IMPROVEMENTS ON THE REAL ESTATE, TO PRESERVE AND MAINTAIN PROPER SETBACKS FROM STREETS AND ADEQUATE FREE SPACE BETWEEN STRUCTURES, TO PROVIDE FOR ADEQUATE AND PROPER MAINTENANCE OF THE REAL ESTATE SO AS TO ENSURE A HIGH QUALITY APPEARANCE AND CONDITION OF THE REAL ESTATE AND SO AS TO MEET THE REQUIREMENTS OF CERTAIN GOVERNMENTAL AGENCIES, ALL FOR THE PURPOSE OF PRESERVING THE VALUES OF ALL LOTS WITHIN MEADOW BEND AND TO ENSURE DESIRED HIGH STANDARDS OF MAINTENANCE OF THE REAL ESTATE, TO THE BENEFIT OF ALL OWNERS WITHIN MEADOW BEND.

ARTICLE II.

DEFINITIONS FOR ALL PURPOSES OF THIS DECLARATION

THE FOLLOWING TERMS, WHENEVER USED IN THIS DECLARATION, SHALL HAVE THE MEANINGS ASSIGNED TO THEM BY THIS ARTICLE II:

SECTION 1. ARCHITECTURAL CONTROL COMMITTEE. THE ARCHITECTURAL CONTROL COMMITTEE, OR "ACC", MEANS THE ARCHITECTURAL CONTROL COMMITTEE FOR MEADOW BEND TO BE APPOINTED IN ACCORDANCE WITH THIS DECLARATION.

SECTION 2. ASSESSMENT. "ASSESSMENT" MEANS THE SHARE OF THE COMMON EXPENSES IMPOSED UPON EACH LOT AS DETERMINED AND LEVIED PURSUANT TO THE PROVISIONS OF THIS DECLARATION.

SECTION 3. ASSOCIATION. "ASSOCIATION" MEANS MEADOW BEND HOMEOWNERS' ASSOCIATION, INC., AN INDIANA CORPORATION, FORMED OR TO BE FORMED FOR THE PURPOSE OF DETERMINING AND COLLECTING THE ASSESSMENTS AND OVERSEEING AND ENFORCING THE TERMS OF THIS DECLARATION.

SECTION 4. COMMON AREAS. "COMMON AREAS" MEANS CERTAIN AREAS NOT AMENABLE TO DEVELOPMENT WHICH MAY BE DESIGNATED AS LAKE, TREE PRESERVATION EASEMENTS, LANDSCAPE EASEMENTS OR COMMON AREA ON THE PLAT AND WHICH IS INTENDED FOR THE COMMON BENEFIT OF ALL LOTS.

SECTION 5. COMMON EXPENSE. "COMMON EXPENSE" MEANS THE ACTUAL OR ESTIMATED COST TO THE ASSOCIATION FOR MAINTENANCE, MANAGEMENT, OPERATION, REPAIR, IMPROVEMENT, AND REPLACEMENT OF COMMON AREAS, TREE PRESERVATION EASEMENTS, DRAINAGE SYSTEM, AND OTHER COST OR EXPENSE INCURRED BY THE ASSOCIATION FOR THE BENEFIT OF THE SAME.

SECTION 6. DECLARANT. "DECLARANT" MEANS TIMBERLAKES DEVELOPMENT CO. LLC, OR ANY OTHER PERSON, FIRM, CORPORATION OR PARTNERSHIP WHICH SUCCEEDS TO THE INTEREST OF TIMBERLAKES DEVELOPMENT CO. LLC, AS DEVELOPER AND/OR OWNER OF MEADOW BEND.

SECTION 7. DRAINAGE SYSTEM. "DRAINAGE SYSTEM" MEANS THE LAKE, STORM SEWERS, SUBSURFACE DRAINAGE TILES, PIPES AND STRUCTURES, AND OTHER STRUCTURES, FIXTURES, PROPERTIES, EQUIPMENT AND FACILITIES LOCATED IN, UPON, OR UNDER THE COMMON AREAS, EASEMENTS, OR STREETS AND DESIGNED FOR THE PURPOSE OF EXPEDITING THE DRAINAGE OF SURFACE AND SUBSURFACE WATERS FROM, OVER, AND ACROSS MEADOW BEND.

SECTION 8. EASEMENTS. "EASEMENTS" REFER TO THOSE AREAS RESERVED AS EASEMENTS, ON THE PLAT OF MEADOW BEND.

SECTION 9. MEADOW BEND. "MEADOW BEND" MEANS THE REAL ESTATE AS IT IS PLATTED AND RECORDED BY DECLARANT IN ACCORDANCE WITH THE PROVISIONS OF THIS DECLARATION.

SECTION 10. LANDSCAPE EASEMENTS. "LANDSCAPE EASEMENTS" REFER TO THOSE AREAS RESERVED AS LANDSCAPE EASEMENTS ON THE PLAT OF MEADOW BEND.

SECTION 11. LOT. "LOT" MEANS ANY OF THE SEPARATE PARCELS NUMBERED AND IDENTIFIED ON THE PLAT OF MEADOW BEND.

SECTION 12. MORTGAGEE. "MORTGAGEE" MEANS ANY HOLDER, INSURER, OR GUARANTOR OF ANY FIRST MORTGAGE ON ANY LOT.

SECTION 13. OWNER. "OWNER" MEANS ANY PERSON OR PERSONS WHO ACQUIRE, AFTER THE DATE OF THIS DECLARATION, LEGAL AND/OR EQUITABLE TITLE TO ANY LOT; PROVIDED, HOWEVER, THAT "OWNER" SHALL NOT INCLUDE ANY HOLDER OF ANY MORTGAGE OF ALL OR ANY PART OF ANY LOT, SO LONG AS SUCH HOLD DOES NOT HOLD BOTH LEGAL AND EQUITABLE TITLE THERETO.

SECTION 14. PLAT. "PLAT" MEANS THE FINAL PLAT RECORDED FOR MEADOW BEND.

SECTION 15. SEWAGE SYSTEM. "SEWAGE SYSTEM" MEANS ANY SANITARY SEWER LINES, LIFT STATIONS, EQUIPMENT, OR FACILITIES LOCATED IN, UPON, OR UNDER THE COMMON AREAS, EASEMENTS, OR STREETS AND DESIGNED TO PROVIDE FOR THE DISCHARGE OF SANITARY SEWAGE FROM ANY OR ALL LOTS, AS THE SAME ARE OR MAY BE CONSTRUCTED AT ANY TIME, AND ANY REPLACEMENT THEREOF OR SUBSTITUTE THEREFOR.

SECTION 16. STREETS. "STREETS" MEANS ALL OF THE PUBLIC AND PRIVATE ROADWAYS TO THE RESPECTIVE RIGHT-OF-WAY LINES THEREOF, AS SHOWN ON THE PLAT OF MEADOW BEND, WHICH HAVE BEEN OR HEREAFTER ARE CONSTRUCTED FOR THE PURPOSE OF PROVIDING COMMON ACCESS FOR OWNERS, OCCUPANTS AND THEIR GUESTS AND INVITEES, TO ANY OR ALL LOTS.

ARTICLE III.

GENERAL RESTRICTIONS

SECTION 1. MAINTENANCE OF PREMISES. IN ORDER TO MAINTAIN THE STANDARDS OF MEADOW BEND, NO WEEDS, UNDERBRUSH OR OTHER UNSIGHTLY GROWTHS SHALL BE PERMITTED TO GROW OR REMAIN UPON ANY LOT, AND NO REFUSE PILE OF UNSIGHTLY OBJECTS SHALL BE ALLOWED TO BE PLACED OR SUFFERED TO REMAIN ANYWHERE THEREON. ALL OWNERS SHALL MAINTAIN THEIR LOTS AND IMPROVEMENTS SITUATED THEREON IN A MANNER SO AS TO PREVENT THE LOT OR IMPROVEMENTS FROM BECOMING UNSIGHTLY, AND SPECIFICALLY, OWNER SHALL:

(a) MOW THE LOT AS SUCH TIMES AS MAY BE REASONABLY REQUIRED IN ORDER TO PREVENT THE UNSIGHTLY GROWTH OF VEGETATION AND NOXIOUS WEEDS. GRASS ALLOWED TO GROW TO A HEIGHT IN EXCESS OF SIX INCHES (6") SHALL BE DEEMED UNSIGHTLY.

(b) CUT DOWN AND REMOVE DEAD TREES. (SEE ADDITIONAL RESTRICTIONS IF TREE IS IN TREE PRESERVATION EASEMENT.)

(c) KEEP THE EXTERIOR OF ALL IMPROVEMENTS IN SUCH STATE OF REPAIR OR MAINTENANCE SO AS TO AVOID THEIR BECOMING UNSIGHTLY.

(d) PREVENT THE EXISTENCE OF ANY OTHER CONDITION THAT REASONABLY TENDS TO DETRACT FROM OR DIMINISH THE APPEARANCE OF THE LOT AND/OR MEADOW BEND.

(e) AN EXCEPTION TO SUBPARAGRAPHS 1 (a)-(d) OF THIS ARTICLE III ARE THOSE AREAS DESIGNATED AS TREE PRESERVATION EASEMENTS AND COMMON AREAS ON THE PLAT WHICH AREAS ARE TO BE LEFT IN A CONDITION SO AS TO APPEAR IN THEIR NATURAL STATE.

FAILURE TO COMPLY SHALL WARRANT THE DECLARANT, AUTHORIZED AGENTS OF MARION COUNTY OR THE ASSOCIATION TO CUT THE GROWTH OR WEEDS, OR CLEAR THE REFUSE FROM THE LOT AT THE EXPENSE OF THE OWNER. THE ASSOCIATION SHALL PLACE AND RECORD A LIEN AGAINST SAID LOT IN AN AMOUNT EQUAL TO THE EXPENSES THEREFOR AND COSTS WHICH COSTS MAY INCLUDE REASONABLE ATTORNEYS FEES FOR THE PLACEMENT OF SAID LIEN SHOULD SUCH BE DEEMED NECESSARY BY THE ASSOCIATION. SAID LIENS SHALL BE SUBJECT AND SUBORDINATE ONLY TO TAXES, MUNICIPAL LIENS, AND THE LIEN OF ANY BONA FIDE MORTGAGE UPON ANY LOT. AT THE OPTION OF THE ASSOCIATION, SAID LIENS MAY BE FORECLOSED UPON IN ANY COURT OF COMPETENT JURISDICTION BY THE ASSOCIATION AS PLAINTIFF FOR THE AMOUNT OF LIEN WITH INTEREST, ATTORNEY'S FEES AND COSTS. ANY JUDGEMENT OBTAINED SHALL BE WITHOUT RELIEF FROM VALUATION OR APPRAISEMENT LAWS.

SECTION 2. RESIDENTIAL PURPOSE. NO LOT SHALL BE USED EXCEPT FOR RESIDENTIAL PURPOSES. NO BUILDING SHALL BE ERRECTED, ALTERED, PLACED OR PERMITTED ON ANY LOT OTHER THAN A DWELLING NOT TO EXCEED TWO (2) STORIES IN HEIGHT. A DWELLING SHALL HAVE AN ATTACHED GARAGE OF A SIZE TO ACCOMMODATE AT LEAST TWO (2) CARS.

SECTION 3. SETBACKS. NO BUILDING SHALL BE LOCATED ON ANY LOT NEARER TO THE FRONT LOT LINE OR NEARER TO THE SIDE STREET LINE THAN THE MINIMUM BUILDING SETBACK LINES SHOWN ON THE RECORDED PLAT. THE MINIMUM SIDE YARD SETBACK SHALL BE SIX FEET (6') AND MINIMUM AGGREGATE OF THE SIDE YARDS ON ANY LOT SHALL BE SIXTEEN FEET (16'). THE MINIMUM REAR YARD SETBACK OF TWENTY (20) FEET SHALL BE PROVIDED FOR EACH PERIMETER LOT IN THE DEVELOPMENT INTERIOR LOTS MAY HAVE A MINIMUM REAR YARD OF FIFTEEN (15) FEET. FOR THE PURPOSES OF THIS COVENANT, EAVES, STEPS AND OPEN PORCHES SHALL NOT BE CONSIDERED AS A PART OF THE BUILDING, PROVIDED, HOWEVER, THAT THIS SHALL NOT BE CONSTRUED TO PERMIT ANY PORTION OF A BUILDING ON A LOT TO ENCROACH UPON ANOTHER LOT.

SECTION 4. EASEMENTS. EASEMENTS FOR INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES ARE RESERVED AS SHOWN ON THE RECORDED PLAT.

SECTION 5. LANDSCAPE EASEMENTS. THE LANDSCAPING WITHIN THE LANDSCAPE EASEMENTS SHALL INITIALLY BE DETERMINED BY THE ARCHITECTURAL CONTROL COMMITTEE AND DEVELOPED BY DECLARANT IN ACCORDANCE WITH THE LANDSCAPE PLAN FOR MEADOW BEND. THE DECLARANT, PRIOR TO THE INCORPORATION OF THE ASSOCIATION, AND THE ASSOCIATION THEREAFTER, SHALL MAINTAIN THE LANDSCAPE EASEMENTS. THE LANDSCAPE EASEMENTS LOCATED WITHIN THE DEDICATED COUNTY ROAD RIGHT-OF-WAY SHALL BE SUBJECT TO TERMINATION BY THE COUNTY IF, IN ITS DISCRETION, THE COUNTY DETERMINES THAT THE LANDSCAPE EASEMENTS ARE NOT BEING PROPERLY MAINTAINED AND/OR CONSTITUTE A HAZARD TO THE MOTORING PUBLIC.

SECTION 6. INOPERABLE VEHICLES. AT NO TIME SHALL ANY UNLICENSED AND/OR INOPERABLE VEHICLE BE PERMITTED ON ANY LOT, COMMON AREA, STREET OR EASEMENT UNLESS KEPT ENTIRELY WITHIN A GARAGE.

SECTION 7. TRUCKS, BOATS, RECREATIONAL VEHICLES. NO SEMI-TRUCK, TRAILER, BOAT OR TRAILER, MOBILE HOME, OR RECREATIONAL VEHICLE, OR ANY SIMILAR EQUIPMENT SHALL BE PERMITTED TO BE KEPT ON ANY LOT UNLESS KEPT ENTIRELY WITHIN A GARAGE.

SECTION 8. NUISANCES. NO NOXIOUS, OBNOXIOUS, OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BECOME ANY ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD. THIS PROVISION MAY BE CONSTRUED TO PROHIBIT EXTREMELY AUDIBLE MUSIC OR ACTIVITIES.

SECTION 9. OUTDOOR STORAGE. NO LARGE MACHINERY OR EQUIPMENT SHALL BE PERMITTED TO BE KEPT OR STORED ON ANY LOT EXCEPT WITHIN THE DWELLING.

SECTION 10. DRAINAGE DITCHES. DRAINAGE SWALES (DITCHES) ALONG DEDICATED ROADWAYS AND WITHIN THE RIGHT-OF-WAY, OR ON DEDICATED EASEMENTS, ARE NOT TO BE ALTERED, DUG OUT, FILLED IN, TILED OR OTHERWISE CHANGED WITHOUT THE WRITTEN PERMISSION OF AUTHORIZED AGENTS OF MARION COUNTY.

ANY PROPERTY OWNER ALTERING, CHANGING, DAMAGING, OR FAILING TO MAINTAIN THESE DRAINAGE SWALES OR DITCHES WILL BE HELD RESPONSIBLE FOR SUCH ACTION AND WILL BE GIVEN TEN (10) DAYS NOTICE BY CERTIFIED MAIL TO REPAIR SAID DAMAGE, AFTER WHICH TIME, IF NO ACTION IS TAKEN, AUTHORIZED AGENTS OF MARION COUNTY MAY CAUSE SAID REPAIRS TO BE ACCOMPLISHED AND THE BILL FOR COST OF SAID REPAIRS WILL BE SENT TO THE AFFECTED PROPERTY OWNER FOR THE IMMEDIATE PAYMENT.

SECTION 11. SIGNS. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE (1) PROFESSIONALLY MANUFACTURED SIGN OF NOT MORE THAN FIVE (5) SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT, OR SIGNS USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALE PERIOD.

SECTION 12. CHILDCARE SERVICES. NO PRE-SCHOOL, BABYSITTING BUSINESS OR SUCH CHILDCARE SERVICES FOR MORE THAN SIX (6) CHILDREN SHALL BE ALLOWED TO OPERATE UPON ANY LOT.

SECTION 13. MINING OPERATION. NO OIL DRILLING, OIL DEVELOPMENT OPERATION, OIL REFINING QUARRYING, OR MINING OPERATIONS OF ANY KIND SHALL BE PERMITTED UPON OR IN ANY LOT NOR SHALL OIL WELLS, TANKS, TUNNELS, MINERAL EXCAVATIONS, OR SHAFTS BE PERMITTED UPON OR IN ANY LOT. NO DERRICK OR OTHER STRUCTURE DESIGNED FOR USE IN BORING FOR OIL OR NATURAL GAS SHALL BE ERECTED, MAINTAINED OR PERMITTED UPON ANY LOT.

SECTION 14. ANIMALS. NO ANIMALS, LIVESTOCK, OR POULTRY OF ANY KIND SHALL BE RAISED, BRED OR KEPT ON ANY LOT, EXCEPT THAT DOGS, CATS, OR OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT BRED, KEPT OR MAINTAINED FOR ANY COMMERCIAL USE AND ARE HOUSED WITHIN THE DWELLING.

SECTION 15. RUBBISH, TRASH, AND GARBAGE. RUBBISH, TRASH, GARBAGE OR ANY OTHER WASTE SHALL NOT BE ALLOWED TO BE COMPILED, ACCUMULATED OR DUMPED ON ANY LOT. GARBAGE AND TRASH SHALL BE KEPT IN APPROPRIATE CONTAINERS WHICH ARE NOT VISIBLE FROM THE STREET, EXCEPT ON COLLECTION DAY.

SECTION 16. CORNER LOT. NO FENCE, WALL, HEDGE OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES AT ELEVATIONS BETWEEN 2 AND 6 FEET ABOVE ROADWAYS SHALL BE PLACED OR PERMITTED ON ANY CORNER LOT WITHIN THE TRIANGULAR AREA FORMED BY THE STREET PROPERTY LINE AND A LINE CONNECTING THEM AT POINTS 25 FEET FROM THE INTERSECTION OF THE STREET LINES EXTENDED. THE SAME SIGHT LINE LIMITATIONS SHALL APPLY ON ANY LOT WITHIN 10 FEET FROM THE INTERSECTION OF A STREET PROPERTY LINE WITH THE EDGE OF A DRIVEWAY OR ALLEY PAVEMENT. NO TREE SHALL BE PERMITTED TO REMAIN WITHIN SUCH DISTANCES OF SUCH INTERSECTIONS UNLESS THE FOLIAGE LINE IS MAINTAINED AT SUFFICIENT HEIGHT TO PREVENT OBSTRUCTIONS OF SUCH SIGHT LINES.

SECTION 17. FIELD TILES. ANY FIELD TILE OR UNDERGROUND DRAIN WHICH IS ON ANY LOT MUST BE ALLOWED TO PERPETUATE AND ALL OWNERS OF THE LOTS IN THIS SUBDIVISION AND THEIR SUCCESSORS SHALL COMPLY WITH THE INDIANA DRAINAGE CODE OF 1965.

SECTION 18. LANDSCAPING. ALL SINGLE FAMILY STRUCTURES SHALL HAVE YARDS AND LANDSCAPING WHICH WILL INCLUDE A MINIMUM OF 2-2 1/2" CALIPER TREES, AT LEAST ONE OF SAID TREES WILL BE OF HARDWOOD VARIETY, AND 12 LOW BUSHES, WITH THE PACKAGE VALUED AT \$1500.00. ALL FRONT YARDS SHALL BE SOD.

SECTION 19. OUTBUILDINGS. NO "OUTBUILDING" WILL BE PERMITTED UNLESS THEY ARE ARCHITECTURALLY COMPATIBLE WITH THE HOME AND APPROVED BY THE HOMEOWNER'S ASSOCIATION. NO OUTBUILDINGS SHALL BE PERMITTED ON PERIMETER LOTS ALONG FRYE ROAD AND FRANKLIN ROAD.

SECTION 20. DRIVEWAYS AND CARPORTS. ALL DRIVEWAYS MUST BE PAVED WITH CONCRETE, ASPHALT OR OTHER ALL-WEATHER SURFACE EXCLUDING GRAVEL. NO CARPORTS ARE PERMITTED.

SECTION 21. COMMUNICATION DEVICES. SATELLITE DISKS OF NO MORE THAN TWO (2) FEET IN DIAMETER WILL BE THE ONLY ANTENNA PERMITTED.

SECTION 22. MAILBOXES. ALL MAILBOXES IN MEADOW BEND SHALL BE UNIFORM IN APPEARANCE. THE STYLE, TYPE AND LOCATION SHALL BE DETERMINED BY THE ARCHITECTURAL CONTROL COMMITTEE (ACC). OWNERS SHALL BE PROHIBITED FROM REMOVING, ALTERING, OR SUBSTITUTING THE MAILBOXES APPROVED BY THE ACC. OWNERS SHALL BE RESPONSIBLE TO KEEP THE MAILBOXES IN A GOOD STATE OF REPAIR AND TO REPLACE THEM WITH A SUBSTANTIALLY IDENTICAL ONE IF NECESSARY.

SECTION 23. WELLS AND SEPTIC TANKS. NO WATER WELLS SHALL BE DRILLED ON ANY LOT. SEPTIC TANKS SHALL BE PROHIBITED.

SECTION 24. SWIMMING POOLS. ABOVE-GROUND SWIMMING POOLS ARE PROHIBITED.

SECTION 25. CONSTRUCTION, EARTH-MOVING, EXCAVATION. NO CONSTRUCTION, SIGNIFICANT EARTH-MOVING, OR EXCAVATING WORK OF ANY NATURE MAY BE CONDUCTED ON ANY LOT WITHOUT FIRST HAVING ANY DEVELOPMENT PLANS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE.

SECTION 26. FENCES, WALLS, BARRIERS. ALL FENCES, WALLS, BARRIERS OR LIKE STRUCTURES MUST BE APPROVED IN WRITING BY THE ARCHITECTURAL CONTROL COMMITTEE PRIOR TO CONSTRUCTION. NO SUCH STRUCTURE SHALL BE PLACED CLOSER TO THE FRONT LOT LINE THAN THE FRONT BUILDING SETBACK LINE.

SECTION 27. DECORATIVE STRUCTURES. NO DECORATIVE STRUCTURE, STATUE, OR OTHER STRUCTURE MAY BE PLACED ON THE LOT CLOSER TO THE FRONT LOT LINE THAN THE FRONT BUILDING SETBACK LINE.

ARTICLE IV.

LAKE COVENANTS AND RESTRICTIONS

SECTION 1. THE AREA TO BE KNOWN AS THE LAKE AND WHICH IS SHOWN AS COMMON AREA AND DESCRIBED AS A STORM DETENTION EASEMENT ON THE PLAT (HEREINAFTER "LAKE") SHALL BE INCLUDED AS COMMON AREA AS REFERENCED HEREIN, TO BE MAINTAINED AND CONTROLLED BY THE ASSOCIATION.

SECTION 2. THE ASSOCIATION SHALL BE RESPONSIBLE FOR FORMULATING RULES AND REGULATIONS PERTAINING TO THE LAKE AS WELL AS CREATING AN ANNUAL BUDGET TO ASSURE ADEQUATE MAINTENANCE, UPKEEP AND REPAIR OF THE LAKE PROPERTY, SAID BUDGET SHALL BE INCLUDED AS PART OF THE OWNERS' ANNUAL ASSESSMENT.

SECTION 3. THE LAKE MAY BE USED ONLY IN THE MANNER AUTHORIZED BY THE ASSOCIATION WHICH SHALL NOT BE INCONSISTENT WITH THE PROVISIONS OF THIS DECLARATION.

SECTION 4. NO PRIVATELY OWNED PERSONAL PROPERTY OF ANY KIND SHALL BE ALLOWED TO REMAIN WITHIN THE LAKE AREA EXCEPT WHEN THE OWNER OF SUCH PROPERTY IS PRESENT.

SECTION 5. NO DOCKS OR PIERS WILL BE ALLOWED EXCEPT THOSE WHICH MAY BE AUTHORIZED BY, CONSTRUCTED, OWNED, AND OPERATED BY THE ASSOCIATION.

SECTION 6. NO OWNER OR THIRD PARTY SHALL DO OR PERMIT ANOTHER TO DO ANY ACT WHICH COULD RESULT IN POLLUTION OF THE LAKE, DIVERSION OF ANY WATER, RAISE THE ELEVATION OF THE WATER, SIGNIFICANTLY DISTURB THE EARTH OR THE EMBANKMENT OF THE LAKE AREAS, OR ANY OTHER CONDUCT WHICH COULD RESULT IN AN ADVERSE EFFECT UPON THE WATER QUALITY, EMBANKMENT AND ADJACENT PROPERTY, DRAINAGE, OR ANY OTHER GENERAL CONDITION OF THE LAKE.

SECTION 7. THE ASSOCIATION, ON BEHALF OF THE OWNERS, OR AUTHORIZED AGENTS OF MARION COUNTY, SHALL HAVE THE AUTHORITY TO INSTITUTE AN ACTION FOR INJUNCTION TO ABATE SUCH ACTIVITY OR SEEK MANDATORY RELIEF FOR CORRECTION OF ANY DAMAGE CAUSED TO THE LAKE OR INTERFERENCE WITH THE DRAINAGE SYSTEM, TOGETHER WITH ANY DAMAGES INCURRED, AND UPON RECOVERY OF JUDGEMENT SHALL BE ENTITLED TO COST, TOGETHER WITH REASONABLE ATTORNEYS' FEES.

ARTICLE V

DECLARANT'S/ASSOCIATION'S RIGHT TO GUARANTEE COMPLIANCE

SECTION 1. IN THE EVENT THE OWNER OF ANY LOT IN MEADOW BEND SHALL FAIL TO MAINTAIN THAT LOT OR ANY OF ITS IMPROVEMENTS SITUATED THEREON IN ACCORDANCE WITH THE PROVISIONS OF THESE COVENANTS, THE ASSOCIATION, OR PRIOR TO THE ASSOCIATION'S INCORPORATION, THE DECLARANT, SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, BY AND THROUGH ITS AGENTS AND EMPLOYEES OR CONTRACTORS TO ENTER UPON SAID LOT, PERFORM SUCH ACTS AS MAY BE REASONABLY NECESSARY TO MAKE SUCH LOT IMPROVEMENTS THEREON, IF ANY, CONFORM TO THE REQUIREMENTS OF THESE COVENANTS. THE COST THEREOF TO THE ASSOCIATION OR DECLARANT SHALL BE COLLECTED IN ANY REASONABLE MANNER FROM OWNER. THE ASSOCIATION/DECLARANT SHALL NOT BE LIABLE FOR ANY DAMAGE WHICH MAY RESULT FROM ANY MAINTENANCE WORK PERFORMED HEREUNDER AT THE TIME DWELLINGS ARE CONSTRUCTED UPON.

ARTICLE VI.

MEADOW BEND ARCHITECTURAL CONTROL COMMITTEE

SECTION 1. APPOINTMENT OF ARCHITECTURAL CONTROL COMMITTEE. THE BOARD OF DIRECTORS OF THE ASSOCIATION, OR DECLARANT IF THE ASSOCIATION IS NOT YET INCORPORATED, SHALL APPOINT THE MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE (HEREINAFTER SOMETIMES REFERRED TO AS "ACC"). HOWEVER, INITIALLY THE ARCHITECTURAL CONTROL COMMITTEE SHALL CONSIST OF JERRY MARTIN, JEFF SMITH AND MIKE SHOTTS (HEREINAFTER "MARTIN, SMITH AND SHOTTS"). THE TERM MARTIN, SMITH AND SHOTTS SHALL SERVE AS THE ACC SHALL BE THAT PERIOD OF TIME CONSISTING OF THE SALE AND CONSTRUCTION OF RESIDENTIAL STRUCTURES ON ALL LOTS WITHIN MEADOW BEND. THEREAFTER, THE ACC SHALL CONSIST OF THREE MEMBERS WHO SHALL BE APPOINTED BY THE ASSOCIATION. THE TERM OF ANY ASSOCIATION APPOINTED MEMBER OF THE ACC SHALL BE ONE (1) YEAR IN LENGTH.

SECTION 2. CONSTRUCTION APPROVALS. NO CONSTRUCTION OF ANY BUILDING OR STRUCTURE OF ANY KIND, INCLUDING ADDITIONS, ALTERATIONS, SWIMMING POOLS, FENCES, SCREENS AND WALLS SHALL BEGIN WITHIN MEADOW BEND UNTIL THE PLANS AND SPECIFICATIONS, LOCATIONS AND PLOT PLAN THEREOF, IN DETAIL AND TO SCALE HAVE BEEN SUBMITTED TO AND APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. THE PLANS AND SPECIFICATIONS OF THE LOCATION OF ALL CONSTRUCTION SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATORY CODES, INCLUDING THOSE RELATING TO BUILDING, PLUMBING, AND ELECTRICAL REQUIREMENTS, AND SHALL ALSO COMPLY TO ALL ZONING COVENANTS AND RESTRICTIONS WHICH ARE APPLICABLE TO THE REAL ESTATE. REFUSAL OF APPROVAL OF PLANS AND SPECIFICATIONS, LOCATION AND PLOT PLAN BY DECLARANT MAY BE BASED ON ANY GROUND, INCLUDING PURELY AESTHETIC GROUNDS, IN THE SOLE AND ABSOLUTE DISCRETION OF THE ARCHITECTURAL CONTROL COMMITTEE. DECLARANT SHALL NOT BE RESPONSIBLE FOR ANY DEFECTS IN SUCH PLANS OR SPECIFICATIONS, OR IN ANY BUILDING OR STRUCTURE ERECTED ACCORDING TO SUCH PLANS AND SPECIFICATIONS.

THE PLANS AND SPECIFICATION SUBMITTED TO DECLARANT SHALL CONTAIN A PLOT PLAN TO SCALE WITH ADEQUATE PROVISION FOR LANDSCAPING, INCLUDING THE PLANTING OF TREES AND SHRUBS. THE DETERMINATION OF WHETHER ADEQUATE PROVISION HAS BEEN MADE FOR LANDSCAPING SHALL BE AT THE SOLE DISCRETION OF THE ARCHITECTURAL CONTROL COMMITTEE. THE REQUIRED LANDSCAPING AND DRIVEWAYS SHALL BE COMPLETE AT THE TIME OF COMPLETION OF THE BUILDING, OR AS SOON AS WEATHER AND SEASON PERMIT. DECLARANT SHALL NOT BE RESPONSIBLE FOR ANY DEFECTS IN SUCH PLANS OR SPECIFICATIONS, OR IN ANY BUILDING OR STRUCTURE ERECTED ACCORDING TO SUCH PLANS AND SPECIFICATIONS.

SECTION 3. DUTIES OF COMMITTEE. THE COMMITTEE SHALL APPROVE OR DISAPPROVE PROPOSED IMPROVEMENTS WITHIN THIRTY (30) DAYS AFTER ALL REQUIRED INFORMATION SHALL HAVE BEEN SUBMITTED TO IT. ONE COPY OF SUBMITTED MATERIAL SHALL BE RETAINED BY THE COMMITTEE FOR ITS PERMANENT FILES. ALL NOTIFICATIONS TO APPLICANTS SHALL BE IN WRITING, AND, IN THE EVENT THAT SUCH NOTIFICATION IS ONE OF DISAPPROVAL, IT SHALL SPECIFY THE REASON OR REASONS THEREFOR.

SECTION 4. LIABILITY OF COMMITTEE. NEITHER THE COMMITTEE NOR ANY AGENT THEREOF, NOR DECLARANT, 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.

SECTION 5. INSPECTION. THE COMMITTEE OR ITS AGENTS MAY INSPECT WORK BEING PERFORMED TO ASSURE COMPLIANCE WITH THE APPROVED PLANS AND THIS DECLARATION.

ARTICLE VII.

COVENANTS FOR MAINTENANCE ASSESSMENTS

SECTION 1. PURPOSE OF THE ASSESSMENTS. THE ASSESSMENTS LEVIED BY THE ASSOCIATION SHALL BE USED EXCLUSIVELY FOR THE PURPOSE OF PRESERVING THE VALUE OF THE LOTS WITHIN MEADOW BEND AND PROMOTING THE HEALTH, SAFETY, AND WELFARE OF THE OWNERS, USERS, AND OCCUPANTS OF THE SAME AND, IN PARTICULAR, FOR THE IMPROVEMENT, FENCING, OPERATING, AND MAINTENANCE OF THE COMMON AREAS AND LANDSCAPE EASEMENTS AND DRAINAGE SYSTEM, INCLUDING, BUT NOT LIMITED TO, THE PAYMENT OF TAXES AND INSURANCE THEREON AND FOR THE COSTS OF LABOR, EQUIPMENT, MATERIAL, AND MANAGEMENT FURNISHED WITH RESPECT TO THE COMMON AREAS AND LANDSCAPE EASEMENTS; PROVIDED THAT THE ASSOCIATION SHALL NOT BE RESPONSIBLE FOR THE REPLACEMENT, REPAIR OR MAINTENANCE OF ANY COMMON AREA WHICH IS OR HEREAFTER MAY BE DEDICATED TO THE PUBLIC. EACH OWNER HEREBY COVENANTS AND AGREES TO PAY THE ASSOCIATION:

- (a) A PRO-RATA SHARE (AS HEREINAFTER DEFINED) OF THE ANNUAL ASSESSMENTS FIXED, ESTABLISHED, AND DETERMINED FROM TIME TO TIME AS HEREINAFTER PROVIDED; AND

(b) A PRO-RATA SHARE (AS HEREINAFTER DEFINED) OF ANY SPECIAL ASSESSMENTS FIXED, ESTABLISHED, AND DETERMINED FROM TIME TO TIME, AS HEREINAFTER PROVIDED.

SECTION 2. LIABILITY FOR ASSESSMENTS. ALL ASSESSMENTS SHALL BE A PRIOR LIEN ON THE LOTS WITH RESPECT TO WHICH SAID ASSESSMENTS ARE IN FAVOR OF THE ASSOCIATION, SUBJECT AND SUBORDINATE ONLY TO TAXES, MUNICIPAL LIENS, AND TO THE LIEN OF ANY BONA FIDE MORTGAGE UPON ANY LOT, AND AT THE OPTION OF THE ASSOCIATION ASSESSMENTS MAY BE FORECLOSED UPON IN ANY COURT OF COMPETENT JURISDICTION BY THE ASSOCIATION AS PLAINTIFF FOR THE AMOUNT OF THE ASSESSMENT WITH INTEREST, ATTORNEY'S FEES AND COSTS. ANY JUDGEMENT OBTAINED SHALL BE WITHOUT RELIEF FROM VALUATION OR APPRAISEMENT LAWS. THE LIEN OF THE ASSESSMENTS PROVIDED FOR HEREIN SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE. SALE OR TRANSFER OF ANY LOT SHALL NOT AFFECT THE ASSESSMENT LIEN. HOWEVER, THE SALE OR TRANSFER OF ANY LOT PURSUANT TO MORTGAGE FORECLOSURE OR ANY PROCEEDING IN LIEU THEREOF, SHALL EXTINGUISH THE LIEN OR SUCH ASSESSMENTS AS TO PAYMENTS WHICH BECAME DUE PRIOR TO SUCH SALE OR TRANSFER. NO SALE OR TRANSFER SHALL RELIEVE SUCH LOT FROM LIABILITY FOR ANY ASSESSMENTS THEREAFTER BECOMING DUE OR FROM THE LIEN THEREOF.

SECTION 3. PRO-RATA SHARE. THE PRO-RATA SHARE OF EACH OWNER FOR PURPOSES OF THIS ARTICLE SHALL BE THE PERCENTAGE OBTAINED BY DIVIDING ONE BY THE TOTAL NUMBER OF LOTS WITHIN MEADOW BEND THAT HAVE BEEN CONVEYED BY THE DECLARANT TO AN OWNER ("PRO-RATA SHARE").

SECTION 4. BASIS OF ANNUAL ASSESSMENT. THE BOARD OF DIRECTORS OF THE ASSOCIATION SHALL ESTABLISH AN ANNUAL BUDGET PRIOR TO THE BEGINNING OF EACH FISCAL YEAR, SETTING FORTH ALL COMMON EXPENSES FOR THE COMING FISCAL YEAR, TOGETHER WITH A REASONABLE ALLOWANCE FOR CONTINGENCIES AND RESERVES OF THE ASSOCIATION. A COPY OF THIS BUDGET SHALL BE DELIVERED TO EACH OWNER WITHIN THIRTY (30) DAYS TO THE BEGINNING OF EACH FISCAL YEAR OF THE ASSOCIATION.

SECTION 5. BASIS OF SPECIAL ASSESSMENT. SHOULD THE BOARD OF DIRECTORS OF THE ASSOCIATION AT THE TIME DURING THE FISCAL YEAR DETERMINE THAT THE ASSESSMENTS LEVIED WITH RESPECT TO SUCH YEAR ARE INSUFFICIENT TO PAY THE COMMON EXPENSES FOR SUCH YEAR, THE BOARD OF DIRECTORS OF THE ASSOCIATION MAY, AT ANY TIME, AND FROM TIME TO TIME, LEVY SPECIAL ASSESSMENTS AS IT MAY DEEM NECESSARY FOR MEETING THE COMMON EXPENSES. IN ADDITION, THE BOARD OF DIRECTORS OF THE ASSOCIATION SHALL HAVE THE RIGHT TO LEVY AT ANY TIME, AND FROM TIME TO TIME, ONE OR MORE SPECIAL ASSESSMENTS FOR THE PURPOSE OF DEFRAYING, IN WHOLE, OR IN PART ANY UNANTICIPATED COMMON EXPENSE NOT PROVIDED FOR BY THE ANNUAL ASSESSMENT.

SECTION 6. NOTICE OF MEETINGS. WRITTEN NOTICE OF ANY MEETING CALLED FOR THE PURPOSE OF TAKING ACTION TO AUTHORIZE ASSESSMENTS SHALL BE SENT TO ALL MEMBERS NOT LESS THAN THIRTY (30) DAYS NOR MORE THAN SIXTY (60) DAYS IN ADVANCE OF THE MEETING.

SECTION 7. FISCAL YEAR; DATE OF COMMENCEMENT OF ASSESSMENTS; DUE DATES. THE FISCAL YEAR OF THE ASSOCIATION SHALL BE ESTABLISHED BY THE ASSOCIATION AND MAY BE CHANGED FROM TIME TO TIME BY ACTION OF THE ASSOCIATION. THE ANNUAL ASSESSMENT PROVIDED FOR HEREIN SHALL COMMENCE AS TO ALL LOTS ON THE FIRST DAY OF THE MONTH FOLLOWING THE CONVEYANCE OF THE COMMON AREA TO THE ASSOCIATION. DECLARANT SHALL BE RESPONSIBLE FOR ALL COMMON EXPENSES PRIOR TO ITS CONVEYING THE COMMON AREA TO THE ASSOCIATION. THE FIRST ANNUAL ASSESSMENT FOR EACH LOT SHALL BE PRO-RATED FOR THE BALANCE OF THE FISCAL YEAR OF THE ASSOCIATION IN WHICH SUCH ASSESSMENT IS MADE. THE ANNUAL ASSESSMENT FOR EACH YEAR AFTER THE FIRST ASSESSMENT YEAR SHALL BE DUE AND PAYABLE ON THE FIRST DAY OF EACH FISCAL YEAR OF THE ASSOCIATION. ANNUAL ASSESSMENTS SHALL BE DUE AND PAYABLE IN FULL AS OF THE ABOVE DATE, EXCEPT THAT THE ASSOCIATION MAY FROM TIME TO TIME BY RESOLUTION AUTHORIZE THE PAYMENT OF SUCH ASSESSMENTS IN INSTALLMENTS.

SECTION 8. DUTIES OF THE ASSOCIATION.

(a) THE BOARD OF DIRECTORS OF THE ASSOCIATION SHALL CAUSE PROPER BOOKS AND RECORDS OF THE LEVY AND COLLECTION OF EACH ANNUAL AND SPECIAL ASSESSMENT TO BE KEPT AND MAINTAINED, INCLUDING A ROSTER SETTING FORTH THE IDENTIFICATION OF EACH AND EVERY LOT AND EACH ASSESSMENT APPLICABLE THERETO, WHICH BOOKS AND RECORDS SHALL BE KEPT IN THE OFFICE OF THE ASSOCIATION AND SHALL BE AVAILABLE FOR THE INSPECTION AND COPYING BY EACH OWNER (OR DULY AUTHORIZED REPRESENTATIVE OF ANY OWNER) AT ALL REASONABLE TIMES DURING REGULAR BUSINESS HOURS OF THE ASSOCIATION. THE BOARD OF DIRECTORS OF THE ASSOCIATION SHALL CAUSE WRITTEN NOTICE OF ALL ASSESSMENTS LEVIED BY THE ASSOCIATION UPON THE LOTS AND UPON THE OWNERS TO BE MAILED TO THE OWNERS OR THEIR DESIGNATED REPRESENTATIVES AS PROMPTLY AS PRACTICABLE AND IN THE EVENT NOT LESS THAN THIRTY (30) DAYS PRIOR TO THE DUE DATE OF SUCH ASSESSMENT OR ANY INSTALLMENT THEREOF. IN THE EVENT SUCH NOTICE IS MAILED LESS THAN THIRTY (30) DAYS PRIOR TO THE DUE DATE OF THE ASSESSMENT TO WHICH SUCH NOTICE PERTAINS, PAYMENT OF SUCH ASSESSMENT SHALL NOT BE DEEMED PAST DUE FOR ANY PURPOSE IF PAID BY THE OWNER WITHIN THIRTY (30) DAYS AFTER THE DATE OF ACTUAL MAILING OF SUCH NOTICE.

(b) THE ASSOCIATION SHALL PROMPTLY FURNISH TO ANY OWNER OR MORTGAGEE UPON REQUEST A CERTIFICATE IN WRITING SIGNED BY AN OFFICER OF THE ASSOCIATION, SETTING FORTH THE EXTENT TO WHICH ASSESSMENT HAVE BEEN LEVIED AND PAID WITH RESPECT TO SUCH REQUESTING OWNER'S OR MORTGAGEE'S LOT. AS TO ANY PERSONS RELYING THEREON, SUCH CERTIFICATION SHALL BE CONCLUSIVE EVIDENCE OF PAYMENT OF ANY ASSESSMENTS THEREIN STATED TO HAVE BEEN PAID.

(c) THE ASSOCIATION SHALL NOTIFY ANY MORTGAGEE FROM WHICH IT HAS RECEIVED A WRITTEN REQUEST FOR NOTICE OF ANY DEFAULT IN THE PERFORMANCE BY ANY OWNER OF ANY OBLIGATION UNDER THE BY-LAWS OR THIS DECLARATION WHICH IS NOT CURED WITHIN SIXTY (60) DAYS.

(d) THE ASSOCIATION SHALL, UPON NOTIFICATION OF CONVEYANCE OF A LOT OR INTEREST THEREIN, PROVIDE A COPY OF THIS DECLARATION TO THE PERSONS OR ENTITIES RECEIVING SAID INTEREST.

SECTION 9. ADJUSTMENTS. IN THE EVENT THAT THE AMOUNTS ACTUALLY EXPENDED BY THE ASSOCIATION FOR COMMON EXPENSES IN ANY FISCAL YEAR EXCEED THE AMOUNTS BUDGETED AND ASSESSED FOR COMMON EXPENSES FOR THAT FISCAL YEAR, THE AMOUNT OF SUCH DEFICIT SHALL BE CARRIED OVER AND BECOME AN ADDITIONAL BASIS FOR ASSESSMENTS FOR THE FOLLOWING FISCAL YEAR. SUCH DEFICIT MAY BE RECOUPED EITHER BY INCLUSION IN THE BUDGET FOR ANNUAL ASSESSMENTS OR BY THE MAKING OF ONE OR MORE SPECIAL ASSESSMENTS FOR SUCH PURPOSE, AT THE OPTION OF THE ASSOCIATION. IN THE EVENT THAT THE AMOUNTS BUDGETED AND ASSESSED FOR COMMON EXPENSES IN ANY FISCAL YEAR EXCEED THE AMOUNT ACTUALLY EXPENDED BY THE ASSOCIATION FOR COMMON EXPENSES FOR THAT FISCAL YEAR, A PRO-RATA SHARE OF SUCH EXCESS SHALL BE A CREDIT AGAINST THE ASSESSMENT(S) DUE FROM EACH OWNER FOR THE NEXT FISCAL YEAR(S).

ARTICLE VIII.

ORGANIZATION AND DUTIES OF ASSOCIATION

SECTION 1. ORGANIZATION OF ASSOCIATION. THE ASSOCIATION SHALL BE ORGANIZED AS A NOT-FOR-PROFIT CORPORATION UNDER THE LAWS OF THE STATE OF INDIANA, TO BE OPERATED IN ACCORDANCE WITH THE MEADOW BEND HOMEOWNERS ASSOCIATION, INC. ARTICLES OF INCORPORATION, CODE OF BY-LAWS AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS WHICH HAVE BEEN FILED OR WILL BE FILED BY DECLARANT.

SECTION 2. MEMBERSHIP. THE MEMBERS OF THE ASSOCIATION SHALL CONSIST OF THE DECLARANT AND THE OWNERS OF LOTS IN MEADOW BEND PROVIDED THAT, IN THE EVENT THAT ANY ONE LOT SHALL BE OWNED BY MORE THAN ONE PERSON, PARTNERSHIP, TRUST, CORPORATION OR OTHER ENTITY, THEY SHALL BE TREATED COLLECTIVELY AS ONE MEMBER FOR VOTING PURPOSES.

THE ASSOCIATION SHALL HAVE TWO CLASSES OF VOTING MEMBERSHIP:

CLASS A. CLASS A MEMBERS SHALL BE ALL OWNERS WITH THE EXCEPTION OF THE DECLARANT AND SHALL BE ENTITLED TO ONE VOTE FOR EACH LOT OWNED. WHEN MORE THAN ONE PERSON HOLDS AN INTEREST IN ANY LOT, ALL SUCH PERSONS SHALL BE MEMBERS. THE VOTE FOR SUCH LOT SHALL BE EXERCISED AS THEY AMONGST THEMSELVES DETERMINE, BUT IN NO EVENT SHALL MORE THAN ONE VOTE BE CAST WITH RESPECT TO ANY LOT.

CLASS B. THE CLASS B MEMBERS SHALL BE THE DECLARANT, WHO SHALL BE ENTITLED TO THREE (3) VOTES FOR EACH LOT OWNED, AND THE FIRST BOARD OF DIRECTORS DURING THEIR RESPECTIVE TERMS, WHO SHALL HAVE NO VOTING RIGHTS. THE CLASS B MEMBERSHIP SHALL CEASE AND BE CONVERTED TO CLASS A MEMBERSHIP ON THE HAPPENING OF EITHER OF THE FOLLOWING EVENTS, WHICHEVER OCCURS EARLIER:

(a) WHEN THE TOTAL VOTES OUTSTANDING IN THE CLASS A MEMBERSHIP EQUAL THE TOTAL VOTES OUTSTANDING IN THE CLASS B MEMBERSHIP; OR

(b) ON JANUARY 1, 2001.

SECTION 3. BOARD OF DIRECTORS. THE MEMBERS SHALL ELECT A BOARD OF DIRECTORS OF THE ASSOCIATION AS PRESCRIBED BY THE BY-LAWS. THE BOARD OF DIRECTORS SHALL MANAGE THE AFFAIRS OF THE ASSOCIATION.

SECTION 4. BOARD MEMBERS. INITIALLY, THE BOARD OF DIRECTORS SHALL CONSIST OF THREE MEMBERS, THOSE PERSONS BEING JEROME P. MARTIN, JEFFERY K. SMITH AND MICHAEL SHOTTS (HEREINAFTER REFERRED TO AS INITIAL BOARD). THE INITIAL BOARD SHALL SERVE AS SAID BOARD MEMBERS UNTIL 75% OF THE LOTS IN MEADOW BEND HAVE BEEN SOLD AND DEVELOPED. THEREAFTER, THE BOARD SHALL CONSIST OF SIX MEMBERS WHO SHALL BE ASSOCIATION MEMBERS AND TO BE ELECTED BY THE ASSOCIATION MEMBERSHIP. EACH BOARD MEMBER SHALL SERVE A TWO YEAR TERM. HOWEVER, THE FIRST BOARD MEMBERS ELECTED BY THE ASSOCIATION SHALL SERVE TERMS AS FOLLOWS:

(a) 2 NEWLY ELECTED BOARD MEMBERS SHALL SERVE ONE YEAR TERMS

(b) 2 NEWLY ELECTED BOARD MEMBERS SHALL SERVE TWO YEAR TERMS

(c) 2 NEWLY ELECTED BOARD MEMBERS SHALL SERVE THREE YEAR TERMS

ALL SUBSEQUENT BOARD MEMBERS SHALL SERVE TWO YEAR TERMS.

SECTION 5. GENERAL DUTIES OF THE ASSOCIATION. THE ASSOCIATION IS HEREBY AUTHORIZED TO ACT AND SHALL ACT ON BEHALF OF, AND IN THE NAME OF, PLACE AND STEAD OF, THE INDIVIDUAL OWNERS IN ALL MATTERS PERTAINING TO THE MAINTENANCE, REPAIR AND REPLACEMENT, OF THE COMMON AREAS, THE DETERMINATION OF COMMON EXPENSES, THE COLLECTION OF ANNUAL AND SPECIAL ASSESSMENTS, AND THE GRANTING OF ANY APPROVALS WHENEVER AND TO THE EXTENT CALLED FOR BY THIS DECLARATION, FOR THE COMMON BENEFIT OF ALL SUCH OWNERS. THE ASSOCIATION SHALL ALSO HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ACT ON BEHALF OF ANY OWNER OR OWNERS IN SEEKING ENFORCEMENT OF THE TERMS, COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN THIS DECLARATION.

SECTION 6. LIABILITY OF ASSOCIATION. NEITHER THE ASSOCIATION NOR ITS DIRECTORS, OFFICERS OR AUTHORIZED AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER TO ANY OWNER FOR ANY ACTION TAKEN UNDER COLOR OR AUTHORITY OF THIS DECLARATION, OR FOR ANY FAILURE TO TAKE ANY

ACTION CALLED FOR BY THIS DECLARATION, UNLESS SUCH ACT OR FAILURE TO ACT IS IN THE NATURE OF WILLFUL OR RECKLESS DISREGARD OF THE RIGHTS OF THE OWNERS OR IN THE NATURE OF THE WILLFUL, INTENTIONAL, FRAUDULENT, OR RECKLESS MISCONDUCT.

SECTION 7. AMENDMENT OF DECLARATION. THE ASSOCIATION SHALL HAVE THE RIGHT TO AMEND THIS DECLARATION AT ANY TIME. AND FROM TIME TO TIME, UPON THE RECOMMENDATION OF AN AMENDMENT TO THE ASSOCIATION BY ITS BOARD OF DIRECTORS AND THE SUBSEQUENT APPROVAL OF SUCH AMENDMENT BY BOTH OWNERS OF AT LEAST TWO-THIRDS OF THE LOTS AND THE MORTGAGEES OF AT LEAST TWO-THIRDS MORTGAGEES REQUESTED NOTICE OF SAID ACTION; PROVIDED, HOWEVER, THAT ANY SUCH AMENDMENT OF THIS DECLARATION SHALL REQUIRE PRIOR WRITTEN APPROVAL OF THE DECLARANT SO LONG AS DECLARANT OWNS AT LEAST TEN LOTS WITHIN MEADOW BEND. EACH SUCH AMENDMENT MUST BE EVIDENCED BY A WRITTEN INSTRUMENT, SIGNED AND ACKNOWLEDGED BY DULY AUTHORIZED OFFICERS OF THE ASSOCIATION, AND BY DECLARANT WHEN ITS APPROVAL IS REQUIRED, SETTING FORTH THE FACTS SUFFICIENT TO INDICATE COMPLIANCE WITH THE COPY OF THE MINUTES OF THE ASSOCIATION MEETING AT WHICH THE NECESSARY ACTIONS WERE TAKEN, AND SUCH AMENDMENTS SHALL NOT BE EFFECTIVE UNTIL RECORDED IN THE OFFICE OF THE RECORDER OF MARION COUNTY. AS LONG AS THERE IS A CLASS B MEMBERSHIP, THE FOLLOWING ACTIONS WILL REQUIRE THE PRIOR APPROVAL OF THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT OR THE DEPARTMENT OF VETERANS AFFAIRS: ANNEXATION OF ADDITIONAL PROPERTIES, DEDICATION OF COMMON AREA, AND AMENDMENT OF THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

IT WITNESS WHEREOF, THE DECLARANT HAS CAUSED THIS DECLARATION TO BE AMENDED ON THE DATE FIRST ABOVE WRITTEN.

SECTION 8. INSURANCE. THE ASSOCIATION SHALL MAINTAIN IN FORCE ADEQUATE PUBLIC LIABILITY INSURANCE PROTECTING THE ASSOCIATION AGAINST LIABILITY FOR PROPERTY DAMAGE AND PERSONAL INJURY WITH THE AMOUNT OF SUCH COVERAGE IN NO EVENT TO BE LESS THAN ONE MILLION DOLLARS (\$1,000,000.00) FOR ANY SINGLE OCCURRENCE, OCCURRING ON OR IN CONNECTION WITH ANY AND ALL COMMON AREAS AND LANDSCAPE EASEMENTS. THE ASSOCIATION SHALL ALSO MAINTAIN IN FORCE ADEQUATE INSURANCE, INSURING ALL COMMON PROPERTY AGAINST WINDSTORM, VANDALISM, AND SUCH OTHER HAZARDS AS MAY BE INSURABLE UNDER STANDARD "EXTENDED COVERAGE" PROVISIONS IN AN AMOUNT SUFFICIENT TO COVER ANY FORESEEABLE MAINTENANCE, REMOVAL OR REPLACEMENT COSTS IN THE EVENT OF DAMAGE ATTRIBUTABLE TO SUCH HAZARDS. THE ASSOCIATION SHALL NOTIFY ALL MORTGAGEES WHICH HAVE REQUESTED NOTICE OF ANY LAPSE, CANCELLATION, OR MATERIAL MODIFICATION OF ANY INSURANCE POLICY. ALL POLICIES OF INSURANCE SHALL CONTAIN AN ENDORSEMENT OR CLAUSE WHEREBY THE INSURER WAIVES ANY RIGHT TO BE SUBROGATED TO ANY CLAIM AGAINST THE ASSOCIATION, ITS OFFICERS, BOARD MEMBERS, THE DECLARANT, ANY PROPERTY MANAGER, THEIR RESPECTIVE EMPLOYEES AND AGENTS, THE LOT OWNERS AND OCCUPANTS, AND ALSO WAIVES ANY DEFENSES BASED ON CO-INSURANCE OR ON INVALIDITY ARISING FROM ACTS OF THE INSURED, AND SHALL COVER CLAIMS OF ONE OR MORE INSURED PARTIES AGAINST OTHER INSURED PARTIES.

THE ASSOCIATION SHALL MAINTAIN A FIDELITY BOND INDEMNIFYING THE ASSOCIATION, THE BOARD OF DIRECTORS AND THE OWNERS FOR LOSS OF FUNDS RESULTING FROM FRAUDULENT OR DISHONEST ACTS OF ANY DIRECTOR, OFFICER, EMPLOYEE OR ANYONE WHO EITHER HANDLES OR IS RESPONSIBLE FOR FUNDS HELD OR ADMINISTERED BY THE ASSOCIATION, WHETHER OR NOT THEY RECEIVE COMPENSATION FOR THEIR SERVICES. THE FIDELITY BOND SHOULD COVER THE MAXIMUM AMOUNT OF FUNDS WHICH WILL BE IN THE CUSTODY OF THE ASSOCIATION OR ITS MANAGEMENT AGENT AT ANY TIME, BUT IN NO EVENT SHALL SUCH FIDELITY BOND COVERAGE BE LESS THAN THE SUM OF THREE (3) MONTHS' ASSESSMENTS ON ALL LOTS IN MEADOW BEND, PLUS THE ASSOCIATION'S RESERVE FUNDS.

THE ASSOCIATION SHALL CAUSE ALL INSURANCE POLICIES AND FIDELITY BONDS TO PROVIDE AT LEAST TEN (10) DAYS WRITTEN NOTICE TO THE ASSOCIATION, AND ALL MORTGAGEES WHO HAVE REQUESTED SUCH NOTICE, BEFORE THE INSURANCE POLICIES OR FIDELITY BONDS CAN BE CANCELLED OR SUBSTANTIALLY MODIFIED FOR ANY REASON. THE ASSOCIATION SHALL CAUSE THE PROVISIONS OF ALL INSURANCE POLICIES AND FIDELITY BONDS TO COMPLY WITH THE FEDERAL NATIONAL MORTGAGE ASSOCIATION LENDING GUIDE CHAPTER 3, PART 5, AS ESTABLISHED ON JANUARY 3, 1983, AS AMENDED ON JUNE 30, 1983, OR AS SUCH GUIDELINES MAY BE AMENDED THEREAFTER.

SECTION 9. CONDEMNATION; DESTRUCTION. IN THE EVENT THAT ANY OF THE COMMON AREAS SHALL BE CONDEMNED OR TAKEN BY ANY COMPETENT PUBLIC AUTHORITY, OR IN THE EVENT THE SAME SHALL BE DAMAGED OR DESTROYED BY ANY CAUSE WHATSOEVER, THE ASSOCIATION SHALL REPRESENT THE INTERESTS OF THE OWNERS IN ANY PROCEEDINGS, NEGOTIATIONS, INSURANCE ADJUSTMENTS, SETTLEMENTS, OR AGREEMENTS IN CONNECTION WITH SUCH CONDEMNATION, DAMAGE OR DESTRUCTION. ANY SUMS RECOVERED BY THE ASSOCIATION SHALL BE APPLIED, FIRST, TO THE RESTORATION AND REPAIR OF ANY COMMON AREA CONDEMNED, DAMAGED, OR DESTROYED, TO THE EXTENT SUCH RESTORATION OR REPAIR IS PRACTICABLE, AND THE BALANCE OF SUCH SUMS SHALL EITHER BE HELD AS A RESERVE FOR FUTURE MAINTENANCE OF THE COMMON AREA OR TURNED OVER TO THE OWNERS IN PROPORTION TO THEIR PRO-RATA SHARES, WHICHEVER MAY BE DETERMINED BY A MAJORITY VOTE OF THE MEMBERS OF THE ASSOCIATION. EACH OWNER SHALL BE RESPONSIBLE FOR PURSUING HIS OWN ACTION FOR DAMAGES TO HIS LOT, EITHER BY REASON OF DIRECT DAMAGE THERETO OR BY REASON OF AN IMPAIRMENT OF VALUE DUE TO DAMAGE TO THE COMMON AREAS. THE ASSOCIATION SHALL NOTIFY ALL MORTGAGEES OF WHICH IT HAS NOTICE OF ANY CONDEMNATION, DAMAGE, OR DESTRUCTION OF ANY COMMON AREA.

SECTION 10. MORTGAGEES' RIGHTS. THE MORTGAGEE SHALL HAVE THE RIGHT, AT THEIR OPTION, JOINTLY AND SEVERALLY, TO PAY TAXES OR OTHER CHARGES WHICH ARE IN DEFAULT OR WHICH MAY OR HAVE BECOME A CHARGE AGAINST THE COMMON AREA TO PAY OVERDUE PREMIUMS ON HAZARD INSURANCE POLICIES, OR SECURE NEW HAZARD INSURANCE COVERAGE ON THE LAPSE OF A POLICY FOR THE COMMON AREA, AND MORTGAGEES MAKING SUCH PAYMENT SHALL BE OWED IMMEDIATE REIMBURSEMENT THEREFOR FROM THE ASSOCIATION.

ARTICLE IX.

GENERAL PROVISIONS

SECTION 1. COVENANTS RUN WITH THE LAND. THE COVENANTS CREATED BY THIS DECLARATION SHALL ATTACH TO AND RUN WITH THE REAL ESTATE AND SHALL BE BINDING UPON EVERY PERSON WHO MAY HEREAFTER COME INTO OWNERSHIP, OCCUPANCY OR POSSESSION OF ANY PORTION OF THE REAL ESTATE.

SECTION 2. SCOPE OF COVENANTS. DECLARANT AND EACH OWNER OF ANY LOT BY ACCEPTANCE OF A DEED THEREFORE, WHETHER OR NOT IT SHALL BE EXPRESSED IN SUCH DEED, ARE DEEMED TO HAVE AGREED TO EACH AND EVERY ONE OF THE VARIOUS TERMS, COVENANTS, AND CONDITIONS, CONTAINED IN THIS DECLARATION, AND THE SAME SHALL BE OF MUTUAL AND RECIPROCAL BENEFIT TO DECLARANT AND EACH OWNER OF EACH LOT. DECLARANT AND EACH OWNER SHALL BE ENTITLED TO ENFORCE THIS DECLARATION AGAINST ANY OWNER TO THE FULL EXTENT PERMITTED HEREIN AND UNDER APPLICABLE LAW AND SHALL HAVE ALL RIGHTS AND REMEDIES FOR SUCH ENFORCEMENT AT LAW OR IN EQUITY. EACH OWNER SHALL BE LIABLE FOR SUCH ENFORCEMENT AT LAW OR IN EQUITY. EACH OWNER SHALL BE LIABLE FOR ANY FAILURE TO FULLY COMPLY WITH ALL OF THE TERMS, COVENANTS, AND CONDITIONS, CONTAINED IN THIS DECLARATION ONLY SO LONG AS EACH SUCH OWNER SHALL HAVE ANY INTEREST IN ANY LOT; PROVIDED, HOWEVER, THAT THE RELINQUISHING OF ALL SUCH INTEREST SHALL NOT OPERATE TO RELEASE ANY OWNER FROM LIABILITY FOR A FAILURE TO COMPLY WITH THIS DECLARATION WHICH OCCURRED WHILE SAID OWNER HAS SUCH INTEREST.

SECTION 3. ATTORNEYS' FEES. AS TO ANY LEGAL OR EQUITABLE PROCEEDINGS FOR THE ENFORCEMENT OF, OR TO RESTRAIN THE VIOLATION OF, THIS DECLARATION OR ANY PROVISION THEREOF, IF THE PARTY BRINGING SUCH ACTION IS SUCCESSFUL IN OBTAINING ANY REMEDY AGAINST ANY DEFAULTING OWNER, SUCH DEFAULTING OWNER SHALL PAY THE REASONABLE ATTORNEYS' FEES OF SUCH SUCCESSFUL PARTY, IN SUCH AMOUNT AS MAY BE FIXED BY THE COURT IN SUCH PROCEEDINGS.

SECTION 4. FAILURE TO ENFORCE NOT A WAIVER OF RIGHTS. THE FAILURE OF DECLARANT, THE ASSOCIATION, OR ANY OWNER TO ENFORCE ANY TERM, COVENANT, OR CONDITION, HEREIN CONTAINED SHALL IN NO EVENT BE DEEMED TO BE A WAIVER OF THE RIGHT TO DO SO THEREAFTER, NOR OF THE RIGHT TO ENFORCE ANY OTHER SUCH TERM, COVENANT OR CONDITION.

SECTION 5. RIGHTS OF MORTGAGEES. EXCEPT TO THE EXTENT OTHERWISE PROVIDED IN ARTICLE VII NO BREACH OF THIS DECLARATION SHALL DEFEAT OR RENDER INVALID THE LIEN OF ANY MORTGAGE NOW OR HEREAFTER EXECUTED UPON ANY PORTION OF THE REAL ESTATE SOLD UNDER A FORECLOSURE OF ANY MORTGAGE, ANY PURCHASER AT SUCH SALE AND HIS SUCCESSORS AND ASSIGNS SHALL HOLD ANY AND ALL LAND SO PURCHASED SUBJECT TO THIS DECLARATION. THE PROVISIONS OF ARTICLE VIII

HEREINABOVE NOTWITHSTANDING, NEITHER THE OWNERS NOR THE ASSOCIATION SHALL HAVE ANY RIGHT TO MAKE ANY AMENDMENT TO THIS DECLARATION WHICH MATERIALLY IMPAIRS THE RIGHTS OF ANY MORTGAGEE HOLDING, INSURING, OR GUARANTEEING ANY MORTGAGE ON ALL OR ANY PORTION OF THE REAL ESTATE AT THE TIME OF SUCH AMENDMENT.

SECTION 6. EFFECT OF INVALIDATION. IF ANY PROVISION OF THIS DECLARATION IS HELD TO BE INVALID BY ANY COURT, THE INVALIDITY OF SUCH PROVISION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PROVISIONS THEREOF.

SECTION 7. SECTION HEADINGS. SECTION HEADINGS USED HEREIN ARE USED FOR CONVENIENCE ONLY AND ARE NOT INTENDED TO BE A PART OF THIS DECLARATION OR IN ANY WAY TO DEFINE, LIMIT, OR DESCRIBE THE SCOPE AND INTENT OF THE PARTICULAR SECTIONS TO WHICH THEY REFER.

SECTION 8. NOTICES. ALL NOTICES IN CONNECTION WITH THIS DECLARATION SHALL BE MADE IN WRITING AND SHALL BE DEEMED DELIVERED (a) UPON PERSONAL DELIVERY TO THE INDIVIDUAL PERSON, IF ANY, DESIGNATED IN WRITING BY THE OWNER, AS LISTED IN THE ROSTER OF OWNER'S NAMES AND ADDRESSES REFERRED TO IN ARTICLE VII; OR (b) SEVENTY-TWO (72) HOURS AFTER THE DEPOSIT THEREOF IN ANY UNITED STATES MAIN OR BRANCH POST OFFICE, FIRST CLASS POSTAGE PREPAID, PROPERLY ADDRESSED TO THE ADDRESSEE THEREOF AT THE ADDRESS LISTED IN THE SAID ROSTER.

SECTION 9. LIMITATIONS AND DECLARANT'S RIGHTS. ANY NOTICE TO OR APPROVAL BY DECLARANT UNDER ANY PROVISION OF THIS DECLARATION SHALL NOT BE NECESSARY AFTER SUCH TIME AS DECLARANT OWNS FEWER THAN TEN (10) LOTS WITHIN MEADOW BEND.

SECTION 10. DEED CLAUSE TO IMPLEMENT DECLARATION. EACH OWNER COVENANTS AND AGREES THAT IT WILL NOT EXECUTE OR DELIVER ANY DEED OR CONVEYANCE OF A FEE TITLE INTEREST IN ANY LOT, OR ANY PORTION THEREOF, UNLESS SUCH DEED OR CONVEYANCE CONTAINS A CLAUSE SUBSTANTIALLY AS FOLLOWS:

"BY ACCEPTANCE AND RECORDING OF THIS CONVEYANCE, THE GRANTEE HEREIN COVENANTS AND AGREES TO BE BOUND BY THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MEADOW BEND PERTAINING TO THE REAL ESTATE HEREBY GRANTED, WHICH IS RECORDED IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA",

AND PROPERLY IDENTIFYING THE RECORDING INSTRUMENT NUMBER THEREIN. HOWEVER, THE FAILURE TO INCLUDE SUCH CLAUSE SHALL NOT HAVE ANY EFFECT ON THIS DECLARATION OR THE ENFORCEABILITY THEREOF AGAINST OWNER OF ANY INTEREST IN ANY PORTION OF THE REAL ESTATE.

SECTION 11. PROVISIONS AGAINST MERGER. DECLARANT HEREBY INTENDS THAT THE REAL ESTATE SHALL BE SUBJECT TO THIS DECLARATION, THAT THE COVENANTS CONTAINED HEREIN SHALL NOT BE MERGED INTO THE

TITLE OF THE DECLARANT REGARDLESS OF WHETHER DECLARANT IS THE FEE TITLE OWNER OF ALL OR ANY PART OF THE REAL ESTATE AT THE TIME THIS DECLARATION IS EXECUTED OR RECORDED.

SECTION 12. RESERVATIONS OF DECLARANT. THE PROVISIONS OF ARTICLE VII HEREOF NOTWITHSTANDING, DECLARANT HEREBY RESERVES THE RIGHT TO MAKE SUCH AMENDMENTS TO THIS DECLARATION AS MAY BE DEEMED NECESSARY OR APPROPRIATE BY DECLARANT, SO LONG AS DECLARANT OWNS AT LEAST TEN (10) LOTS WITHIN MEADOW BEND, WITHOUT THE APPROVAL OR CONSENT OF THE OWNERS OR MORTGAGEES OF THE LOTS; PROVIDED THAT DECLARANT SHALL NOT BE ENTITLED TO MAKE ANY AMENDMENT WHICH HAS MATERIALLY ADVERSE EFFECT ON THE RIGHTS OF ANY MORTGAGEE, NOR WHICH SUBSTANTIALLY IMPAIRS THE BENEFITS OF THIS DECLARATION TO ANY OWNER, OR SUBSTANTIALLY INCREASES THE OBLIGATIONS IMPOSED BY THIS DECLARATION ON ANY OWNER.

SECTION 13. RIGHTS TO COMMON AREAS. TITLE TO ALL COMMON AREAS SHALL BE HELD IN THE ASSOCIATION, AND EACH OWNER SHALL HAVE, AS NON-EXCLUSIVE, RECIPROCAL EASEMENTS APPURTENANT TO HIS LOT, A RIGHT OF ACCESS TO HIS LOT OVER THE STREETS, THE RIGHT TO REASONABLE USE OF THE RECREATION AREA IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE ASSOCIATION AND THE RIGHT OF ACCESS THERETO OVER THE STREETS, AND THE RIGHT OF PROPER UTILIZATION AND BENEFIT OF THE DRAINAGE SYSTEM, THE SEWAGE SYSTEM, AND ALL UTILITY LINES AND MAIN ABUTTING OR ADJACENT TO HIS LOT; PROVIDED, HOWEVER, THAT NO OWNER SHALL MATERIALLY INTERFERE WITH ANY OTHER OWNER IN EXERCISING HIS RIGHTS HEREUNDER. IN THE EVENT THAT ANY OWNER'S USE OF ANY COMMON AREA CAUSES SUCH AN INTERFERENCE, THE ASSOCIATION OR ANY OWNER SHALL HAVE ALL RIGHTS AND REMEDIES PROVIDED AT LAW OR IN EQUITY, FOR SUCH INTERFERENCE.

SECTION 14. TRANSFER OF CONTROL OF OWNER'S ASSOCIATION AND DELIVERY OF WARRANTY DEED TO COMMON AREAS. DECLARANT SHALL TRANSFER CONTROL OF THE OWNER'S ASSOCIATION TO THE LOT OWNERS AND GIVE A WARRANTY DEED CONVEYING THE COMMON AREAS TO THE ASSOCIATION FREE AND CLEAR OF ENCUMBRANCES NO LATER THAN THE EARLIER OF (a) FOUR (4) MONTHS AFTER THREE-FOURTHS (3/4) OF THE LOTS HAVE BEEN CONVEYED TO LOT PURCHASERS OR (b) SEVEN (7) YEARS AFTER THE FIRST LOT IS CONVEYED.

IN WITNESS WHEREOF, THE DECLARANT HAS CAUSED THIS DECLARATION TO BE EXECUTED ON THE DATE FIRST ABOVE WRITTEN.

"DECLARANT"
TIMBERLAKES DEVELOPMENT CO., LLC

BY: Jerome P. Martin

JEROME P. MARTIN, MEMBER
(NAME AND TITLE PRINTED)

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED JEROME P. MARTIN, WHO ACKNOWLEDGED THE EXECUTION OF THE FOREGOING, AND WHO HAVING BEEN DULY SWORN UPON HIS OATH, STATED THAT THE REPRESENTATIONS THEREIN CONTAINED ARE TRUE.



Linda K. Fox
NOTARY PUBLIC, Linda K. Fox
RESIDENT OF marion COUNTY, IN
COMMISSION EXPIRES: 03-12-2001