

**FIRST AMENDMENT TO THE  
DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF SHELBORNE GREENE**

THIS FIRST AMENDMENT TO THE DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SHELBORNE GREENE (the "**Amendment**") is executed this 14 day of May, 2014, by Shelborne Greene Community Association, Inc., an Indiana nonprofit corporation (the "**Association**"), the homeowners' association for the subdivision commonly known as Shelborne Greene, in Clay Township, Carmel, Hamilton County, Indiana (the "**Subdivision**").

**BACKGROUND:**

A. The Subdivision was originally owned, platted, and developed by Davis Homes, LLC, an Indiana limited liability company ("**Davis**"), in seven (7) sections of certain real estate containing three hundred thirty (330) lots for the purpose of constructing single family residences thereon. The dates and recording information for the seven (7) plats filed with the Office of the Recorder of Hamilton County, Indiana (the "**Recorder**"), are set forth on Exhibit 1, attached hereto and incorporated herein by reference (collectively, the "**Plat Restrictions**").

B. The legal descriptions for the real estate making up the Subdivision are set forth on Exhibits A, B, C, D, E-1, E-2, F, and G, attached hereto and incorporated herein by reference.

C. In addition to the Plat Restrictions, Davis, as the owner and developer of the Subdivision, subjected the Subdivision to certain Declarations of Covenants, Conditions and Restrictions of Shelborne Greene, dated October 25, 1995 (the "**Declarations**"), filed with the Recorder on November 15, 1995, as Instrument **9560988**. The remaining parcels of real estate were added by filing the following three (3) supplements with the Recorder: (i) First Supplement to the Declarations, dated October 1, 1996, filed with the Recorder on October 17, 1996, as Instrument **9609644111**; (ii) Second Supplement to the Declarations, dated July 10, 1997, filed with the Recorder on July 31, 1997, as Instrument **9709731164**; and (iii) Third Supplement to the Declarations, dated September 3, 1997, filed with the Recorder on September 25, 1997, as Instrument **9709740541**.

D. The Declarations and Plat Restrictions were created for the purpose of restricting the use of lots in the Subdivision and protecting the interests of the property owners in the Subdivision.

E. The Board of Directors of the Association and a majority of the Association's members in good standing voting at a *regular/special* meeting believed that in general owners take better care of their homes and have a greater interest in protecting property values therefore said members desired to limit the number of rental homes in the Subdivision.

F. Davis no longer owns any lots in the Subdivision.

G. Article XI, Amendments, of the Declarations allows for amendment of the Declarations by the following process:

1. Notice of the subject matter of the proposed amendment in the notice of the meeting of the Association's members at which the proposed amendment will be considered;

2. For any Lot subject to a first mortgage, the holder of said mortgage shall be notified of the meeting and the proposed amendment if said holder has notified the Association's secretary of the existence of the mortgage and provided their name and address pursuant to Section 10.2 of the Declarations;

3. A resolution to adopt the proposed amendment may be proposed by the Board of Directors or Owners having in the aggregate at least a majority of the votes of all Owners; and

4. The proposed amendment must be approved by a vote of not less than sixty-seven percent (67%) in the aggregate of all the Owners who cast votes in person or by proxy at a meeting of the Association's members called and held for such purpose.

H. Notice of a meeting to consider this amendment was sent to all of the Owners by mail at least fifteen (15) days before the meeting to each member of the Association entitled to vote as required by the Amended and Restated By-Laws of Shelborne Greene Community Association, Inc., dated November 14, 2000 (the "**By-Laws**").

I. No holder's of mortgages have provided their information to the Association's secretary pursuant to Section 10.2 of the Declarations.

J. The meeting to consider this Amendment was held on May 14, 2014, and a quorum of one-tenth (1/10) of the Members as required by the By-laws were present at said meeting.

K. At least sixty-seven percent (67%) in the aggregate of all the Owners who cast votes in person or by proxy at said meeting voted in favor of this Amendment.

NOW, THEREFORE, the recital provisions set forth above are incorporated into the body of this Amendment and the Declarations are amended as follows:

1. New Article XIV. The following Article XIV, Leasing Restrictions, is hereby added to as the Declarations:

## ARTICLE XIV

### LEASING RESTRICTIONS

14.1 Purpose of Leasing Restrictions. There is evidence that owner-occupants generally maintain their homes better than non-owners and owners occupying their property have a greater incentive to protect and preserve property values.

14.2 Definitions for Article XIV. For purposes of this Article, the following terms with initial capital letters shall have the following respective meanings:

(i) **“Owner’s Family”** means collectively the Owner and members of their immediate family.

(ii) **“Non-owner”** means any person or entity that is not a member of the Owner’s Family.

(iii) **“Leasing”** or **“Leased”** means any occupancy of a Residence Unit by any Non-owner, including but not limited to leases, rent to buy contracts, or any other arrangement where the Residence Unit is not occupied by the Owner’s Family.

(iv) **“Lease”** means an agreement, whether or not documented in writing, dealing with the Leasing of a Residence Unit.

(v) **“Leased Residence”** means any Residence Unit that is being Leased.

14.3 One Year Waiting Period. For a period of at least one (1) year after an Owner’s acquisition of a Residence Unit, said Owner’s Family must occupy the Residence Unit before said Residence Unit may be eligible to be Leased subject to the terms and conditions of this Article.

14.4 Limit on Number of Leased Units. Except as otherwise specifically permitted under this Article, no more than seventeen (17) Residential Units may be Leased at any given time (the **“Maximum Number of Leased Units”**). Prior to the Leasing of any Residential Unit, the Owner must notify the Association of the

Owner's intent to Lease the Residence Unit. After receiving such notice, the Association's Board of Directors or management company shall advise the Owner of the current number of Residence Units being Leased in the Subdivision. If there is already the Maximum Number of Leased Units, then the Association may place the Owner's Residence Unit on the waiting list and notify the Owner of the Owner's position on the waiting list. If there is less than the Maximum Number of Leased Units being Leased in the Subdivision, then if the Owner complies with the remaining requirements of this Article the Association's Board of Directors may permit said Owner to Lease their Residence Unit and shall notify said Owner of their ability to Lease their Residence Unit.

When a Non-owner moves out of a Residence Unit, the Owner shall immediately notify the Association of such fact and if there is a waiting list their Residence Unit cannot be Leased unless the procedures under this Article are followed, including being placed at the end of the waiting list.

14.5 General Conditions. Any Leasing of a Residence Unit shall be subject to the following conditions:

(i) The Owner is not delinquent in the payment of any Regular Assessments, Special Assessments, or any other charges due to the Association. If at any time the Owner becomes delinquent, the Association's Board of Directors shall have the right to revoke said Owner's ability to Lease the Residence Unit, even during the term of a Lease.

(ii) The Owner and the Owner's Lot are not in violation of any other provision of the Declaration or applicable Plat.

(iii) Within thirty (30) days after execution, the Owner shall provide a copy of the executed Lease which identifies all of the occupants (but which may have the rental amount redacted). If the Lease does not identify all of the occupants, the Owner shall provide a list of the names of all the occupants of the Residence Unit. The Owner shall also provide the phone number of the Residence Unit or a cell phone number for at least one (1) of the Non-owner occupants.

(iv) Unless otherwise approved by the Association's Board of Directors, all Leases, including renewals, shall be in writing and be for a term of one (1) year.

(v) Any Lease shall be for all (but not less than all) of the Residence Unit.

(vi) No sublease of any Lease shall be permitted.

(vii) The Owner shall provide the Non-Owner with copies of this Declaration, the Association's By-Laws, Articles of Incorporation, any applicable Plats, and any rules and regulations of the Association, as amended (collectively, the "**Association's Documents**"), prior to the effective date of the Lease.

(viii) All Leases shall be made expressly subject to and subordinate in all respects to the Association's Documents to the same extent as if the Non-owner were an Owner.

(ix) All Leases shall provide for direct action by the Association or another Owner against the Non-owner with or without joinder of the Owner of such Residence Unit. If such provision is not in the Lease, it will be deemed to be in such Lease.

(x) If a Non-owner violates the Association's Documents, the Owner shall also be held responsible.

(xi) Even though a Non-owner has no voting rights on Association matters, by virtue of their approved occupancy, they are part of the community and may be allowed and encouraged to participate in the Association's activities.

(xii) The Association's Board of Directors shall have the power make such additional reasonable rules and policies as, in its discretion, may be necessary or appropriate relating to the enforcement of the leasing restrictions set forth in this Article.

14.6 Grandfathering of Current Leases. Any Residence Unit that is occupied by a Non-owner on the date this Article was approved by the Association's members shall be exempted from the provisions of this Article if within thirty (30) days of approval of this Article the Owner provides the Association's management company with a copy of the written executed Lease (that can have the rental amount redacted) and that includes all of the information set forth in Section 14.5(iii) above if not included in the lease. Any Residence Unit that falls under the grandfathering provided by this Section 14.6 shall be counted as one of the Maximum Number of Leased Units even though it is not subject the Maximum Number of Leased Units.

When a grandfathered Leased Residence Unit is sold, transferred, or otherwise conveyed to any other Owner, such Residence Unit shall immediately be subject to the terms and conditions of this Article.

If an Owner of a Residence Unit that is Leased as of the date this Article was approved by the Association's members fails to timely deliver a copy of the Lease to the management company, that Owner's Residence Unit shall immediately be subject to all of the terms and conditions of this Article.

14.7 Hardship Exceptions. If an Owner desires to Lease their Residence Unit but there is already the Maximum Number of Leased Units, the Owner may request the Association's Board of Directors grant a waiver to Maximum Number of Leased Unit. If a majority of the Association's entire Board of Directors approves the Owner's request, the Board of Directors shall permit the Owner to Lease their Residence Unit subject to any further terms and conditions as the Board of Director's may require in its sole discretion and only if the Owner satisfies all of the other requirements of this Article.

Examples of undue hardship may include, but are not limited to the following:

- (i) death, divorce, or marriage of an Owner;
- (ii) relocation of the Owner due to a disability that makes living in the Residence Unit impractical for the Owner; and
- (iii) relocation of the Owner for employment purposes to a location that is more than fifty (50) miles from the Subdivision.

14.8 Owner Still Liable. Notwithstanding that an Owner is permitted by the Association to Lease their Residence Unit and any provisions in their Lease to the contrary, the Owner is still responsible for payment of the Regular Assessments, any Special Assessments, and any other charges of the Association and for compliance with all the provisions the Association's Documents.

14.9 Violations. Any Lease or attempted Lease in violation of this Article shall be voidable at the election of the Association or any other Owner. Notwithstanding the foregoing, neither party to a Lease may assert this Section to avoid their respective obligations under said Lease. In the event of a violation, the Association or any Owner shall have the right to exercise any and all available remedies at law or equity, including but not limited to, seeking to enjoin or evict a Non-Owner from occupying the Residence Unit.

All expenses incurred by the Association or an Owner in enforcing the terms and conditions of this Article, including reasonable attorneys' fees, may be levied as a Special Assessment against the Owner in question and said Owner's Lot.

14.10 Mortgage Holders. This Article shall not apply to the Association or any holder of a mortgage secured by a Residence Unit that becomes an Owner through the foreclosure process or by a deed in lieu of foreclosure; provided, however, any subsequent Owner shall be subject to the terms of this Article.

14.11 Burden of Proof. If at any time a Residence Unit is not occupied by at least one of the Owners, there shall be a presumption that the Residence Unit is being Leased and the Owner shall have the burden of proving that the Residence Unit is not in violation of this Article.

*Handwritten initials*

2. Confirmation. Except as modified by this Amendment, the Declarations were not otherwise modified at this time.

IN WITNESS WHEREOF, the undersigned executed this Amendment on the date first above written.

SHELBORNE GREENE COMMUNITY ASSOCIATION, INC., an Indiana nonprofit corporation

By: *David Kennedy*  
David Kennedy, President

Attest:

*Scott Weddle*  
SCOTT WEDDLE, Secretary

STATE OF INDIANA )  
 ) SS:  
COUNTY OF HAMILTON )

Before me, a Notary Public in and for said County and State, personally appeared David Kennedy, President, and Scott Weddle, Secretary, of Shelborne Greene Community Association, Inc., who acknowledged the execution of the foregoing First Amendment to the Declarations of Covenants, Conditions and Restrictions of Shelborne Greene.

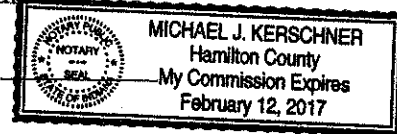
Witness my hand and Notarial Seal this 14<sup>th</sup> day of May, 2014.

My Commission Expires:

County of Residence:

*Michael J. Kerschner*  
Notary Public Signature

Printed Name



## **Exhibit 1**

### Plats and Plat Covenants and Restrictions

1. Shelborne Greene, Section 1 Secondary Plat, filed with the Recorder of Hamilton County, Indiana (the "**Recorder**"), as Instrument No. **9560989, P.C. No. 1, Slide No. 631**, on November 15, 1995
2. Plat Covenants and Restrictions, Shelborne Greene, Section 1 (Highland), filed with the Recorder as Instrument No. **9560992** on November 15, 1995
3. Shelborne Greene, Section 2 Secondary Plat, filed with the Recorder as Instrument No. **9731166, P.C. No. 1, Slide 798**, on July 31, 1997
4. Plat Covenants and Restrictions, Shelborne Greene, Section 2 (Highland), filed with the Recorder as Instrument No. **9709731165** on July 31, 1997
5. Shelborne Greene, Section 3 Secondary Plat, filed with the Recorder as Instrument No. **9709740544, P.C. No. 2, Slide 24**, on September 25, 1997
6. Plat Covenants and Restrictions, Shelborne Greene, Section 3 (Highland), filed with the Recorder as Instrument No. **9709740542** on September 25, 1997
7. Shelborne Greene, Section 4 Secondary Plat filed with the Recorder as Instrument No. **9560990, P.C. No. 1, Slide No. 631**, on November 15, 1995
8. Plat Covenants and Restrictions, Shelborne Greene, Section 4 (Village), filed with the Recorder as Instrument No. **9560993** on November 15, 1995
9. Shelborne Greene, Section 5-A Secondary Plat filed with the Recorder as Instrument No. **9731168, P.C. No. 11, Slide 799**, on July 31, 1997
10. Plat Covenants and Restrictions, Shelborne Greene, Section 5A (Village), filed with the Recorder as Instrument No. **9709731167** on July 31, 1997
11. Shelborne Greene, Section 5-B Secondary Plat, filed with the Recorder as Instrument No. **9709740545, P.C. No. 2, Slide 25**, on September 25, 1997
12. Plat Covenants and Restrictions, Shelborne Greene, Section 5B (Village), filed with the Recorder as Instrument No. **9709740543** on September 25, 1997
13. Shelborne Greene, Section 6 Secondary Plat filed with the Recorder as Instrument No. **9560991, P.C. No. 1, Slide 632**, on November 15, 1995



14. Plat Covenants and Restrictions, Shelborne Greene, Section 6 (Orchard), filed with the Recorder as Instrument No. **9560994** on November 15, 1995
15. Shelborne Greene, Section 7 Secondary Plat as Instrument No. **9609644113**, P.C. No. 1, **Slide 730**, on October 17, 1996
16. Plat Covenants and Restrictions, Shelborne Greene, Section 7 (Orchard), filed with the Recorder as Instrument No. **9609644112** on October 17, 1996
17. Amendment to Plat Covenants and Restrictions of Shelborne Greene Sections 1 through 7, filed with the Recorder, as Instrument No. **200200073572** on October 7, 2002
18. Second Amendment to Plat Covenants and Restrictions of Shelborne Greene Sections 1 through 7, filed with the Recorder, as Instrument No. **2007045887** on August 10, 2007

**NOTE TO COUNTY RECORDER:** Please cross reference this document to the above plats and plat covenant and the declarations and supplements thereto identified in section C on page one of this Amendment.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Michael J. Kerschner

This instrument was prepared by: Michael J. Kerschner, Katz & Korin, PC,  
334 North Senate Avenue, Indianapolis, IN 46204

EXHIBIT A

LEGAL DESCRIPTION FOR SECTION 1

Part of Section 8, Township 17 North, Range 3 East in Hamilton County, Indiana, being more particularly described as follows:

Commencing at a railroad spike, 3 inches down, over a stone with cut cross at the Southwest Corner of the Northwest Quarter of said Section 8; thence on an assumed bearing of North 00 degrees 06 minutes 55 seconds West along the West Line of said Northwest Quarter Section a distance of 471.39 feet to the BEGINNING POINT; thence North 89 degrees 53 minutes 05 seconds East a distance of 40.00 feet; thence North 45 degrees 01 minutes 05 seconds East a distance of 43.04 feet to a curve having a radius of 185.46 feet, the radius point of which bears North 03 degrees 42 minutes 30 seconds West; thence Easterly along said curve an arc distance of 69.44 feet to the point of reverse curvature of a curve having a radius of 20.00 feet, the radius point of which bears South 25 degrees 09 minutes 45 seconds East; thence Southeasterly along said curve an arc distance of 29.72 feet to the point of compound curvature of a curve having a radius of 125.00 feet, the radius point of which bears South 59 degrees 58 minutes 31 seconds West; thence Southeasterly along said curve an arc distance of 43.25 feet to a point which bears North 79 degrees 48 minutes 06 seconds East from said radius point; thence North 79 degrees 48 minutes 06 seconds East a distance of 170.94 feet; thence North 87 degrees 02 minutes 30 seconds East a distance of 57.48 feet to the West Line of a tract of land described in a Deed to Twin Lakes Golf Club, Inc., recorded in Deed Record 359, Page 165 in the office of the recorder of Hamilton County, Indiana (the next four (4) described courses being along the West and North Lines of said tract of land); thence North 02 degrees 57 minutes 30 seconds West distance of 257.59 feet; thence North 00 degrees 00 minutes 00 seconds West a distance of 332.00 feet; thence North 45 degrees 00 minutes 00 seconds East a distance of 141.42 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 100.65 feet; thence South 03 degrees 04 minutes 25 seconds West a distance of 116.30 feet; thence South 86 degrees 55 minutes 35 seconds East a distance of 157.46 feet; thence South 05 degrees 09 minutes 02 seconds West a distance of 67.88 feet; thence South 10 degrees 33 minutes 14 seconds East a distance of 497.76 feet; thence South 02 degrees 26 minutes 27 seconds East a distance of 221.14 feet; thence South 66 degrees 32 minutes 55 seconds East a distance of 81.82 feet; thence North 23 degrees 55 minutes 41 seconds East a distance of 202.47 feet to the North Line of said Twin Lakes Golf Club, Inc. tract of land (the next two (2) described courses being along the North Line of said tract of land); thence North 18 degrees 16 minutes 56 seconds East a distance of 674.21 feet; thence South 90 degrees 00 minutes 00 seconds East a distance of 216.99 feet; thence North 00 degrees 00 minutes 00 seconds West a distance of 279.50 feet to the North Line of the Southwest Quarter of said Northwest Quarter Section; thence South 88 degrees 54 minutes 53 seconds West along the said North Line a distance of 1424.08 feet to the Northwest Corner of the Southwest Quarter of the said Northwest Quarter Section; thence South 00 degrees 06 minutes 55 seconds East along the West Line of said Northwest Quarter Section a distance of 864.44 feet to the BEGINNING POINT, containing 18.844 acres, more or less.

EXHIBIT B

LEGAL DESCRIPTION FOR SECTION 2

Part of Section 8, Township 17 North, Range 3 East in Hamilton County, Indiana, being more particularly described as follows:

Commencing at a railroad spike, 3 inches down, over a stone with cut cross at the Southwest corner of the Northwest Quarter of said Section 8; thence on an assumed bearing of North 00 degrees 06 minutes 55 seconds West along the west line of said Northwest Quarter Section a distance of 1335.83 feet to the Northwest corner of said Northwest Quarter which lies 0.2 feet south and 0.1 west of a railroad spike; thence North 88 degrees 54 minutes 53 seconds East along the North line of said Northwest Quarter Section a distance of 1424.08 feet to the Point of Beginning (said point being the northeast corner of Shelborne Green Section 1, a subdivision in Hamilton County, Indiana, the plot of which is recorded as Instrument Number 9560989 in the Recorders Office thereof); thence continuing North 88 degrees 54 minutes 53 seconds East along said North line a distance of 1279.90 feet to the Northeast corner thereof which lies 0.4 feet north and 0.2 feet east of a 5/8 inch rebar and 1.2 feet east of a 1/2 inch rebar; thence South 00 degrees 10 minutes 13 seconds West along the east line of said Quarter Section a distance of 1436.68 feet; thence South 88 degrees 51 minutes 25 seconds West a distance of 16.33 feet; thence South 00 degrees 10 minutes 13 seconds West a distance of 17.77 feet; thence South 75 degrees 00 minutes 21 seconds East a distance of 181.77 feet; thence South 14 degrees 59 minutes 39 seconds West a distance of 20.00 feet; thence North 75 degrees 00 minutes 21 seconds West a distance of 493.85 feet; thence North 00 degrees 00 minutes 01 seconds West a distance of 749.88 feet; thence North 32 degrees 37 minutes 53 seconds West a distance of 135.71 feet; thence North 45 degrees 00 minutes 00 seconds West a distance of 756.18 feet; thence North 90 degrees 00 minutes 00 seconds West a distance of 75.00 feet; thence South 30 degrees 00 minutes 00 seconds West a distance of 181.51 feet; thence South 28 degrees 23 minutes 24 seconds East a distance of 436.69 feet; thence South 10 degrees 29 minutes 13 seconds East a distance of 380.38 feet; thence North 89 degrees 35 minutes 05 seconds West a distance of 143.23 feet; thence North 26 degrees 27 minutes 40 seconds West a distance of 246.82 feet; thence North 09 degrees 09 minutes 59 seconds East a distance of 334.90 feet; thence North 28 degrees 23 minutes 24 seconds West a distance of 199.00 feet; thence North 06 degrees 24 minutes 49 seconds West a distance of 20.13 feet to the east line of said Shelborne Greene Section 1; thence North 00 degrees 00 minutes 00 seconds East along the east line of said Shelborne Greene Section 1 a distance of 259.50 feet to the Point of Beginning, containing 25.846 acres, more or less.

## EXHIBIT C

### LEGAL DESCRIPTION FOR SECTION 3

Part of Section 8, Township 17 North, Range 3 East in Hamilton County, Indiana, being more particularly described as follows:

Commencing at a railroad spike, 3 inches down, over a notch in the high point of a stone at the Southwest corner of the Southeast Quarter of said Section 8; thence on an assumed bearing of North 88 degrees 57 minutes 04 seconds East along the south line of said Southeast Quarter Section a distance of 619.07 feet to the southeast corner of Shelborne Green Section 6, a subdivision in Hamilton County, Indiana, the plat of which is recorded in P.C. No. 1, Slide No. 632 as instrument Number 9560991 in the Office of The Recorder of said Hamilton County, Indiana (the next two described courses being along the southerly lines thereof); thence North 02 degrees 12 minutes 33 seconds West a distance of 255.26 feet; thence North 86 degrees 07 minutes 09 seconds East a distance of 330.88 feet to the west line of Shelborne Greene Section 7, a subdivision in Hamilton County, Indiana, the plat of which is recorded as instrument Number 9609644113 in Plat Cabinet Number 1, Slide Number 730 in the Recorders Office of said Hamilton County, Indiana (the next three (3) described courses being along the west, south and east lines of said Shelborne Greene Section 7); thence South 02 degrees 12 minutes 33 seconds East a distance of 271.62 feet to the south line of said Southeast Quarter Section; thence North 88 degrees 57 minutes 04 seconds East along the south line of said Southeast Quarter Section a distance of 393.67 feet to the Southeast Corner of the West Half of said Southeast Quarter; thence North 00 degrees 05 minutes 26 seconds East along the east line of the west half of said southeast quarter a distance of 1414.37 feet to the northeast corner of said Shelborne Greene Section 7 and the Point of Beginning; thence continuing North 00 degrees 05 minutes 26 seconds East along said east line a distance of 1256.31 feet to the northeast corner of the west half of said southeast quarter; thence South 88 degrees 50 minutes 30 seconds West along the north line of said southeast quarter a distance of 1351.03 feet to the northwest corner of said southeast quarter; thence South 00 degrees 10 minutes 13 seconds West a distance of 100.31 feet; thence South 88 degrees 51 minutes 25 seconds West a distance of 16.33 feet; thence South 00 degrees 10 minutes 13 seconds West a distance of 17.77 feet; thence South 75 degrees 00 minutes 21 seconds East a distance of 181.77 feet; thence South 14 degrees 59 minutes 45 seconds West a distance of 20.00 feet; thence North 89 degrees 12 minutes 10 seconds East a distance of 138.74 feet; thence South 65 degrees 15 minutes 28 seconds East a distance of 304.42 feet; thence South 55 degrees 42 minutes 27 seconds East a distance of 622.64 feet; thence South 45 degrees 00 minutes 00 seconds East a distance of 289.81 feet to a curve having a radius of 452.53 feet, the radius point of which bears North 77 degrees 09' minutes 58 seconds West; thence southwesterly along said curve an arc distance of 135.58 feet to the point of compound curvature of a curve having a radius of 311.20 feet, the radius point of which bears North 60 degrees 00 minutes 00 seconds West; thence southwesterly along said curve an arc distance of 73.95 feet to a point bearing South 46 degrees 23 minutes 04 seconds East from said radius point; thence South 46 degrees 22 minutes 05 seconds East a distance of 25.00 feet to a curve having a radius of 336.05 feet, the radius point of which bears North 46 degrees 22 minutes 05 seconds West; thence westerly along said curve an arc distance of 359.93 feet to a point bearing South 15 degrees 00 minutes 00 seconds West from said radius point; thence South 15 degrees 00 minutes 00 seconds West a distance of 39.28 feet to the north line of said Shelborne Greene Section 7 (the next eight (8) described courses being along the said north line); thence North 88 degrees 53 minutes 46 seconds East a distance of 303.84 feet; thence North 77 degrees 32 minutes 41 seconds East a distance of 120.19 feet; thence North 12 degrees 27 minutes 19 seconds West a distance of 16.92 feet; thence North 75 degrees 15 minutes 18 seconds East a distance of 50.04 feet to a curve having a radius of 20.00 feet, the radius point of which bears North 77 degrees 32 minutes 41 seconds East; thence northeasterly along said curve an arc distance of 30.97 feet to a point which bears North 13 degrees 43 minutes 41 seconds West from said radius point; thence North 76 degrees 16 minutes 19 seconds East a distance of 13.25 feet to a curve having a radius of 125.00 feet, the radius point of which bears South 13 degrees 43 minutes 41 seconds East; thence easterly along said curve an arc distance of 30.20 feet to a point which bears North 00 degrees 06 minutes 50 seconds East from said radius point; thence South 89 degrees 53 minutes 10 seconds East a distance of 111.76 feet to the Point of Beginning, containing 22.110 acres; more or less.

## EXHIBIT D

### LEGAL DESCRIPTION FOR SECTION 4

Part of Section 8, Township 17 North, Range 3 East in Hamilton County, Indiana, being more particularly described as follows:

BEGINNING at a railroad spike, 3 inches down, over a stone with cut cross at the Southwest Corner of the Northwest Quarter of said Section 8; thence on an assumed bearing of North 00 degrees 06 minutes 55 seconds West along the West Line of said Northwest Quarter Section a distance of 471.39 feet; thence North 89 degrees 53 minutes 05 seconds East a distance of 40.00 feet; thence North 45 degrees 01 minutes 05 seconds East a distance of 43.04 feet to a curve having a radius of 185.46 feet, the radius point of which bears North 03 degrees 42 minutes 30 seconds West; thence Easterly along said curve an arc distance of 69.44 feet to the point of reverse curvature of a curve having a radius of 20.00 feet, the radius point of which bears South 25 degrees 09 minutes 46 seconds East; thence Southeasterly along said curve an arc distance of 22.72 feet to the point of compound curvature of a curve having a radius of 125.00 feet, the radius point of which bears South 59 degrees 58 minutes 31 seconds West; thence Southeasterly along said curve an arc distance of 43.25 feet to a point which bears North 79 degrees 48 minutes 06 seconds East from said radius point; thence North 79 degrees 48 minutes 06 seconds East a distance of 170.94 feet; thence North 87 degrees 02 minutes 30 seconds East a distance of 57.48 feet to the West Line of a tract of land described in a Deed to Twin Lakes Golf Club, Inc., recorded in Deed Record 359, Page 165 in the office of the recorder of Hamilton County, Indiana (the next two (2) described courses being along the said West Line); thence South 02 degrees 57 minutes 30 seconds East distance of 1144.48 feet; thence South 27 degrees 50 minutes 11 seconds East a distance of 146.79 feet; thence South 55 degrees 12 minutes 52 seconds West a distance of 15.65 feet; thence South 10 degrees 55 minutes 52 seconds West a distance of 97.55 feet; thence South 19 degrees 08 minutes 10 seconds West a distance of 206.28 feet; thence South 08 degrees 01 minutes 16 seconds East a distance of 109.25 feet; thence South 76 degrees 50 minutes 32 seconds West a distance of 160.00 feet; thence South 13 degrees 09 minutes 28 seconds East a distance of 19.27 feet; thence South 76 degrees 50 minutes 32 seconds West a distance of 118.47 feet; thence North 89 degrees 59 minutes 14 seconds West a distance of 20.00 feet to the East Line of a tract of land described in a deed to Childress recorded in Deed Record 256, Page 213 in the Office of the Recorder of Hamilton County, Indiana (the next two (2) described courses being along the East and North Lines of said tract of land); thence North 00 degrees 00 minutes 46 seconds East, parallel with the West Line of the Southwest Quarter of said Section 8, a distance of 38.03 feet; thence North 89 degrees 59 minutes 14 seconds West a distance of 160.00 feet to the West Line of said Southwest Quarter Section; thence North 00 degrees 00 minutes 46 seconds East along the said West Line a distance of 1220.80 feet to the BEGINNING POINT, containing 17.562 acres, more or less.

EXHIBIT E-1

LEGAL DESCRIPTION FOR SECTION 5A

Part of the Southwest Quarter of Section 8, Township 17 North, Range 3 East in Hamilton County, Indiana, being described as follows:

Commencing at a P.K. nail, 3 inches down at the southwest corner of the southwest quarter of said section; thence on an assumed bearing of North 00 degrees 00 minutes 46 seconds East along the west line thereof a distance of 1056.13 feet to the Beginning Point; thence North 74 degrees 28 minutes 05 seconds East a distance of 835.77 feet; thence North 13 degrees 09 minutes 28 seconds West a distance of 20.02 feet; thence North 74 degrees 28 minutes 05 seconds East a distance of 9.01 feet; thence North 13 degrees 09 minutes 28 seconds West a distance of 112.87 feet to a curve having a radius of 225.00 feet, the radius point of which bears North 15 degrees 24 minutes 36 seconds West; thence easterly along said curve an arc distance of 5.17 feet to a point which bears South 16 degrees 43 minutes 38 seconds East from said radius point; thence North 16 degrees 43 minutes 38 seconds West a distance of 154.86 feet; thence North 49 degrees 32 minutes 51 seconds East a distance of 41.93 feet; thence North 40 degrees 27 minutes 09 seconds West a distance of 66.75 feet; thence North 55 degrees 44 minutes 07 seconds West a distance of 51.98 feet; thence North 59 degrees 42 minutes 46 seconds West a distance of 50.44 feet; thence North 25 degrees 00 minutes 53 seconds East a distance of 166.00 feet to a curve having a radius of 425.00 feet, the radius point of which bears South 25 degrees 00 minutes 53 seconds West; thence westerly along said curve an arc distance of 66.16 feet to a point which bears North 16 degrees 05 minutes 42 seconds East from said radius point; thence North 09 degrees 33 minutes 41 seconds East a distance of 31.97 feet; thence North 87 degrees 31 minutes 52 seconds West a distance of 129.31 feet to the southeast corner of Shelburne Greene Section 4, a subdivision in Hamilton County, Indiana, the plat of which is recorded as Instrument Number 9560990 in the Office of the Recorder of said Hamilton County, Indiana ( the next eight described courses being along the southerly line thereof); thence South 55 degrees 12 minutes 52 seconds West a distance of 15.65 feet; thence South 10 degrees 55 minutes 52 seconds West a distance of 97.55 feet; thence South 19 degrees 08 minutes 10 seconds West a distance of 206.28 feet; thence South 08 degrees 01 minutes 16 seconds East a distance of 109.25 feet; thence South 76 degrees 50 minutes 32 seconds West a distance of 160.00 feet; thence South 13 degrees 09 minutes 28 seconds East a distance of 19.27 feet; thence South 76 degrees 50 minutes 32 seconds West a distance of 118.47 feet; thence North 89 degrees 59 minutes 14 seconds West a distance of 20.00 feet to the East Line of a tract of land described in a deed to Childress recorded in Deed Record 256, Page 213 in the Office of the Recorder of Hamilton County, Indiana (the next two (2) described courses being along the East and South Lines of said tract of land); thence South 00 degrees 00 minutes 46 seconds West, parallel with the West Line of the Southwest Quarter of said Section 8, a distance of 115.77 feet; thence South 88 degrees 51 minutes 46 seconds West a distance of 160.03 feet to the West Line of the Southwest Quarter of said Section 8; thence South 00 degrees 00 minutes 46 seconds West along said west line a distance of 239.91 feet to the Beginning Point. Containing 7.198 acres, more or less.

## EXHIBIT E-2

### LEGAL DESCRIPTION FOR SECTION 5B

Part of the Southwest Quarter of Section 8, Township 17 North, Range 3 East in Hamilton County, Indiana, being described as follows:

Commencing at a P.K. nail, 3 inches down at the southwest corner of the southwest quarter of said section; thence on an assumed bearing of North 00 degrees 00 minutes 45 seconds East along the west line thereof a distance of 1056.13 feet; thence North 74 degrees 28 minutes 05 seconds East a distance of 835.77 feet to the Beginning Point; thence North 13 degrees 09 minutes 28 seconds East a distance of 20.02 feet; thence North 74 degrees 28 minutes 05 seconds East a distance of 9.01 feet; thence North 13 degrees 09 minutes 28 seconds West a distance of 112.87 feet to a curve having a radius of 225.00 feet, the radius point of which bears North 15 degrees 24 minutes 36 seconds West; thence easterly along said curve an arc distance of 5.17 feet to a point which bears South 16 degrees 43 minutes 38 seconds East from said radius point; thence North 16 degrees 43 minutes 38 seconds West a distance of 154.86 feet; thence North 49 degrees 32 minutes 51 seconds East a distance of 41.93 feet; thence North 40 degrees 27 minutes 09 seconds West a distance of 66.75 feet; thence North 55 degrees 44 minutes 07 seconds West a distance of 51.98 feet; thence North 59 degrees 42 minutes 46 seconds West a distance of 50.44 feet; thence North 25 degrees 00 minutes 53 seconds East a distance of 166.00 feet to a curve having a radius of 425.00 feet, the radius point of which bears South 25 degrees 00 minutes 53 seconds West; thence westerly along said curve an arc distance of 66.16 feet to a point which bears North 16 degrees 05 minutes 42 seconds East from said radius point; thence North 08 degrees 33 minutes 41 seconds East a distance of 31.97 feet (the next five (5) described courses being along the westerly line of Twin Lakes Golf Club, Inc., Trustee's Deed - dated August 27, 1986 in Deed Record 359, Page 165 as Instrument Number 8618617 in the Office of the Recorder of Hamilton County, Indiana); thence North 09 degrees 33 minutes 41 seconds East a distance of 421.42 feet; thence South 65 degrees 46 minutes 20 seconds East a distance of 218.32 feet; thence South 12 degrees 14 minutes 15 seconds East a distance of 270.37 feet; thence South 13 degrees 34 minutes 16 seconds East a distance of 670.92 feet; thence South 86 degrees 09 minutes 44 seconds East a distance of 155.22 feet; thence South 00 degrees 00 minutes 00 seconds West a distance of 110.88 feet; thence North 81 degrees 29 minutes 40 seconds West a distance of 485.01 feet; thence North 13 degrees 09 minutes 28 seconds West a distance of 20.02 feet to the Beginning Point. Containing 7.857 acres, more or less.

Except:

Part of the Southwest Quarter of Section 8, Township 17 North, Range 3 East in Hamilton County, Indiana, being described as follows:

Commencing at a P.K. nail, 3 inches down, over a stone at the southwest corner of the southwest quarter of said section; thence on an assumed bearing of North 88 degrees 48 minutes 00 seconds East along the south line thereof a distance of 1299.89 feet to a railroad spike at the southeast corner of Greentree Country Club Subdivision Section Four, the plat of which is recorded in Plat Book 7, page 15 in the Office of the Recorder of Hamilton County, Indiana; thence North 00 degrees 00 minutes 00 seconds East along the east line of said subdivision and along the east line of Greentree Country Club Subdivision Section Three, the plat of which is recorded in Plat Book 4, page 145, a distance of 1060.00 feet to the northeast corner of said Greentree Country Club Subdivision Section Three; thence continuing North 00 degrees 00 minutes 00 seconds East a distance of 100.00 feet to the Beginning Point; thence North 81 degrees 29 minutes 40 seconds West a distance of 171.09 feet; thence North 08 degrees 30 minutes 20 seconds East a distance of 97.04 feet; thence South 86 degrees 09 minutes 44 seconds East a distance of 155.20 feet; thence South 00 degrees 00 minutes 00 seconds East a distance of 110.89 feet to the Beginning Point. Containing 0.388 acres, more or less.

EXHIBIT F

LEGAL DESCRIPTION FOR SECTION 6

Part of Section 8, Township 17 North, Range 3 East in Hamilton County, Indiana, being more particularly described as follows:

Beginning at a railroad spike, 3 inches down, over a notch in the high point of a stone at the Southwest corner of the Southeast Quarter of said Section 8; thence on an assumed bearing of North 00 degrees 04 minutes 09 seconds West along the west line of said Southeast Quarter Section a distance of 1333.98 feet to a 5/8 inch rebar with yellow cap marked "Schneider Eng Firm #0001" at the Northwest corner of the Southwest Quarter of said Southeast Quarter Section; thence North 88 degrees 53 minutes 46 seconds East along the north line of said Quarter Quarter Section a distance of 706.08 feet; thence South 01 degrees 06 minutes 14 seconds East a distance of 172.06 feet; thence South 03 degrees 36 minutes 41 seconds West a distance of 155.77 feet; thence South 00 degrees 04 minutes 09 seconds East parallel with the west line of said Southeast Quarter a distance of 19.97 feet; thence North 88 degrees 48 minutes 00 seconds East a distance of 228.63 feet; thence North 65 degrees 00 minutes 00 seconds East a distance of 16.85 feet; thence South 27 degrees 56 minutes 47 seconds East a distance of 170.24 feet to a curve having a radius of 325.00 feet, the radius point of which bears North 27 degrees 56 minutes 47 seconds West; thence westerly along said curve an arc distance of 54.11 feet to a point which bears South 18 degrees 24 minutes 24 seconds East from said radius point; thence South 18 degrees 24 minutes 24 seconds East a distance of 100.00 feet; thence South 00 degrees 06 minutes 50 seconds West a distance of 305.44 feet; thence North 89 degrees 53 minutes 10 seconds West distance of 45.02 feet; thence South 00 degrees 06 minutes 50 seconds West a distance of 130.00 feet; thence South 89 degrees 07 minutes 09 seconds West a distance of 19.66 feet; thence South 03 degrees 52 minutes 51 seconds East a distance of 20.04 feet to the northeast corner of a tract of land described in a deed to Irons recorded as instrument No. 8726398 in the Office of the Recorder of Hamilton County, Indiana; thence South 86 degrees 07 minutes 09 seconds West along the north line of said Iron Tract a distance of 330.88 feet to the northwest corner thereof; thence South 02 degrees 12 minutes 33 seconds East along the west line of said Irons tract a distance of 255.26 feet to a railroad spike on the south line of said Southeast Quarter Section; thence South 88 degrees 57 minutes 04 seconds West along said south line of the Southeast Quarter Section a distance of 619.07 feet to the Point of Beginning, containing 25.740 acres, more or less.



## EXHIBIT G

### LEGAL DESCRIPTION FOR SECTION 7

Part of Section 8, Township 17 North, Range 3 East in Hamilton County, Indiana, being more particularly described as follows:

Commencing at a railroad spike, 3 inches down, over a notch in the high point of a stone at the Southwest corner of the Southeast Quarter of said Section 8; thence on an assumed bearing of North 88 degrees 57 minutes 04 seconds East along the south line of said Southeast Quarter Section a distance of 619.07 feet to the southeast corner of Shelburne Green Section 6, a subdivision in Hamilton County, Indiana, the plat of which is recorded in P.C. No. 1, Slide No. 632 as Instrument Number 9560991 in the Office of The Recorder of said Hamilton County, Indiana (the next fifteen described courses being along the easterly lines thereof); thence North 02 degrees 12 minutes 33 seconds West a distance of 255.26 feet; thence North 86 degrees 07 minutes 09 seconds East a distance of 330.88 feet to the Point of Beginning also being the northeast corner of the Irons Tract recorded as Instrument Number 8726398 in said Recorder's Office; thence North 03 degrees 52 minutes 51 seconds West a distance of 20.04 feet; thence North 86 degrees 07 minutes 09 seconds East a distance of 19.66 feet; thence North 00 degrees 06 minutes 50 seconds East a distance of 130.00 feet; thence South 89 degrees 53 minutes 10 seconds East a distance of 45.02 feet; thence North 00 degrees 06 minutes 50 seconds East a distance of 305.44 feet; thence North 18 degrees 24 minutes 24 seconds West a distance of 100.00 feet to a curve having a radius of 325.00 feet, the radius point of which bears North 18 degrees 24 minutes 24 seconds West; thence northeasterly along said curve an arc distance of 54.11 feet to a point which bears South 27 degrees 56 minutes 47 seconds East from said radius point; thence North 27 degrees 56 minutes 47 seconds West a distance of 170.24 feet; thence South 65 degrees 00 minutes 00 seconds West a distance of 16.85 feet; thence South 88 degrees 48 minutes 00 seconds West distance of 228.63 feet; thence North 00 degrees 04 minutes 09 seconds West a distance of 19.97 feet; thence North 03 degrees 36 minutes 41 seconds East a distance of 155.77 feet; thence North 01 degrees 06 minutes 14 seconds West a distance of 172.06 feet; thence North 88 degrees 53 minutes 46 seconds East a distance of 309.84 feet; thence North 77 degrees 32 minutes 41 seconds East a distance of 120.19 feet; thence North 12 degrees 27 minutes 19 seconds West a distance of 16.92 feet; thence North 75 degrees 15 minutes 18 seconds East a distance of 50.04 feet to a curve having a radius of 20.00 feet, the radius point of which bears North 77 degrees 32 minutes 41 seconds East; thence northeasterly along said curve an arc distance of 30.97 feet to a point which bears North 13 degrees 43 minutes 41 seconds West from said radius point; thence North 76 degrees 16 minutes 19 seconds East a distance of 13.25 feet to a curve having a radius of 125.00 feet, the radius point of which bears South 13 degrees 43 minutes 41 seconds East; thence easterly along said curve an arc distance of 30.20 feet to a point which bears North 00 degrees 06 minutes 50 seconds East from said radius point; thence South 89 degrees 53 minutes 10 seconds East a distance of 111.76 feet to the East line of the West Half of the said Southeast Quarter Section; thence South 00 degrees 05 minutes 26 seconds West along the said East line a distance of 1414.37 feet to the Southeast Corner of the West Half of the said Southeast Quarter Section; thence South 88 degrees 57 minutes 04 seconds West along the south line of said Southeast Quarter Section a distance of 393.67 feet; thence North 02 degrees 12 minutes 33 seconds West a distance of 271.62 feet to the Point of Beginning, containing 13.863 acres, more or less.