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12/14/2021 09:11:31AM 3 PGS
Jennifer Hayden
Hamilton County Recorder IN
Recorded as Presented



**Cross-Reference: Instrument No. 9560988;
Instrument No. 2014018132**

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

This Amendment to the Declaration of Covenants, Conditions and Restrictions of Shelborne Greene were made as of the date set forth below by Shelborne Greene Community Association, Inc.

WITNESSETH

WHEREAS, the Hamilton County, Indiana subdivision commonly known as Shelborne Greene was developed upon the recording of certain plats filed with the Office of the Recorder of Hamilton County, Indiana; and

WHEREAS, in conjunction with the plats, the developer of Shelborne Greene recorded a certain "Declaration of Covenants, Conditions and Restrictions of Shelborne Greene," in the Office of the Recorder of Hamilton County, Indiana as **Instrument No. 9560988**, as supplemented from time to time (hereafter, referred to as the "Declaration"); and

WHEREAS, the Declaration was amended by the "First Amendment to the Declaration of Covenants, Conditions and Restrictions of Shelborne Greene," which was recorded on May 16, 2014, in the Office of the Recorder of Hamilton County, Indiana as **Instrument No. 2014018132**; and

WHEREAS, the developer of Shelborne Greene established Shelborne Greene Community Association, Inc. ("Association") as an Indiana nonprofit corporation designed for the purpose of overseeing and administering the affairs of the Shelborne Greene subdivision; and

WHEREAS, the Declaration can be amended, at any time, upon a vote of not less than sixty-seven percent (67%) of the Owners who cast votes in person or by proxy at a meeting of the members duly called and held for such purpose; and

WHEREAS, after notice of the proposed Amendment was duly given to the members of the Association, at least sixty-seven percent (67%) of the Owners casting votes in person or by proxy at a meeting of the members duly called and held for such purpose approved the following Amendment to the Declaration.

NOW, THEREFORE, the Declaration is hereby amended as follows:

AMENDMENT

A new Article VII, Section 7.9 is added to the Declaration, which shall read, in its entirety, as follows:

7.9 Re-Sale Assessment. Notwithstanding anything else herein or in the By-Laws, a Re-Sale Assessment in the amount of Five Hundred Dollars (\$500) shall be payable to the Association by a transferee upon the conveyance of the fee simple legal title to a Lot by an Owner to a new Owner, which shall be an advance contribution to the Association's reserve fund. Such Re-Sale Assessment shall be collected at the closing of the conveyance. If such Re-Sale Assessment is not, for any reason, paid to the Association as part of the closing of a conveyance of a Lot, such Re-Sale Assessment will be billed to the new Owner of the Lot immediately following the conveyance/closing and, upon payment, shall be placed in the reserve fund.

For purposes of this provision, the term "conveyance" shall mean the transfer of record legal title to a Lot by deed or other authorized means of conveyance, with or without valuable consideration. The following conveyances shall be exempt from payment of the Re-Sale Assessment:

- i. between and among co-Owners of the same Lot being transferred;
- ii. to the Owner's estate, surviving spouse or other heirs, resulting from the death of an Owner;
- iii. to a trustee or the Owner's current spouse, solely for bona fide estate planning or tax reasons.

Provided, however, that upon a transfer that occurs following the exempt transfers described in (i) through (iii) above, the Re-Sale Assessment shall be due and payable. If a Re-Sale Assessment is not paid when due, it shall be treated as a delinquent Assessment, and the Association shall have the right to collect it in the same manner as permitted herein for the collection of unpaid Assessments. Additionally, unpaid Re-Sale Assessments shall constitute a lien against and following the Owner's Lot. Re-Sale Assessments shall not be considered or treated as an advance on the Owner's obligation to pay Regular Assessments.

[SIGNATURE PAGE TO FOLLOW]

Certification. The undersigned officers hereby represent and certify that all requirements for and conditions precedent to the above Amendment have been fulfilled and satisfied.

IN WITNESS WHEREOF, we, the undersigned, do hereby execute this Amendment to the Declaration of Covenants, Conditions and Restrictions of Shelborne Greene, and certify the truth of the facts herein stated, this 13th day of December, 2021.

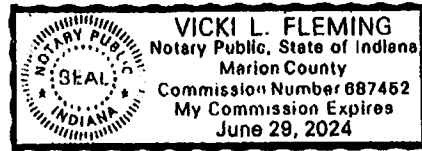
[Signature]
Signature of President

I Marshall Kahn
Printed

[Signature]
Signature of Secretary

Richard Areinstein
Printed

STATE OF INDIANA)
)
COUNTY OF Hamilton)



Before me a Notary Public in and for said County and State, personally appeared I Marshall Kahn and Richard Areinstein, the President and Secretary, respectively, of the Shelborne Greene Community Association, Inc., who acknowledged execution of the foregoing for and on behalf of said corporation and its members and who, having been duly sworn, stated that the representations contained herein are true.

Witness my hand and Notarial Seal this 13th day of December, 2021.

[Signature]
Notary Public, Signature

Vicki L. Fleming
Printed

My Commission Expires:

6/28/24

Residence County: Marion

"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." Gregory A. Chandler, Esq.

This instrument prepared by, and should be returned to, Gregory A. Chandler, EADS MURRAY & PUGI, P.C., Attorneys at Law, 9515 E. 59th Street, Suite B, Indianapolis, IN 46216.