ASSOCIATION MANAGEMENT INC.
Phone 317.915.0400 • Fax 317.915.0404 • 9099 Technology Lane • Fishers, Indiana 46038 • www.indyami.com

October 24, 2026

Homeowners
Shelborne Greene Community Association, Inc.
Carmel, Indiana 46032

The Annual Meeting for Shelborne Greene Community Association, Inc. is scheduled for Wednesday, November 18, 2026. **The meeting will be held at MCL Cafeteria, 2370 W. 86th Street, Indianapolis, IN 46260 at 6:30 p.m.** We have enclosed the Agenda for the meeting along with the 2025 Annual Meeting Minutes, Proxy, Nomination Form and the proposed 2027 operating budget.

All completed Nomination forms should be submitted to the Secretary of the Association, Rory Osborne, 3470 Glen Abbe Court, President, Carol Schuler, 9767 Innisbrook Blvd, or mailed to Association Management, Inc. so that they are received prior to November 18, 2026. Nominations from the floor will be taken at the Annual Meeting.

The voting representative of each unit may vote either in person or by proxy. The proxy form must be signed and delivered to the Association prior to the commencement of the meeting. Should you wish to use it, we have enclosed a proxy with this notice.

It is very important that each owner attend either in person or by proxy at your Association's Annual Meeting. If you know at this time that you cannot attend, please appoint your proxy now and deliver your proxy to a current Board Member, return it to Association Management, Inc., PO Box 6210, Fishers, IN 46038, fax it to 317-915-0404, or email it to Mbacon@indyami.com prior to November 18, 2026.

BY ORDER OF THE BOARD OF DIRECTORS
SHELBORNE GREENE COMMUNITY ASSOCIATION, INC.

SHELBORNE GREENE COMMUNITY ASSOCIATION, INC.
ANNUAL MEETING

NOVEMBER 18, 2026
6:30 P.M.
AT
MCL CAFETERIA, 2370 W. 86TH STREET, INDIANAPOLIS, IN 46260

AGENDA

I. Approval of the 2025 Annual Meeting Minutes

II. Introduction of SGCA Board Members

III. Report from the Board President

IV. Report from the Board Treasurer

V. 2027 Annual Budget

VI. Election of Board Members

VII. Homeowner Questions

VIII. Adjournment

Dear Neighbor,

I hope this letter finds you well. The Shelborne Greene HOA Board is dedicated to maintaining and enhancing our wonderful community, and I appreciate you taking a moment to read about our recent efforts and important updates.

First, I extend my sincere gratitude to our dedicated Board members for their tireless work, often going beyond monthly meetings to care for our common areas, and to the many neighbors who also volunteer their time to help keep our community beautiful.

Our neighborhood **Annual Meeting** will be held on **Wednesday, Nov. 18, 6:30-7:15pm at MCL Cafeteria, 2370 W 86th St.** We encourage you all to attend, and please come early to enjoy dinner or dessert at MCL. I will be there by 5:30pm. Following the Annual Meeting will be a **Special Meeting, 7:15-7:45pm**. Please stay for this meeting as well.

Neighborhood Enhancements & Updates
The Board is pleased to share some of the improvements and maintenance projects we have completed recently, reflecting our commitment to preserving and enhancing community assets:

- We replaced quite a few common area sidewalk panels that were cracked & damaged.
- We have overseen the removal of diseased, dead, or dangerous trees within common areas.
- We replaced the pool liner.
- We added a pavilion structure at the pool for added shade. The pavilion is finally complete and will be available for use the next pool season. Plus there will be new tables and chairs beneath the pavilion.
- We added hydraulics to the pool gates to help the gates close better, but appreciate your help making sure those gates remain closed & locked at all times.

Important Reminders for Our Community
To uphold the aesthetic and harmonious environment of our community, I wish to reiterate several important guidelines. Adherence to these guidelines is crucial for maintaining property values and ensuring a pleasant living experience for all.

Architectural Review Committee (ARC) Process
In accordance with our community covenants, all exterior modifications to your home—including, but not limited to, changes in color or material, structural revisions or additions, and landscaping projects—mandate the submission and approval of an Architectural Review Committee (ARC) request ***prior*** to the commencement of any work. This requirement extends to repainting with the same color or planting new shrubs & trees. The recently revised ARC application now stipulates the submission of before and after photographs to be retained for community records. Our ARC committee is committed to reviewing all applications diligently and promptly.

Maintaining Our Community Standards
I respectfully request your cooperation in adhering to community standards to maintain the collective appearance and harmony of our neighborhood. Common areas of concern include:

- Garbage receptacles must be stored out of public view from the street, in accordance with community guidelines.
- Consistent yard and home maintenance is essential, encompassing the trimming of overgrown areas, weed management, and the upkeep of mailboxes.
- Vehicles should not be parked overnight on community streets, nor should they obstruct sidewalks when parked in driveways.
- Pet owners are reminded of their responsibility to immediately clean up after their pets.
- Garage carriage lights should be maintained in proper working order.
- Our pool, basketball court, and playground facilities are designated for the exclusive use of residents and their accompanied guests. Non-residents should not be allowed unsupervised access to these amenities.

Streamlining Dues Payments: Consider Automatic ACH
To enhance efficiency and reduce administrative costs for our community, we strongly encourage all residents to consider utilizing automatic ACH payments for their quarterly dues. The printing and mailing of traditional coupon books incur an expense to the HOA that could be more effectively allocated towards essential community maintenance and improvements. Furthermore, enrolling in automatic ACH ensures timely payments, helping you avoid the inconvenience of forgotten due dates and potential late fees. You can easily set up automatic ACH payments through the community AMI portal. Please do not hesitate to contact AMI directly for assistance.

Congratulations to Vicki Fleming on Retirement and Welcome to Mike Bacon!
It was a pleasure to have Vicki back with Shelborne Greene for a year, but we all wish her well choosing retirement! And welcome to **Mike Bacon (mbacon@indyami.com)** who has been overlapping with Vicki this past year and will continue as our AMI representative.

HOA Board Opportunities
We have HOA Board positions available in the Garden/Highland (1 spot), Village (1 spot) and Orchard (2 spots) sections. We extend our sincere gratitude to Rick Arenstein & Rebecca Jiminez for their significant contributions to the Board as they conclude their terms. I am completing my term and also will not be continuing on the HOA Board. I encourage you to consider serving our community; please contact me, Carol Schuler, to discuss these positions.

2027 Budget & Dues Increase
The Board remains committed to the long-term financial stewardship of our community. For the 2027 fiscal year, we will implement a modest annual assessment increase of $28.00 ($7.00 per quarter), adjusting quarterly dues from $253 to $260. This adjustment is consistent with the provisions outlined in our Association Covenants and Restrictions (Article VII Section 7.2(i)) and is essential for supporting ongoing maintenance and planned capital improvements.

Amendment to the Covenants, Conditions and Restrictions of Shelborne Greene and the By-Laws
The Board is proposing an Amendment to our CCR's to state more clearly the expectation of Lot & Home Maintenance. These "rules" are outlined in the included draft of the Amendment for your review. We are asking that homeowners maintain their lots in a neat fashion, taking care of their lot and exterior of their home. These guidelines will help the neighborhood continue to look it's best. Plus we are amending the By-Laws to formally allow the HOA to host meetings remotely, send out information via email, allow nomination of board members at the annual meeting and to potentially assess fines for violations. Please reach out to me with questions.

Special Meeting (7:15-7:45pm) following the Annual Meeting (6:30-7:15pm)
To vote on the Amendment to the CCR's and By-Laws there will be a Special Meeting immediately following the Annual Meeting. Expectation of time at the Annual Meeting, 6:30-7:15pm, then Special Meeting, 7:15-7:45pm. MCL Cafeteria closes at 8:00pm so we must be timely with our meetings.

If you are unable to attend the Annual Meeting and Special Meeting, please complete the enclosed **Proxy** and give that Proxy to a board member or send back to AMI to allow a quorum to be reached and the meetings to continue.

Safety Concern
It has been noted that with the availability of e-scooters & e-bikes, that children are moving very quickly on our sidewalks and streets and putting themselves & others in danger. If your children are out & about please emphasize safety – looking out for other people, pets & cars. Please have your children wear helmets as they ride. There have been some close calls noted and we don't want anyone to get hurt. Drivers – please GO SLOW as you drive through the neighborhood!

Stay Connected
We encourage all residents to remain informed and engaged through our official communication channels:

- The Shelborne Greene Website (https://shelbornegreene.com/) serves as a comprehensive resource for the latest community news, Board meeting schedules and minutes, and The Vault, which hosts essential documents including the ARC form, Solar guidelines, Fence guidelines, Rental restrictions, and Covenants, Conditions, and Restrictions (CCRs).
- The Shelborne Greene Facebook Page is a private group for residents, offering immediate updates and a platform for community discussions. On Facebook, search for "Shelborne Greene", answer questions & the admin will admit you.

Thank you for your continued support in fostering a thriving and desirable community at Shelborne Greene.

Sincerely,
Carol Schuler HOA President
Email: cschuler.sb@gmail.com
Phone: 317-379-8256

Important Information!

Safety Concern
It has been noted that with the availability of e-scooters, that children are moving at fast speeds on our sidewalks and streets and putting themselves & others in danger. If your children are out & about please emphasize safety – looking out for other people, pets & cars. Children should not assume that cars see them crossing a street, they must also look out for cars & pedestrians. Please have your children wear helmets as they ride. With the faster e-scooters, the bike riders are also going faster and cutting across streets to keep up. There have been some close calls noted and we don't want anyone to get hurt.

Speeding
Drivers – please GO SLOW as you drive through the neighborhood! Many neighbors are complaining of drivers going too fast throughout the neighborhood. Choose to be late by 1 minute, it's not worth having or causing an accident. We have lots of people walking, biking, scootering, and walking dogs. It's awesome we have an active neighborhood so please slow down!

The HOA has reached out the City of Carmel for help. They did send CPD a few times to catch speeders and also laid down the black wires across Inverness to monitor activity. Our neighborhood speed limit is 25mph. There is no reason to be whizzing through the neighborhood at a speed greater than that. Slower is better!

Amendments
The HOA is proposing 2 amendments that will be voted upon in a Special Meeting that will follow the Annual Meeting on Wednesday, November 18 at MCL cafeteria, 2370 W 86th St. The Annual Meeting will be 6:30-7:15pm. The Special Meeting will immediately follow 7:15-7:45pm. We encourage all homeowners to attend.

Amendment to the Covenants:
Currently our covenants merely state that a lot should be "neat and weed free". The HOA has created more detailed expectations of lot and home maintenance. Please review the the draft of the Amendment in this packet. These guidelines will help the neighborhood continue to look it's best.

Amendment to the By-Laws:
This proposed Amendment allows the HOA to have remote on-line meetings as we have been doing since Covid. It also allows the HOA to send notices and information via email. In addition, new board members may be nominated at the annual meeting and not require a nomination committee. Language in this Amendment adds in language about fines, if any are ever imposed. The draft of the Amendment is included in this packet for your review.

Nominations to be on the HOA Board:
We have HOA Board positions available in the Garden/Highland (1 spot), Village (1 spot) and Orchard (2 spots) sections. We extend our sincere gratitude to Rick Arenstein & Rebecca Jiminez for their significant contributions to the Board as they conclude their terms. I am completing my term and also will not be continuing on the HOA Board. I encourage you to consider serving our community.

If you have questions regarding the Amendments or serving on the Board, please do not hesitate to reach out to me:
Carol Schuler HOA President
Email: cschuler.sb@gmail.com
Phone: 317-379-8256

SHELBORNE GREENE 2027 BUDGET

		2026 Budget	2026 9 Months	2027 Budget $260/quarter
	INCOME			
40000	Fees (increase to $260/qtr)	$ 332,948	$ 207,513	$ 342,160
40500	Late Fees	$ 1,800	$ 1,580	$ 1,800
41500	Interest - Operating	$ -	$ 16	$ -
42000	Interest - Reserve	$ 5,000	$ 5,921	$ 6,000
44000	Legal Fees Assessed/Reimbursed	$ -	$ 8,777	$ 3,000
47000	Initial Capital ($500/bought)	$ 5,000	$ 4,000	$ 4,000
49000	Miscellaneous	$ 400	$ (122)	$ -
	TOTAL INCOME	$ 345,148	$ 227,685	$ 356,960
48010	Less Reserve Funding	$ 56,264	$ 42,198	$ 32,180
	OPERATING INCOME	$ 288,884	$ 185,487	$ 324,780
	EXPENSES			
	ADMINISTRATIVE			
51000	Management Fee - AMI	$ 23,484	$ 17,613	$ 24,180
52000	Legal/Professional Fees	$ 9,000	$ 16,819	$ 12,000
53000	Insurance	$ 8,500	$ 8,634	$ 9,000
54000	Property Taxes	$ -	$ 1,735	$ 4,000
57000	Neighborhood Events	$ 500	$ 645	$ 1,200
58000	Administrative	$ 6,000	$ 4,820	$ 6,000
	TOTAL ADMINISTRATIVE	$ 47,484	$ 50,266	$ 56,380
	UTILITIES			
61000	Electricity	$ 12,000	$ 8,612	$ 13,000
62000	Water & Sewer	$ 7,000	$ 5,879	$ 7,200
64000	Gas	$ 1,500	$ 1,535	$ 1,800
65000	Telephone	$ 1,400	$ 1,026	$ 1,400
	TOTAL UTILITIES	$ 21,900	$ 17,052	$ 23,400
	GROUNDS/MAINTENANCE			
71000	Lawn Care	$ 115,000	$ 80,637	$ 115,000
72000	Trees	$ 20,000	$ 19,400	$ 20,000
73000	Snow Removal	$ 6,000	$ 4,196	$ 10,000
74000	Pool/Plumbing	$ 23,500	$ 22,387	$ 30,000
75000	Irrigation	$ 5,000	$ 11,711	$ 10,000
76000	Pond	$ 5,000	$ 2,583	$ 7,000
76010	Fountains	$ 3,000	$ 5,559	$ 6,000
	TOTAL GROUNDS/MAINTENANCE	$ 177,500	$ 146,473	$ 198,000
	COMMON AREA			
83000	Common Area	$ 35,000	$ 32,098	$ 40,000
89050	Playground/Tennis/Bball	$ 7,000	$ 1,413	$ 7,000
	TOTAL COMMON AREA	$ 42,000	$ 33,511	$ 47,000
	TOTAL EXPENSES	$ 288,884	$ 247,302	$ 324,780
	INCOME LESS EXPENSES	$ 56,264	$ (19,617)	$ 32,180
	RESERVE EXPENSES			
92000	Pool liner - Renosys	$ 60,000	$ 51,478	$ -
	Playground Equipment	$ 5,000		$ -

Shelbourne Greene Community Association Inc.

2025 Annual Meeting – General Meeting Minutes

November 12, 2025

Call to Order

Carol Schuler called the annual meeting to order at 6:31 pm. Carol Schuler, Rebecca Jimenez, PJ Lavelle, Debbie Pittard, Marshall Kahn, Rick Arenstein, and Rory Osborne were in attendance representing the board.

Vicki Fleming from AMI was also in attendance.

Many owners were also in attendance.

Opening Items

- Marshall made a motion to approve the agenda which was seconded by Bob Koor. All in attendance said "Aye". **Motion approved.**
- Rick made a motion to approve the 2024 Annual Meeting minutes which was seconded by Rory. All in attendance said "Aye". **Motion approved.**
- The Board Members were introduced as well as welcoming back Vicki Fleming.

Review Highlights from Meeting materials

- Tree maintenance & Encore Landscaping
- Pool house roof replaced
- Entrance signs painted
- Pool bathroom murals
- Common area sidewalks were leveled, obtaining quotes to replace approximately 72 broken sidewalk panels
- New lounge chairs purchased
- Pool liner replacement ordered for early 2026
- New umbrellas will be purchased
- Increase quarterly dues by $6/quarter = $24/year
- Encourage residents to sign up for ACH payment of HOA dues to avoid costly late fees
- Keep trash cans out of view
- Ensure carriage lights are working
- Park vehicles in garage and/or driveway, not on the street, for safety reasons
- Maintain yards and bushes & clean up after pets
- Keep sidewalks clear, trim trees & bushes near sidewalks
- Pool & playground amenities are not for non-residents
- Mentioned online neighborhood information: neighborhood website maintained by David Kennedy, Facebook Group, and portal via AMI

Treasurer's Report

- Reviewed proposed 2026 budget and surplus for reserve will likely cover cost of new pool liner.
- Answered questions regarding budget items & verified Shelborne Greene is not for profit, but is not a non-profit.
- David Kennedy motioned to approve 2026 budget. Robert Weisbach seconded. All in attendance said "Aye". **2026 Budget Approved**

Board Election Results

- Marshall won re-election to represent the Garden section
- Keith Richey was elected to an open seat representing the Village section
- Open seat available in the Orchard section

Questions from Community Members

- Neighbor commented there may be high radon in the neighborhood
- Neighbor commented seeing grass clippings in the street
- Newer Neighbor asked if dogs in the neighborhood are dangerous, suggested that if a dog does charge them, they should note where the dog lives, report it, so a note can be sent to the owner
- Neighbor discussed inspecting attics for pests such as mice, squirrels, bats. Neighbor suggested electronic device called "Mouse Blocker."
- South basketball goal post needs painting
- Fountain lights for both fountains need to be repaired – lightbulb issue?
- Mailbox & post vendor information, including post paint color, is on the website
- Neighbor has issue with flooding in his backyard, PJ to reach out with possible contacts in the City and County

Adjourned

General meeting adjourned at 7:25 pm and the Executive Meeting was called to order at 7:30 pm.

SHELBORNE GREENE COMMUNITY ASSOCIATION, INC.

NOVEMBER 18, 2026 COMBINED ANNUAL & SPECIAL MEETING PROXY

I, the undersigned, being the Owner or designated voting representative of the Shelborne Greene property identified below, hereby appoint _____ (if left blank, Board President Carol Schuler), as my true and lawful attorney-in-fact and proxy, for me and in my name, place and stead, to attend and vote at the combined Annual & Special Meeting of Shelborne Greene Community Association, Inc. (the "Association") to be held on November 18, 2026, at 6:30 p.m., at MCL Cafeteria, 2370 W. 86th Street, Indianapolis, IN 46260, and any lawful continuation, reconvening or adjournment thereof.

This proxy authorizes my proxyholder to represent me for quorum purposes and vote on the matters described in the meeting notice, including the proposed *First Amendment to Amended and Restated By-Laws of Shelborne Greene Community Association, Inc.* and the proposed *First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions of Shelborne Greene*, in the forms distributed with the meeting notice (collectively, the "Proposed Amendments"), and any other business properly brought before the meeting, as fully as I could if personally present.

Vote on the Proposed Amendments as one combined package (check one):

☐ I direct my proxyholder to vote IN FAVOR of all Proposed Amendments.

☐ I direct my proxyholder to vote AGAINST all Proposed Amendments.

☐ I direct my proxyholder to ABSTAIN from voting on all Proposed Amendments.

The selected instruction applies to every Proposed Amendment, whether voted on together or separately. If no box is checked, my proxyholder may vote on the Proposed Amendments in their sole discretion. My proxyholder may use their best judgment on the election of Directors and all other business properly brought before the combined meeting. I revoke any prior proxy given by me for this meeting. This proxy expires 180 days after the date given below.

I affirm, under the penalties for perjury, that I have the authority to grant this proxy to the individual named above to exercise my proxy.

IN WITNESS WHEREOF, I have executed and given this proxy on _____, 2026. If no date is inserted, this proxy shall be deemed given on November 17, 2026.

_____ _____

Owner or Representative (Printed) Signature

Shelborne Greene Property Address: _____

Carmel, IN 46032

Please sign, date and deliver this proxy to the Association's Secretary, directly or through Association Management, Inc., P.O. Box 6210, Fishers, IN 46038 / mbacon@indyami.com before the meeting begins.

SHELBORNE GREENE COMMUNITY ASSOCIATION, INC.
BOARD OF DIRECTORS
NOMINATION FORM

Each year at the Annual Meeting we elect one Board Member from each neighborhood. If you are interested in filling a position on the Board of Directors, please fill out this nomination form and submit it to Association Management, Inc., P.O. Box 6210, Fishers, Indiana 46038, fax it to 317-915-0404, or email to Mbacon@indyami.com so that it is received no later than 5:00 p.m. November 7, 2026.

The Nominee from "The Gardens"

Name: _____

Address: _____

Phone: _____

Information about yourself/nominee:

_____

_____

The Nominee from "The Orchard"

Name: _____

Address: _____

Phone: _____

Information about yourself/nominee:

_____

_____

The Nominee from "The Village"

Name: _____

Address: _____

Phone: _____

Information about yourself/nominee:

_____

_____

FIRST AMENDMENT TO AMENDED AND RESTATED BY-LAWS OF SHELBORNE GREENE COMMUNITY ASSOCIATION, INC.

This *First Amendment to Amended and Restated By-Laws of Shelborne Greene Community Association, Inc.* is made by Shelborne Greene Community Association, Inc. (the "Association"), an Indiana nonprofit corporation, which is the homeowners association for the subdivision commonly known as Shelborne Greene, in Clay Township, Hamilton County, Indiana (the "Subdivision"), and shall become effective as of the date signed below.

WITNESSETH:

WHEREAS, the Association and Subdivision are governed by the *Amended and Restated By-Laws of Shelborne Greene Community Association, Inc.* (the "By-Laws"); and

WHEREAS, Article XII, Section 1 of the By-Laws allows for amendment of the By-Laws by a vote of a majority of a quorum of Members present in person or by proxy at a regular or special meeting of the Members; and

WHEREAS, on _____, 2026, the Association held a special meeting of the Association's Members, being the Owners in the Subdivision, duly noticed and called for the purpose of voting on the following amendments to the By-Laws; and

WHEREAS, at said meeting quorum was present and at least a majority of said quorum cast votes in person or by proxy in favor of amending the By-Laws as set forth below; and

NOW, THEREFORE, pursuant to the foregoing, the By-Laws are amended as follows:

1. Article III, Section 1 of the By-Laws is hereby amended with additions shown in **bold** and deletions shown with ~~strikethrough~~:

   Section 1. Annual Meetings. The Annual Meetings of Members shall be held **annually** ~~during the second or third week of November~~ on a date and time determined by the Board.

2. Article III, Section 3 of the By-Laws is hereby amended with additions shown in **bold** and deletions shown with ~~strikethrough~~:

   Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, **or, for any Member who has consented to receive notices electronically, by emailing a copy of such notice,** at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's **mailing** address **or email address, as applicable,** last appearing on the books of the Association, or supplied by such Member to the Association for purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

   The Board of Directors may authorize Members to participate in any annual, regular, or special meeting of the Members by means of remote communication, and may elect to conduct any such meeting solely by means of remote communication, in each case to the extent permitted by INDIANA CODE §§ 23-17-10-1 and 23-17-10-2, as amended or recodified from time to time. To conduct such meetings by means of remote communication, the Association shall implement reasonable measures to verify the identity of each Member considered present and permitted to vote at the meeting; implement reasonable measures to ensure all Members have an opportunity to participate and vote on matters discussed at the meeting, including an opportunity to read or hear the proceedings; and maintain minutes of the meeting, including a record of any votes cast or actions taken by a Member.

3. Article IV, Section 1 of the By-Laws is hereby amended with additions shown in **bold** and deletions shown with ~~strikethrough~~:

   Section 1. Number. The affairs of this Association shall be managed ~~the~~ **by a** Board of nine (9) Directors, who shall all be Members of the Association. **The existence of one or more vacancies on the Board,**

including the failure to fill all authorized Director positions, shall not affect the validity or enforceability of any Member's duties or obligations under the Declaration, these By-Laws, or any other governing document of the Association. The Board shall be divided into three (3) groups with three (3) directors being Members of the Association residing in each of the three (3) Areas. At all times, each Director shall have one (1) vote with respect to any act or decision done or made by the Board.

4. Article V, Section 1 of the By-Laws is hereby amended with additions shown in **bold** and deletions shown with ~~strikethrough~~:

Section 1. Nomination. ~~Nomination for election to the Board shall be made by a nominating committee.~~ Nominations ~~may also~~ **shall** be made from the floor at the annual meeting by the Members. ~~The nominating committee shall consist of a chairperson, who shall be a Director, and two or more Directors, officers or Members. The nominating committee shall be appointed by the Board prior to each annual meeting of the Members. The nominating committee shall nominate a slate of proposed directors for each opening to be filled at the next annual meeting and such selection shall be presented at the annual meeting of the Members. The nominating committee shall make at least as many nominations as the number of vacancies of Directors that are to be filled at the annual meeting of the Members. Such nominations shall be made for each Area from among Members residing in the respective Area.~~

5. Article VI, Section 1 of the By-Laws is hereby amended with additions shown in **bold** and deletions shown with ~~strikethrough~~:

Section 1. Regular Meetings. Regular meetings of the Board shall be held monthly ~~without notice,~~ at such place and hour as may be fixed from time to time by resolution of the Board.

6. Article IX of the By-Laws is hereby amended with additions shown in **bold** and deletions shown with ~~strikethrough~~:

ASSESSMENTS AND FINES

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments **and fines lawfully assessed by the Association, all of** which are secured by a continuing lien upon the property against which the assessment **or fine** is made. Any assessments **or fines** which are not paid when due shall

be delinquent. If the assessment **or fine** is not paid within thirty (30) days after the due date, the assessment **or fine** shall bear interest from the date of delinquency at the rate of six percent (6%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the property. Interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment **or fine**. No Owner may waive or otherwise escape liability for the assessments **or fines** provided for herein by nonuse of the Common Area or abandonment of his or her Lot.

[END OF AMENDMENTS]

Cross-Reference(s): *Amended and Restated Declaration of Covenants, Conditions and Restrictions of Shelborne Greene*, Inst. No. 2024006266

FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SHELBORNE GREENE

This *First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions of Shelborne Greene* is made by Shelborne Greene Community Association, Inc. ("the Association"), an Indiana nonprofit corporation, which is the homeowners association for the subdivision commonly known as Shelborne Greene, in Clay Township, Hamilton County, Indiana ("the Subdivision"), and shall become effective upon recording.

WITNESSETH:

WHEREAS, the Association and Subdivision are governed by the *Amended and Restated Declaration of Covenants, Conditions and Restrictions of Shelborne Greene*, recorded on February 26, 2024, in the Office of the Recorder of Hamilton County, Indiana as Instrument No. 2024006266 ("the Declaration"); and

WHEREAS, Article XI, Section 11.1(iv) of the Declaration provides that the Declaration may be amended upon the approval 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 at which a quorum is represented in person or by proxy; and

WHEREAS, on _____, 2026, the Association held a special meeting of the Association's members, being the Owners in the Subdivision, duly noticed and called for the purpose of voting on the following amendment to the Declaration; and

WHEREAS, at said meeting, a quorum of the Members was represented in person or by proxy; and

WHEREAS, at least sixty-seven percent (67%) of the Owners casting votes in person or by proxy at said meeting voted in favor of amending the Declaration as set

forth below; and

NOW, THEREFORE, pursuant to the foregoing, the Declaration is amended as follows:

1. Article VII, Section 7.5 of the Declaration is hereby amended with additions shown in **bold** and deletions shown with ~~strikethrough~~:

Section 7.5 Failure of Owner to Pay Assessments **and Fines.**

(i) No Owner may exempt himself from paying Regular Assessments and Special Assessments **or fines** due to such Owner's nonuse of the Common Areas or abandonment of the Residence Unit or Lot belonging to such Owner. If any Owner shall fail, refuse or neglect to make any payment of any assessment **or fine** when due, the lien for such assessment **or fine** (as described in Section 7.6 below) may be foreclosed by the Board of Directors of the Association for and on behalf of the Association as a mortgage on real property or as otherwise provided by law. In any action to foreclose the lien for any assessment **or fine**, the Owner and any occupant of the Residence Unit shall be jointly and severally liable for the payment to the Association on the first day of each month of reasonable rental for such Residence Unit, and the Board of Directors shall be entitled to the appointment of a receiver for the purpose of preserving the Residence Unit or Lot, and to collect the rentals and other profits therefrom for the benefit of the Association to be applied to the unpaid assessments **or fines**. The Board of Directors of the Association, at its option, may in the alternative bring suit to recover a money judgment for any unpaid assessment **or fine** without foreclosing or waiving the lien securing the same. In connection with any effort to collect or in any action to recover a Regular or Special Assessment **or fine**, regardless of whether litigation is initiated, the Board, for and on behalf of the Association, shall be entitled to recover from the Owner of the Unit, not only the delinquent Regular or Special Assessments **or fines**, but also all **interest and** late charges imposed, all court costs, all costs of collection, charges, fees and expenses incurred by the Association with respect to such collection effort or action, including but not limited to ~~charges, costs, fees or other expenses incurred by the Association to its property management company (if any) for administering, monitoring or processing delinquent Owners' accounts, and~~ reasonable attorney's fees. The Association need not accept any tender or a partial payment of an Assessment **or fine**, or any installment of an Assessment, and all costs, expenses, charges and attorneys fees attributable thereto, and any acceptance of any such tender shall not be deemed to be a waiver of the Association's right to

demand and receive full payments thereafter. In addition, the Board shall have the power to adopt by Board resolution additional rules and regulations or delinquency procedures.

(ii) Notwithstanding anything contained in this Section 7.5 or elsewhere in this Declaration, any sale or transfer of a Residence Unit or Lot to a Mortgagee pursuant to a foreclosure of its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in the manner provided by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid assessments **or fines** which became due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien shall not relieve the prior Owner from personal liability therefor. No such sale, transfer or conveyance shall relieve the Residence Unit, or the purchaser thereof, at such foreclosure sale, or the grantee in the event of conveyance in lieu thereof, from liability for any assessments **or fines assessed against such purchaser** thereafter becoming due or from the lien therefor.

2. Article VII, Section 7.6 of the Declaration is hereby amended with additions shown in **bold** and deletions shown with ~~strikethrough~~:

Section 7.6 Creation of Lien and Personal Obligation. All Regular Assessments and Special Assessments **and all fines lawfully assessed against an Owner**, together with interest, late charges, costs of collection and attorneys' fees, shall be a continuing lien upon the Lot against which such assessment **or fine** is made prior to all other liens except only (i) tax liens on any Lot in favor of any unit of government or special taxing district and (ii) the lien of any first mortgage of record. Each such assessment **or fine**, together with interest, late charges, costs of collection and attorneys' fees, shall also be the personal obligation of the Owner of the Lot at the time such assessment **or fine** became due and payable. Where the Owner constitutes more than one person, the liability of such persons shall be joint and several. The personal obligation for delinquent assessments **or fines** (as distinguished from the lien upon the Lot) shall not pass to such Owner's successors in title unless expressly assumed by them. The Association, upon request of a proposed Mortgagee or proposed purchaser having a contractual right to purchase a Lot, shall furnish to such Mortgagee or purchaser a statement setting forth the amount of any unpaid Regular or Special Assessments, **fines**, or other charges against the Lot. Such statement shall be binding upon the Association as of the date of such statement.

3. Article IX, Section 9.1 of the Declaration is hereby amended with additions shown in **bold** and deletions shown with ~~strikethrough~~:

Section 9.1 Maintenance of Lots and Improvements. Except to the extent such maintenance shall **expressly** be the responsibility of the Association under any of the foregoing provisions of this Declaration, ~~it shall be the duty of the Owner of each Lot to keep the grass on the Lot properly cut and keep the Lot, including any Drainage, Utility or Sewer Easements located on the Lot, free of weeds, trash or construction debris and otherwise neat and attractive in appearance including without limitation, the proper maintenance of the exterior of any structures on such Lot.~~ **each Owner shall maintain his or her Lot and all improvements located thereon, including residences, garages, driveways, sidewalks, patios, decks, fences, landscaping, and other appurtenances, in a clean, safe, attractive, and well-maintained condition consistent with the overall aesthetic standards of the Shelborne Greene subdivision.**

An Owner shall remain responsible for compliance with this Declaration, the By-Laws, any applicable Plats and their Plat Covenants, any rules and regulations of the Association, and all other governing documents of the Association regardless of whether the Lot is occupied by tenants or other occupants.

Without limiting the foregoing, each Owner shall:

(i) Maintain all lawns, landscaping, trees, shrubs, hedges, flower beds, and other vegetation in a neat and attractive condition.

(ii) Mow and trim all lawn areas as reasonably necessary to maintain grass at a height not exceeding five inches (5").

(iii) Prevent the growth or accumulation of weeds, underbrush, dead vegetation, and other unsightly plant material.

(iv) Remove dead trees, dead shrubs, dead hedges, dead tree limbs, tree stumps, and other vegetation that is dead, diseased, hazardous, or otherwise unsightly.

(v) Trim trees and vegetation as reasonably necessary to prevent obstruction of sidewalks, streets, driveways, drainage facilities, or pedestrian access.

(vi) Remove excessive accumulations of fallen leaves, branches, and similar yard debris.

(vii) Ensure that grass clippings, leaves, and other yard waste are not deposited into streets, sidewalks, drainage facilities, or neighboring property.

(viii) Maintain lawn ornaments, landscape features, and decorative items in good condition and repair.

(ix) Maintain all exterior portions of improvements in good repair and condition, including the prompt repair or replacement of deteriorated, damaged, broken, rotted, rusted, weathered, or otherwise defective materials.

(x) Address conditions visible from Public View including peeling paint, faded stain, wood rot, mold, mildew, algae, damaged siding, damaged roofing materials, damaged fencing, and similar visible deterioration.

(xi) Maintain mailboxes, mailbox posts, exterior lighting fixtures, sidewalks, driveways, and similar improvements in a safe and functional condition, and in good repair consistent with the overall aesthetic standard of the Shelborne Greene subdivision.

(xii) Store lawn equipment, tools, ladders, trailers, recreational equipment, and similar items out of Public View when such items are not actively being used.

(xiii) Refrain from parking or storing vehicles on lawns, landscaped areas, or other portions of a Lot not intended for vehicular use.

(xiv) Refrain from creating or permitting any condition that materially detracts from the appearance, safety, or value of neighboring property or the Shelborne Greene subdivision overall, as reasonably determined by the Board.

The foregoing standards are intended to establish minimum maintenance requirements. Compliance with a specific requirement shall not excuse the existence of any other condition that renders a Lot unsightly, unsafe, or inadequately maintained.

For purposes of this Section, "Public View" means visibility from any street, sidewalk, Common Area, or neighboring Lot, as reasonably determined by the Board.

The maintenance standards set forth herein are intended to supplement, and not replace, any maintenance, use, storage, architectural, nuisance, garbage-disposal, fencing, drainage, parking, or other restrictions contained elsewhere in the Plat Covenants or other governing documents of the Association. In the event of any conflict, the more restrictive provision shall control.

If the Owner of any Lot fails to ~~do so~~ **comply with this Section** in a manner reasonably satisfactory to the Association, the Association shall have the right (but not the obligation), through its agents, employees and contractors, to enter upon said Lot and clean, repair, maintain or restore the Lot, as the case may be, and the exterior of the improvements erected thereon. The cost of any such work shall be and constitute a special assessment against such Lot and the owner thereof, and may be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessments in general. Neither the Association nor any of its agents, employees or contractors shall be liable to the offending Owner for any damage which may result from any maintenance work performed hereunder.

[END OF AMENDMENT]

All other terms and conditions of the Declaration as originally recorded and thereafter amended from time to time with the Office of the Recorder of Hamilton County, Indiana shall remain in full force and effect.

The acceptance of a deed of conveyance or the act of occupancy of any one Lot shall constitute a ratification of the foregoing amendment, together with the Declaration and any of its amendments, and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Lot as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage, or other instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]