

Cross-References: 1999066938, 2004026363, 2005031923

---

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF DEER PATH**

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF DEER PATH, is made effective this \_\_ day of \_\_\_\_\_, 202\_, by Deer Path Homeowners Association, Inc. (“the Association”), an Indiana not-for-profit corporation; and,

**WHEREAS**, the *Declaration of Covenants, Conditions and Restrictions of Deer Path* was recorded on November 16, 1999, in the Office of the Recorder of Hamilton County, Indiana as Instrument Number 1999066938 (“the Declaration”); and,

**WHEREAS**, the *Supplement to Declaration of Covenants, Conditions and Restrictions of Deer Path* was recorded on April 23, 2004, in the Office of the Recorder of Hamilton County, Indiana as Instrument Number 2004026363; and,

**WHEREAS**, the *Second Supplement to Declaration of Covenants, Conditions and Restrictions of Deer Path* was recorded on May 25, 2005, in the Office of the Recorder of Hamilton County, Indiana as Instrument Number 2005031923; and,

**WHEREAS**, Article X, Section 10.3 of the Declaration permits the amendment of the Declaration by an instrument recorded in the Office of the Recorder of Hamilton County, Indiana approved and signed by at least seventy-five percent (75%) of the then Owners; and,

**WHEREAS**, the approval of not less than seventy-five percent (75%) of the then Owners has been obtained in support of the amendments to the Declaration contained herein, as evidenced by the signatures of Owners attached hereto collectively as Exhibit “1”;

**NOW, THEREFORE**, pursuant to the foregoing, the Declaration is amended as follows with inserted language denoted in **bold** and deleted language denoted with ~~strike~~through:

1. Article IV, Section 4.3 of the Declaration is amended to read as follows:

*Section 4.3 Board of Directors.* The Owners shall elect a Board of Directors of the Association as prescribed by the Association's Articles and By-Laws. The Board of Directors shall manage the affairs of the Association. Directors ~~need not~~ **must** be members of the Association.

2. Article V, Section 5.5 of the Declaration is amended to read as follows:

*Section 5.5 Quorum.* Written notice of any meeting called for the purpose of taking any action authorized under this Article shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast ~~sixty~~ **twenty** percent (~~60~~ **20**%) of the total number of votes entitled to be cast (Class A and Class B votes combined) shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half ( $1/2$ ) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

3. Article VI, Section 6.3 of the Declaration is amended to read as follows:

*Section 6.3 Leasing.* ~~Any Lot may be leased by its Owner.~~

**(i) Limits on the Number of Leased Lots ("Rental Cap").** In order to ensure that the residents within the Property share the same proprietary interest in and respect for the Lots, Dwelling Units, and the Common Area, **no more than twenty percent (20%) of Lots may be leased or rented for exclusive occupancy by any party other than the current titled Owner of a Lot as recorded in the Office of the Recorder of Hamilton County, Indiana, whether for consideration under a lease, as compensation for employment, for barter, as a gift, or any other arrangement. For purposes of this Section 6.3, an Owner is a person or entity owning fee simple title to any Lot, including contract sellers. Any party claiming an interest less than fee simple absolute that**

is not a contract seller will be considered a non-Owner occupant unless they have paid at least a minimum of ten percent (10%) down payment as part of their initial purchase price of their purchase contract, and any instrument or contract evidencing purchase must be recorded with the Office of the Recorder of Hamilton County, Indiana for the Lot. Otherwise, land contract purchasers are not considered Owners for purposes of this Section 6.3, and any land contract / seller-financing agreement purchaser of a Lot will be considered a non-Owner occupant. For purposes of this Section 6.3, a Lot is exclusively occupied by one (1) or more non-Owner if the Owner of the Lot, or a member of the Owner's family as defined herein, does not also correspondingly occupy the Lot as their principal place of residence. For purposes of this Section, a member of the Owner's family includes a spouse, a child, a step-child, a parent, a parent of a spouse, a grandparent, a grandparent of a spouse, a grandchild, a step-grandchild, a sibling, a niece, or a nephew.

Prior to the execution of any lease, and in addition to the requirements set forth in this Section 6.3, the Owner must notify the Board of Directors in writing of the Owner's intent to lease their Lot. After receiving such notice, the Board of Directors shall advise the Owner if the Lot may be leased or whether the Rental Cap is at its maximum. If the maximum number of Lots is already being leased, the Board of Directors shall place the Owner on the waiting list in priority order based on the date notice from the Owner was received and shall notify the Owner of that Owner's position on the waiting list. When all existing non-owner occupants vacate a Lot, the Owner of that Lot shall immediately notify the Board of Directors of such fact and that Lot cannot be re-rented or leased until all prior Owners on the waiting list, if any, have had a chance to rent or lease their Lots. An Owner on the waiting list who obtains the opportunity to rent or lease their Lot must present an executed lease to the Board of Directors within sixty (60) days from the date of notice that said Owner may rent or lease their Lot, or that Owner will forfeit their position on the waiting list.

(ii) Effective Date of Lease Conditions. These leasing restrictions shall not apply to any Lot of an Owner who, at the time of recording these restrictions, is renting or leasing said Lot for exclusive occupancy by one (1) or more non-owner occupants, so long as such Lot continues to be owned by the same Owner and continues to be leased to and exclusively occupied by non-owner occupant(s). In order for this exception

to apply, said Owner must deliver a copy of the executed lease, which is in effect at the time, to the Board of Directors within thirty (30) days after the recording of these restrictions and shall furnish a copy of any subsequent lease, which must conform to the provisions of subsection (iv) herein, within thirty (30) days after its execution. Such copy may have the rental amount deleted. Failure of such an Owner to timely deliver a copy of any such lease to the Board of Directors shall result in said Owner's Lot being subject to all restrictions in this Section 6.3. However, in this latter circumstance, these restrictions shall not apply to any lease executed prior to the effective date of these restrictions or to any renewals thereof, so long as the occupants remain the same. Any Lot which falls under the exception of this subsection (ii) shall, nevertheless, be counted as one of the maximum Lots that may be rented or leased at any given time (*i.e.*, the Rental Cap), even though such maximum does not apply to restrict such exempted Lot.

**(iii) Exceptions During Period of Good Faith Sale or Significant Hardship.** The Board of Directors may, in its sole discretion, grant an exception to the restrictions in this Section 6.3 to an Owner, if the Board of Directors determines that the Owner is actively and in good faith trying to sell or otherwise dispose of their Lot or if the Board of Directors determines that the Owner has a Significant Hardship. For purposes of this subsection (iii), examples of a Significant Hardship may include:

- (a) death of an Owner;
- (b) divorce of an Owner;
- (c) temporary, necessary relocation of the residence of an Owner to a point outside of a fifty (50) mile radius of the perimeter of the Property due to a change of employment or retirement;
- (d) temporary, necessary relocation of the residence of an Owner due to mental or physical infirmity or disability of at least one (1) of the Owners of the Lot; or,
- (e) any other circumstance which the Board of Directors, in its sole discretion, determines to be a Significant Hardship justifying an exception from the restrictions in this Section 6.3.

**(iv) General Lease Conditions.** All leases, including renewals, shall be in writing, and no lease shall be entered into for a term of less than two (2) years without the prior written approval of the Board of Directors. No portion of any Lot other than the entire Lot may be leased for any period. No subleasing is

permitted. No Owner will be permitted to lease or rent their Lot if the Owner is delinquent in paying any assessments or other charges due to the Association at the time the lease is entered. All leases shall be made expressly subject and subordinate in all respects to the terms of the Declaration, the By-Laws, and any rules and regulations promulgated by the Board of Directors, as amended and/or supplemented, to the same extent as if the tenant(s) or other non-Owner occupant(s) were an Owner and a member of the Association; and shall provide for direct action by the Association and/or any Owner against the tenants and other non-Owner occupants with or without joinder of the Owner of such Lot. In addition, the lease shall provide that a violation of the covenants and restrictions of the Declaration, the By-Laws, or the rules and regulations of the Association constitutes a breach of the lease, which may be directly enforced by the Association. All Owners who do not reside at the Lot shall provide the Board of Directors with the names of the tenants and other non-Owner occupants living at the Lot. The Owner shall supply copies of the Declaration, the By-Laws, and rules and regulations, and any amendments or supplements thereto, to the tenants and other non-Owner occupants prior to the effective date of the lease. In addition, the Board of Directors shall have the power to promulgate such additional rules and regulations as, in its sole discretion, may be necessary or appropriate concerning leasing or renting.

(v) Owner is Still Liable. No lease shall provide, or be interpreted or construed to provide, for a release of the Owner from their responsibility to the Association and the other Owners for compliance with the provisions of the Declaration, the By-Laws, and any rules and regulations promulgated by the Board of Directors, as may be amended or supplemented from time to time, or from the Owner's liability to the Association for payment of assessments or any other amounts due and owing to the Association.

(vi) Approval of Form of Lease. Any Owner desiring to enter into a lease for their Lot, and authorized to do so herein, shall submit the form of the proposed lease to the Board of Directors (which form need not include the identity of the tenant or the rental amount) for review for compliance with the requirements of this Section 6.3. The Board of Directors may employ an attorney in connection with any such review, and a reasonable fee may be charged to the applicant to offset the expense so incurred. In the event the Board of Directors fails to approve or

disapprove the form of the lease within thirty (30) days after receipt of the same, the form of the lease shall be deemed approved. A copy of each executed lease by an Owner (which may have the rental amount deleted) shall be provided to the Board of Directors by the Owner within thirty (30) days after execution.

(vii) **Violations.** If any Owner leases or rents their Lot in violation of the provisions of this Section 6.3, the Association may bring a legal action to enjoin the improper conduct pursuant to Article X, Section 10.1 of the Declaration.

(viii) **Institutional Mortgages.** The provisions of this Section 6.3 shall not apply to any institutional mortgage holder of any Lot which comes into possession of the mortgage holder by reason of any remedies provided by law or in equity or in such mortgage or as a result of a foreclosure sale or other judicial sale or as a result of any proceeding, arrangement, or deed in lieu of foreclosure.

4. Article VI, Section 6.4 of the Declaration is deleted in its entirety:

~~*Section 6.4.* No animals shall be kept or maintained on any lot except domestic, household pets traditionally kept in individual residences throughout the state of Indiana. All such pets shall be kept reasonably confined so as not to become a nuisance. Excessive barking of dogs or vicious animals shall constitute a nuisance and may be ordered by the Association to be removed from the property.~~

5. Article VI, Section 6.5 of the Declaration is amended to read as follows:

*Section 6.5 Outside Storage.* All clotheslines, equipment, ~~garbage cans,~~ service yards, woodpiles or storage piles shall be kept from view of neighboring homes and streets. All rubbish, trash or garbage shall be regularly removed from the premises, and shall not be allowed accumulate thereon. Trash must be stored in enclosed containers. **Garbage cans may be stored in view of neighboring homes and streets only if they abut the Dwelling Unit in either the rear yard or a side yard.**

6. Article VI, Section 6.9 of the Declaration is amended to read as follows:

*Section 6.9 Motor Vehicle Repair.* ~~The repair of i~~ Inoperative motor vehicles ~~or material alteration of motor vehicles~~ shall not be permitted,

**kept, or stored** on any Lot unless entirely within a garage permitted to be constructed per the terms of the Declaration.

**An “*inoperative*” motor vehicle means any vehicle on jacks, blocks or stands; any vehicle that has a block or other device under the tires to prevent movement or rolling; or any vehicle which has a flat tire or other obvious damage that would prevent the vehicle from being driven.**

**Upon the failure of an Owner to comply with this Section 6.9 within three (3) business days from the post-mark date of notice sent by the Association to the Owner requesting such compliance, the Association has the right, but not the obligation, to remove or tow from any street, Common Properties, or Lot within Deer Path, at the vehicle owner’s expense, any vehicle that violates the Declaration.**

**The Board of Directors may create procedures to be used for the enforcement of vehicle restrictions, including towing.**

**If a vehicle is towed for violating the Declaration, the Association, and any person or entity acting on behalf of the Association, cannot be held liable for any damage, loss, or expense suffered as a result of a vehicle being towed. The owner of the vehicle will be solely responsible for any towing, processing, storage, and other fees resulting from the vehicle being towed.**

**If the Association suffers any damages, legal fees, costs, or expenses from towing any vehicle, then the owner of the vehicle (or the Owner of the Lot which the guest was visiting) will be responsible for fully reimbursing the Association all of its damages, legal fees, costs, and expenses resulting from the action, so long as the actions of the Association were taken in good faith and to prevent or stop violations of the Declaration.**

7. Article VI, Section 6.26 of the Declaration is amended to read as follows:

*Section 6.26 Home Occupations.* No Lot or Dwelling Unit located thereon shall be used for any purpose other than as a single family residence,

except a home occupation which is both permitted under the applicable zoning ordinance and which also complies with the following guidelines:

- (a) Any home occupation must be conducted entirely within the residence and conducted solely by a member of the immediate family residing in said Dwelling Unit;
- (b) Any home occupation must be clearly incidental and secondary to the use of the Dwelling Unit for residential purposes;
- (c) There can be no sign or display that will indicate from the exterior of the Dwelling Unit that the Dwelling Unit is being used, in whole or in part, for any purpose other than that of a residential dwelling;
- ~~(d) No commodity can be sold from the Lot or Dwelling Unit located thereon.~~
- (e) No person can be employed other than a member of the immediate family residing in the Dwelling Unit;
- (f) No manufacturer or assembly operations can be conducted; and
- (g) Customers cannot enter upon the Lot or Dwelling Unit for the purpose of conducting business.

~~In no event shall the following similar activities be conducted: child care, barber shop, styling salon, animal hospital, kennel, any form of animal care or treatment such as dog trimming, or any similar activities.~~

8. Article VI, Section 6.27 of the Declaration is amended to read as follows:

Section 6.27 Fences. The Architectural Committee, prior to any installation, must approve any fencing and landscape screening. It is the goal to keep all fencing or screening harmonious with the architectural character of the community. No fence or screen will be approved which obstructs necessary sight lines for vehicular traffic. Undue obstruction of views from adjoining properties and amenity areas will be taken into consideration by the Architectural Committee when reviewing fences for approval. No front yard fencing is permitted, except on a Lot on which there is maintained a sales office or model home by Declarant or Builder. If approved by the Architectural Committee, fences may be privately installed but must be constructed to professional levels of quality,

design, material, composition, and color as determined by the Architectural Committee. Non-professionally installed fences may be inspected by the Architectural Committee after completion in order to ensure that the fence is of a professional quality, and final approval of such fence shall be deemed withheld until completion of this final review. All fences shall be kept in good repair by the Owner. No fence shall be located any closer to the front line than the rear foundation line of the residence.

Fences are to be vinyl coated chain link, wrought iron, **vinyl**, cedar, or treated pine. Further, fences are to be dog-eared, flattop shadow box style with 1" x 6" vertical **or horizontal** boards, and are to remain unpainted. The Architectural Committee must approve all fencing materials, design, and location. Walls above grade must be constructed on natural stone, masonry, wood or shadow box fencing. The Architectural Committee will approve landscape screening materials, design, and location on an individual basis.

The exact location, material, color and height of the fence and rendering or photograph thereof shall be submitted to the Architectural Committee for written approval at least thirty (30) days prior to proposed construction. If however, approval has not been received by applicant in writing within thirty (30) days after submitted, then said request shall be considered DENIED.

Notwithstanding anything in this Declaration to the contrary, (i) no fencing may be installed in the rear yards of any lots abutting any public rights-of-way or streets along the perimeter or boundary of the Property except by Declarant and, (ii) any such fences installed by Declarant shall be of uniform appearance, height, material, and distance from the public right-of-way or street and shall not be erected within the thirty (30) foot and fifty (50) foot landscape buffers identified in the Commitments.

9. A new Article VI, Section 6.30 of the Declaration is added to read as follows:

**Section 6.30 Solar Energy Systems.**

- (i) Pursuant to Article VI, Section 6.2 of the Declaration, all solar energy system projects must be approved in writing by the Architectural Committee prior to the commencement of any construction or installation activities on a Lot. The Owner must also obtain all necessary city/county permits to the extent such permits

are required. It is recommended that Architectural Committee approval be obtained prior to seeking necessary city/county permits.

- (ii) Solar energy systems may only be installed in locations approved by the Architectural Committee. Unless otherwise approved by the Architectural Committee, the system may not be installed in a location other than: (a) the roof of the Dwelling Unit of the Owner installing the system; (b) on another structure approved by the Architectural Committee and located on the installing Owner's Lot; or (c) within a fenced yard or patio owned and maintained by the Owner of the Lot.
- (iii) Subject to criteria set forth in this Section 6.30 and applied by the Architectural Committee, Owners may install roof-mounted solar panels or solar shingles. Surface panels (*i.e.*, panels mounted to the walls/siding or the ground) are discouraged and will not generally be approved by the Architectural Committee unless the same can be installed in such a way that they are not visible from any street or neighboring Lot.
- (iv) Roof-mounted panel designs will generally be approved by the Architectural Committee only on non-street-facing sides of roofs. Proposals to install roof-mounted panels on street-facing sides of roofs will only be considered by the Architectural Committee if the Owner can prove to the Architectural Committee's satisfaction that the solar panels cannot function at one hundred percent (100%) of their intended efficiency unless installed on the street-facing side of the roof.
- (v) Roof-mounted solar shingles may be approved on the street-facing sides of roofs, subject to the criteria set forth in this Section 6.30 and such other criteria as may be adopted and applied by the Architectural Committee.
- (vi) Roof-mounted solar panels must conform to existing roofing geometry, must be flush with the roof, and must be installed at the same angle and slope of the roof. The top edge of the panels may not extend above the roof peak and must be located entirely within a boundary defined by the roof eaves and peak. The panel height above the existing

roof surfaces must be minimized as much as is practically possible.

- (vii) All solar shingles must conform to existing roofing geometry, must be flush with the roof, and must be installed at the same angle and slope of the roof. Solar shingles must contain a non-glare finish on the surface.
- (viii) All solar shingles must be a textured or matte finish and have a color scheme that matches the existing roof shingle color scheme.
- (ix) In no event may solar panels or solar shingles extend beyond the roof line.
- (x) Any exposed electrical conduit must be color-matched (*e.g.*, power-coated) to the roof.
- (xi) Surface panels or other systems mounted to the ground or building surfaces must be fully enclosed so that the system is not visible from any street or neighboring Lot. Required visual screening for surface panels or other systems installed on a Lot may include, but are not limited to: (a) shrubbery, trees, or other noninvasive plant species; or (b) decorative fencing that meets the requirements of any local ordinance, the Declaration, Association guidelines, or any other applicable governing document of the Association.
- (xii) If a system is installed within a fenced yard or patio owned by the Owner, no portion of the system may protrude above the top of the fence line.
- (xiii) Depending on the location of the Lot and the intended style and location of solar energy system to be installed, the Architectural Committee may require additional screening to ensure minimal visibility from streets and/or neighboring Lots.
- (xiv) The system must be installed by a reputable, licensed, and insured solar energy system contractor.
- (xv) The Architectural Committee may insist that certain types of warranties be obtained in conjunction with the project

and may request proof of such warranties as a condition of approval.

- (xvi) Solar energy systems will not be approved – and are subject to removal by the Association – in any of the following circumstances: (a) the system threatens public health or safety; (b) the system violates a law or ordinance; (c) the system is installed on property owned and/or maintained by the Association; (d) the system is installed on any other property that is not owned or maintained by the Owner; (e) the system has a frame, support bracket, or visible piping or wiring that is not in a silver, bronze, or black tone commonly available in the marketplace; (f) the system is installed in a manner that voids material warranties; (g) the system substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to a reasonable person of ordinary sensibilities; (h) the Owner installed the system prior to obtaining written approval from the Architectural Committee; (i) the system, or any aspect thereof, has not received Architectural Committee approval; and/or (j) the system is installed in a way that deviates from the written approval issued by the Architectural Committee.
  
- (xvii) In its discretion, the Architectural Committee may, from time to time, apply other criteria for installation of solar energy systems based upon Lot location, harmony of design, visibility to streets and/or neighboring Lots, suitability of materials and contractors, workmanship, and effect on property values. This means requests will be considered on a case-by-case basis.
  
- (xviii) Other Alternative Energy Systems. No other alternative energy systems, including, but not limited to windmills, wind turbines, geothermal systems, and other alternative sources of energy may be installed on any Lot unless approved, in writing, by the Architectural Committee. Such alternative energy systems are subject to the same application process and procedures as set forth herein for solar energy systems and as set forth in Article 6, Section 6.2 of the Declaration. The Architectural Committee may, in its discretion, impose specific guidelines regarding the installation of alternative energy systems, including, but not limited to regulations as to size, type, and location.

Additionally, the Architectural Committee may, in its discretion, refuse to permit installation of alternative energy systems in the Development. In reaching its decision, the Architectural Committee may consider factors such as, but not limited to, Lot location, harmony of design, visibility from streets and neighboring Lots, suitability of materials and contractors, workmanship, effect on property values, and any other aesthetic or subjective standards the Architectural Committee deems appropriate.

- (xix) Enforcement. Any system installed in violation of this Section 6.30 may be removed by the Association or its agents. The Association may enforce against such a violation by any means available at law or in equity, and in the same manner of enforcement as set forth in Article X, Section 10.1 of the Declaration. The Association shall have the right to recover any costs incurred in enforcing against a violation of this Section 6.30, including, but not limited to expenses, court costs, and attorneys' fees.

10. Article X, Section 10.3 of the Declaration is amended to read as follows:

Section 10.3 Amendment. This Declaration and the covenants, conditions and restrictions set forth in this Declaration, as from time to time amended in the manner hereafter set forth, shall run with the land and shall be binding upon the persons owning any portion of the Property and all parties closing under them. This Declaration may be amended or modified at any time by an instrument recorded in the Office of the Recorder of Hamilton County, Indiana, approved and signed by at least ~~seventy-five percent (75%)~~ **fifty-five percent (55%)** of the then Owners. Provided, however, that none of the rights or duties of Declarant reserved or set out hereunder may be amended or changed without Declarant's prior written approval. Except as prohibited below, this Declaration may also be unilaterally amended by Declarant, if it then has any ownership interest in the Property, at any time within four (4) years after the recordation hereof. Notwithstanding anything herein to the contrary, the Declarant may unilaterally record any Supplementary Declaration. Any amendment must be recorded. Neither the Association, the Owners or Declarant shall effect any of the following changes without the prior written approval of two-thirds (2/3) of the Owners of Lots (excluding the Declarant or Builder):

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area owned directly or indirectly by the Association for the benefit of the Owners of the Dwelling Units. The granting of easements for public utilities or other public purposes consistent with the intended use of the Common Area owned by the Association by the Dwelling Unit Owners is not a transfer in the meaning of this clause;

(b) Fail to maintain fire and extended coverage on insurable Common Area owed by the Association on a current replacement cost basis in an amount at least one hundred percent (100%) of the insurable value (based on current replacement costs);

(c) Use hazard insurance proceeds for losses to any Common Area owned by the Association other than the repair, replacement, or reconstruction of the Common Area owned by the Association.

[END OF AMENDMENTS]

---

All other terms and conditions of the Declaration as originally recorded and amended or supplemented 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 or Dwelling Unit shall constitute a ratification of the foregoing amendments, together with the Declaration and any of its other amendments and supplements, 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 or Dwelling Unit 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]

The undersigned officers of Deer Path Homeowners Association, Inc. hereby certify that the approval and affirmative vote of at least seventy-five percent (75%) of the Owners has been obtained in support of the foregoing amendments to the Declaration, as reflected by the signatures attached hereto as Exhibit 1, and further



---

This Instrument Prepared By:

Stephen R. Donham, Esq., THRASHER BUSCHMANN & VOELKEL, P.C.  
8440 Woodfield Crossing Blvd., #310, Indianapolis, IN 46240.

Return Document To:

Stephen R. Donham, Esq., THRASHER BUSCHMANN & VOELKEL, P.C.  
8440 Woodfield Crossing Blvd., #1900, Indianapolis, IN 46240.

# EXHIBIT 1