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**SECOND AMENDMENT TO THE  
DECLARATION OF RESTRICTIONS  
SPRINGMILL CROSSING**

**Cross-Reference:   Inst. No. 8606804, Misc. Book 186, Page 943-955  
                          Inst. No. 8619865, Misc. Book 188, Page 927-929**

## SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS FOR SPRINGMILL CROSSING

This Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Springmill Crossing was executed as of the date set forth below.

### WITNESS THE FOLLOWING:

The Springmill Crossing subdivision ("Sprignmill Crossing") located in Hamilton County, Indiana was established by a certain "Declaration of Restrictions Springmill Crossing" ("Declaration") which was filed April 24, 1986, as **Instrument No. 8606804, Miscellaneous Book 186, Page 943-955** with the Hamilton County Recorder, and subsequently amended by the "Amendment of Declaration of Restrictions for Springmill Crossing which was filed September 12, 1986, as **Instrument No. 8619865, Miscellaneous Book, 188, Page 927-929** with the Hamilton County Recorder; and

Plats filed with the County Recorder established the Lots and Common Areas situated within Springmill Crossing; and

The original developer of Springmill Crossing caused to be incorporated under the laws of the State of Indiana a nonprofit corporation under the name Springmill Crossing Property Owners' Association, Inc. ("Association") to manage the affairs of Springmill Crossing; and

All Lot Owners within Springmill Crossing are members of the Association; and

The Board of Directors of the Association recommended that the Owners approve the following amendment; and

The Declaration provides that it may be amended by approval of the Owners of at least a majority (50%) of the Lots; and

The Owners of more than a majority of the Lots (189/332 Lots) have approved the following amendment, with the written approvals being a part of the Association's permanent records.

**NOW, THEREFORE**, the Declaration is hereby amended as described below:

1. A new Article 22 (including Sections A through L) is hereby added to the end of the Declaration to read as follows:

### **22. LEASING**

A. **General Purposes of Leasing Restrictions.** The members of the Association wish to ensure that the residents within Springmill Crossing (hereafter referred to as the "Community") share the same proprietary interest in and respect of the Lots and the portions of

the Community that the Association maintains, and to encourage residents to not only maintain property values but also to improve them. Thus, the provisions of this Article 22 shall be applicable.

B. **“Rental” and “Lease” Defined.** For the purposes of this Article 22, “**rented**” or “**leased**” (or any variation thereof, singular or plural), as used interchangeably herein, shall mean leased or rented or occupied, whether or not for compensation of any kind, by anyone other than an Owner of the Lot together with members of his or her household or temporary guest. However, the “**Waiting Period**” set forth herein will not apply to any situation where members of the Owner’s family occupy a home (persons related by blood, marriage, adoption, foster care, or guardianship).

C. **Estate Planning, and Business Entity Ownership.** Any home owned by a Trustee or by a Fiduciary shall not be deemed to be a rental provided that the resident is the Trustee, the Fiduciary of an Estate, or a beneficiary of the Trust or Estate. Any home owned by a business or corporate entity (including, but not limited to, a corporation, LLC, partnership, etc.) shall submit a certificate of designated representative to the Association. This certificate will indicate both who is authorized to vote on behalf of the business entity as well as who is authorized to reside in the home. The resident and the designated representative for voting purposes must be the same individual. If they are not the same, the home will be deemed a rental under the terms of this Article 22.

D. **Three Year Waiting Period; Hardship Exceptions and Waiver.** For a period of at least three (3) years after an Owner’s acquisition of a Lot and home, said Owner cannot lease such home (the “**Waiting Period**”). After such time, said home will be eligible to be leased if all other conditions of this Article 22 are satisfied and provided further that the Owner is not delinquent in the payment of any assessments or other charges to the Association. The Owner may request the Board of Directors to waive the Waiting Period and approve a proposed lease if the Owner establishes to the Board’s satisfaction that the Waiting Period will cause undue hardship. If a majority of the entire Board of Directors approves in writing of the Owner’s hardship request, the Board of Directors shall permit the Owner to rent or lease said home, subject to any further conditions or limitations imposed by the Board in the Board’s discretion, so long as the Owner satisfies all other requirements of this Article 22. Such decision shall be at the sole discretion of the Board. The Board will decide the duration of a given hardship exception and will not generally be longer than one (1) year unless there are extenuating circumstances as determined by the Board. An “**Undue Hardship**” is specifically defined as:

- i. Temporary relocation of the residence of an Owner to a point outside of a fifty (50) mile radius of the perimeter of the Community made necessary due to a change of employment of at least one (1) of such Owners, which must be documented by written confirmation from the Owner’s employer; or
- ii. Necessary relocation of the residence of an Owner due to mental or physical infirmity or disability of at least one (1) of such Owners; or
- iii. death, dissolution or liquidation of an owner; or
- iv. a call into active duty of a branch of the US armed forces.

If an Owner desires to request an exception based upon hardship circumstances, the Owner must submit a written request describing the nature of the alleged hardship with reasonable particularity and need to rent. The Board may approve or deny such requests as it deems appropriate, and such decisions shall be final and binding.

E. **General Lease Conditions.**

i. All leases, including renewals, shall be in writing, and no lease shall be entered into for an initial term of less than one (1) year without the prior written approval of the Board.

ii. No portion of any Lot or home other than the entire Lot or home shall be leased for any period. No subleasing shall be permitted.

iii. A copy of each executed lease by an Owner which identifies the tenant shall be provided to the Board of Directors or the Managing Agent by the Owner within thirty (30) days after execution. However, the rental amount may be deleted as well as any personal identifying information such as social security numbers.

iv. All leases shall be made expressly subject and subordinate in all respects to the terms of this Declaration, the By-Laws, and any rules and regulations promulgated by the Board, as amended, (collectively referred to as the "Governing Documents") to the same extent as if the tenant were an Owner and a member of the Association; and shall provide for direct action by the Association and/or any Owner against the tenant with or without joinder of the Owner of such Lot. If such provision is not in the lease, it will be deemed to be in such lease.

v. The Owner must supply copies of such Governing Documents to the tenants prior to the effective date of the lease.

vi. All leases shall provide for direct action by the Association and/or any Owner against the tenant with or without joinder of the Owner of such home. If such provision is not in the lease, it will be deemed to be in such lease.

vii. The Owner cannot be delinquent in the payment of any assessments or other charges to the Association. If at any time an Owner becomes delinquent, the Board shall have the right to revoke said Owner's right to lease the Owner's home, even if during the term of a lease.

viii. All occupancy must comply with local ordinance as amended from time to time.

ix. In addition, the Board shall have power to promulgate such additional rules and regulations as, in its discretion, may be necessary or appropriate concerning leasing.

F. **Owner is Still Liable.** No lease shall provide, or be interpreted or construed to provide, for a release of the Owner from his or her responsibility to the Association for compliance with the provisions of the Governing Documents, or from the Owner's liability to the Association for payments of assessments or any other charges.

G. **Violations.** Any lease or attempted lease of a Lot or any portion thereof in violation of the provisions of this Article 22 is voidable at the election of the Board, except that neither party to such lease may assert this provision of this Article 22 to avoid its obligations thereunder. In the event of a violation of this Article 22, the Association, or any Owner, shall have the right to exercise any available remedies at law or equity, including commencement of an action for injunctive relief to have the occupants removed from the home or Lot. If the Association takes action to enforce this Article 22, the Association shall have the right to recover all costs incurred in connection with its enforcement efforts, including attorneys' fees.

H. **Burden of Proof.** Anything to the contrary herein notwithstanding, if at any time a Lot is not occupied by one of the Owners thereof, there shall be a presumption that the Lot is being leased and subject to the provisions of this Article 22 and the Owner shall have the burden of proving to the satisfaction of the Board that the occupancy is not in violation of the terms of this Article 22, including but not limited to the delivery to the Board of a written statement of the nature and circumstances of the occupancy and any written document or memorandum that is the legal basis for the occupancy. For purposes of this Article 22 and this Section (H), any occupancy (including occupancy pursuant to a rent-to-own contract, land contract, any option to purchase, or similar agreement) by anyone other than an Owner shall be deemed a rental.

I. **Short-Term Rentals.** Owners shall not lease, rent, advertise for rent or lease, or otherwise operate their Lot or home or any portion thereof on a hotel, transient or short-term rental basis. For the purpose of Article 22, "short-term rental" is defined as any term of less than one (1) year. This short-term rental prohibition includes, but is not limited to, the use of a short-term rental platform through which unaffiliated parties offer to rent a Lot or home or portion thereof to an occupant and collect consideration for the rental from the occupant. (For example, VRBO, Airbnb, or Swimply.)

J. **Effective Date of Waiting Period.** Within thirty (30) days after the date on which this Article 22 is filed with the County Recorder (the "Recording Date"), the Board of Directors or Managing Agent shall provide written notice to all Owners setting forth the Recording Date. The three-year waiting period shall not apply to the Owner of any Lot in Springmill Crossing which, as of the Recording Date, is rented or leased by its Owner to a non-Owner occupant, so long as the Owner-landlord mails or otherwise delivers to the Association (at the address shown in the notice of the Recording Date), within sixty (60) days after the Recording Date, a copy of each executed lease of such Owner-landlord's Lot (or Lots) which is in effect as of the Recording Date. Those Owners will be referred to as "Grandfathered Landlords". Such lease copies may have the rental amount deleted and any personal identifying information such as social security numbers. The Grandfathered Landlords shall not be subject to the Waiting Period but shall be subject to the remaining provisions of this Article 22. However, when a Grandfathered Landlord sells, transfers or conveys such Lot(s) to another Owner after the Recording Date, such Lot(s) shall immediately become subject to the Waiting Period. The failure of any Grandfathered Landlord to deliver a copy of such pre-Recording Date lease within said sixty (60) day period shall result in the Grandfathered Landlord's Lot being subject to the Waiting Period (from and after the date of expiration of such pre-Recording Date lease). However, in no event shall the Waiting Period apply to any lease executed prior to the Recording

Date or to any renewals thereof provided for in any such leases, so long as the Lot continues to be occupied by one or more of the non-Owner occupants in possession of the Lot as of the Recording Date.

K. **Institutional Mortgagees**. The provisions of this Article 22 shall not apply to any institutional mortgagee (like a bank or mortgage company) of any Lot which comes into possession of a Lot. However, when a Lot is sold or conveyed by such an institutional mortgagee to a subsequent purchaser, that subsequent purchaser or Owner shall be bound by the provisions of this Article 22.

L. **Acceptance and Ratification**. The acceptance of a deed of conveyance or the act of occupancy of any Lot or home in Springmill Crossing shall constitute a ratification of this Article 22 together with all other provisions of the Governing Documents, all as the same may be amended, 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 a home within Springmill Crossing as though such provisions were recited and stipulated a length in each and every deed, conveyance, mortgage, or lease.

2. Except for the above, all other provisions of the Declaration shall remain unchanged.


3. The foregoing amendment shall run with the land and shall be binding upon all Owners and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to such restrictions, and shall inure to the benefit of all successors in title to any real estate in Springmill Crossing.

4. The undersigned officers of the Association hereby represent and certify that all requirements for and conditions precedent to this Second Amendment to the Declaration have been fulfilled and satisfied.

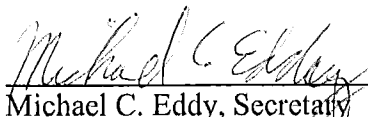
[signature page follows]

Date: December 17, 2024

by: Springmill Crossing Property Owners' Association, Inc.,

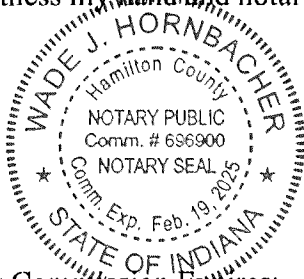
  
Shane Kelly, President

Attest:

  
Michael C. Eddy, Secretary

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF Hamilton        )

Before me, a notary public, in and for said County and State, personally appeared Shane Kelly and Michael C. Eddy, the President and Secretary, respectively, of Springmill Crossing Property Owners' Association, Inc., an Indiana nonprofit corporation, who acknowledged execution of the within and foregoing for and on behalf of said corporation and its members and who, being duly sworn, stated that the certifications and representations made therein are true. Witness my hand and notarial seal this 17<sup>th</sup> day of December, 2024.



  
Notary Public Signature

Wade J. Hornbacher  
Printed

My Commission Expires:

Residence County: Hamilton

February 19, 2025

"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." /s/ Kimberly M. Sutter, Esq.

This instrument prepared by Kimberly M. Sutter, EADS MURRAY & PUGH, P.C., Attorneys at Law, 9515 E. 59<sup>th</sup> Street, Suite B, Indianapolis, IN 46216. (317) 536-2565.