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AMENDED AND RESTATED DECLARATION

SPRINGMILL LAKES AT TAMARACK HORIZONTAL PROPERTY REGIME

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AMENDED AND RESTATED DECLARATION OF
SPRINGMILL LAKES AT TAMARACK HORIZONTAL PROPERTY REGIME

THIS AMENDED AND RESTATED DECLARATION OF SPRINGMILL LAKES AT TAMARACK HORIZONTAL PROPERTY REGIME (“Declaration”), made this 6th day of March, 2020.

WITNESSETH:

WHEREAS, The Springmill Lakes at Tamarack Horizontal Property Regime was established by the recording of a certain Declaration of Springmill Lakes at Tamarack Horizontal Property Regime recorded in the Office of the Marion County Recorder on January 18, 1985 as Instrument No. 850004674, which Declaration has been subsequently amended on numerous occasions by amendments thereto recorded in the office of the Marion County Recorder (collectively hereinafter referred to as the “Declaration”); and,

WHEREAS, Section 24 of the Declaration provides that the Owners may amend the provisions of the Declaration; and,

WHEREAS, the Owners have approved, by a vote in excess of the percentage vote required in Section 24 of the Declaration, a number of amendments to the Declaration and desire to amend and restate the Declaration to reflect those amendments;

NOW, THEREFORE, the Owners hereby make this Amended and Restated Declaration, including the Amended and Restated By-Laws attached an Exhibit “D” hereto, and declare that the Real Estate (described in Exhibit “A” hereto) shall be a “Horizontal Property Regime” as provided in the Act and that said Horizontal Property Regime shall include all or part of the Adjacent Real Estate (described in Exhibit “B” hereto), as the same was annexed from time to time, subject to and in accordance with the following terms and conditions:

Section 1. Definitions. The following terms whenever used in this Declaration shall have the following assigned meanings:

- (a) “Act” means the Indiana Condominium Law (Ind. Code 32-25-1-1- et seq), as amended.
- (b) “Additional Sections” means the portions of the Adjacent Real Estate which were from time to time annexed to and included within “the Regime” as provided in Section 15.

- (c) “Amendment” means any amendment to this Declaration by which all or any portion of the Adjacent Real Estate was added to the Regime.
- (d) “Association” means the incorporated association of Co-owners of the Regime, more particularly described in Section 8.
- (e) “Board of Directors” means the governing body of the Association elected by the Co-Owners in accordance with the By-Laws and shall be synonymous with the term “Board of Directors” as used in the Act.
- (f) “Building” shall mean a single structure which contains more than one Dwelling Unit.
- (g) “By-Laws” means the Code of Amended and Restated By-Laws of Springmill Lakes at Tamarack Co-Owners Association, Inc., an Indiana not-for-profit corporation, providing for the administration and management of the Association, a true copy of which is attached to this Declaration as Exhibit D and incorporated herein by reference.
- (h) “Common Areas” means the General Common Areas as defined in Section 4 of this Declaration and the Limited Areas as defined by Section 5 of this Declaration.
- (i) “Common Expenses” means expenses of administration of the Association, expenses for the upkeep, maintenance, repair and replacement of the Common Areas and all other costs and expenses incurred by the Association for the benefit of the common Areas or for the common benefit of all Owners; provided, however, that Common Expenses shall not include any costs of initial construction of any Building or other property improvements on any portion of the Tract, nor any costs or repairs covered by any warranty of Declarant as builder of the Buildings and other property within the Regime, nor to any other activities on any portion of the Adjacent Real Estate prior to its addition to the Regime, including but not limited to road damage and debris caused by construction traffic, linkage to any utility lines or mains within the Regime, and damage to or deterioration of grass, trees, fences, or other Property due to construction or the state of areas under development.
- (j) “Contiguous Real Estate” means that real estate included within and known as Tamarack I Horizontal Property Regime (commonly referred to as Tamarack 17), pursuant to a declaration recorded December 16, 1980 as Instrument No. 80-81182, as amended by a first amendment recorded September 9, 1982 as Instrument No. 82-49501, and as further amended by an amendment recorded July 9, 1984 as Instrument No. 84-42728, all in the Office of the Recorder of Marion County, Indiana.
- (k) “Co-Owners” means all of the Owners of all the Dwelling Units in the Regime.

- (l) “Declarant” means Plan-Tec, Inc., and any successor or assignee of its interest in all or any part of the Tract or in this Declaration under an instrument or instruments which expressly state that the successor or assignee thereunder shall become the Declarant for purposes of this Declaration.
- (m) “Dwelling Unit” means any individual residential unit within the Regime which is to be transferred to an Owner for exclusive occupancy by said Owner or its successors or assigns, each individual unit being more particularly described and identified on the Plans and in Sections 2 and 3 of this Declaration.
- (n) “Formula” means the method set forth in Section 6 of this Declaration for computing the Percentage interest applicable to each Dwelling Unit.
- (o) “General Common Areas” means those Common Areas the use and enjoyment of which is not limited to certain Dwelling Units, as further described and defined in Section 4 of this Declaration.
- (p) “Limited Areas” means those Common Areas, the use and enjoyment of which is limited to a certain Dwelling Unit or Units, as defined in Section 5 of this Declaration.
- (q) “Managing Agent” means any person or entity to which the management responsibilities of the Association are delegated.
- (r) “Mortgagee” means the holder, insurer, or guarantor of any mortgage on any Dwelling Unit.
- (s) “Owner” means a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, which owns the fee simple title of record to a Dwelling Unit. Persons or entities owning a single Dwelling Unit as tenants in common, joint tenants, tenants by the entirety, or any form of jointly or divided ownership, shall be deemed one Owner for purposes of this Declaration.
- (t) “Percentage Interest” means the percentage of undivided interest in the fee simple title to the Common Areas and Limited Areas appertaining to each Dwelling unit, as determined in accordance with Section 6 of this Declaration.
- (u) “Percentage Vote” means that percentage of the total vote accruing to all of the Dwelling Units which is applicable to each particular Dwelling Unit and exercisable by the Owner thereof, as described in Section 7 of this Declaration and in the By-Laws.
- (v) “Plans” means the floor and building plans of the Buildings and Dwelling Units on the Real Estate and the site plan, survey and elevation plan of the Real Estate and Buildings, duly certified by a registered architect or licensed professional

engineer, and any such floor and building plans, site plans, surveys, and elevation plans which shall be prepared, verified and filed with any Amendments and which pertain to portions of the Adjacent Real Estate annexed to and made a part of “the Regime” by such Amendments.

- (w) “Property” means the Real Estate and appurtenant easements, the Dwelling Units, the Buildings, and all other improvements of every kind and nature whatsoever, now or hereafter located upon the Real Estate or upon any Additional Sections after annexation to the Regime, and used in connection with the operation, use and enjoyment of the Regime.
- (x) “Regime” means the Horizontal Property Regime created by this Declaration, including any subsequent Amendments thereto.
- (y) “Tract” shall mean the Real Estate and Adjacent Real Estate.

Section 2. Description of Dwelling Units. The Real Estate contains one hundred and six (106) Dwelling Units. The legal description for each Dwelling Unit shall consist of the numerical designation of the particular Dwelling Unit and reference to this Declaration and any relevant Amendments then of record. Each Dwelling Unit shall consist of all space within the boundaries thereof (as hereinafter described) and all fixtures, facilities, utilities, equipment, appliances, and structural components within said boundaries which are designed or intended to be solely and exclusively for the enjoyment, use and benefit of the Dwelling Unit. Not included in any Dwelling Unit are those fixtures, facilities, utilities, equipment, appliances, and structural components designed or intended for the use, benefit, support, safety or enjoyment of more than one Dwelling Unit, or which may be necessary for the same, or which are specifically defined or described herein as General Common Areas or Limited Areas, or which are normally intended for common use; provided, however, that all fixtures, equipment and appliances designed or intended for the exclusive enjoyment, use and benefit of a Dwelling Unit shall constitute a part of such Dwelling Unit, even if the same are located wholly or partly outside the boundaries of such Dwelling Unit.

Section 3. Boundaries. The boundaries of each Dwelling Unit shall be as shown on the Plans. The vertical boundaries shall run from the interior, unfinished surfaces of the lower most floors to the interior, unfinished surfaces of the uppermost ceilings, and the horizontal boundaries shall be the interior, unfinished drywall surfaces of the common walls and exterior walls and the unfinished interior surfaces of the doors and windows of each Dwelling Unit, except that all glass, screens, and air conditioning units shall be deemed a part of the Dwelling Unit. In the event that any horizontal or vertical boundary line as shown on the Plans does not coincide with the actual location of the respective wall, floor or roof of the Dwelling Unit because of inexactness of construction, settling after construction, or for any other reasons, the boundary lines of each Dwelling Unit shall be deemed to be and treated for purposes of occupancy, possession, maintenance, decoration, use and enjoyment, as in accordance with the actual existing construction. In such case, permanent easements for exclusive use shall exist in favor of the Owner of each Dwelling Unit in and to such space lying outside of the boundary lines of the Dwelling Unit as indicated on the Plans, but within the walls, floors, and ceilings of the Dwelling Unit as the same may actually exist.

Section 4. General Common Areas. General Common Areas shall include the following, except to the extent otherwise specifically designated in Section 2, 3, or 5 as being within a Dwelling Unit or as Limited Areas:

- (a) The yards, open spaces, boundary fences, woodland areas; and gardens and landscaping planted by the Declarant or Springmill Lakes at Tamarack Co-Owners Association;
- (b) Common walkways, streets, common driveways, and open parking lots;
- (c) Exterior lighting fixtures and electrical service, except where separately metered to a particular Dwelling Unit;
- (d) Electrical, gas, water, sanitary sewer, telephone, and cable television lines, mains, pipes, ducts, conduits, wiring and insulation;
- (e) Interiors of all structural walls and floors, including all exterior walls and attic spaces, and walls between horizontally adjacent Dwelling Units;
- (f) Foundations, roofs, exterior wall surfaces of Buildings, and all other structural elements and components of the Buildings;
- (g) All other structures, areas, and facilities not expressly defined as Limited Areas in Section 5 or expressly included within the Dwelling Units by Sections 2 or 3 of this Declaration.

Section 5. Limited Areas. Limited Areas shall consist of the following:

- (a) Entranceways. The entranceways and courtyards through which access to a Dwelling Unit is obtained are limited to the use of the Dwelling Unit or Dwelling Units served by such entranceway.
- (b) Patios and Balconies. The patios, balconies and decorative walls and fences are limited to the use of the Dwelling Unit or Dwelling Units to which they are appurtenant. The Limited Areas in Section 5(b) will be maintained and replaced if necessary by the Dwelling Unit Owner or Owners to which they are appurtenant.
- (c) Driveways and Parking Areas. The driveways, walkways, and similar areas used for access to particular individual Dwelling Units are limited to the use of the Dwelling Units so served. Each Dwelling Unit shall have the exclusive right to use the parking area located in that driveway area immediately adjacent to that Dwelling Unit, as shown on the Plans.

Section 6. Ownership of Common Area and Percentage Interest. In connection with and as an inseparable part of the ownership of each Dwelling Unit, each Owner thereof shall have an undivided interest in the Common Areas as tenant in common with all other Owners, such interest to be equal to the Percentage interest applicable to the Dwelling Unit. The

Percentage Interest in the Common Areas applicable to each Dwelling Unit shall be one - one hundred sixth. (1/106). In any calculation or determination of the Percentage interest, the figure obtained shall be rounded to the nearest one-thousandth of a percent and shall be so presented for all purposes of conveyance and for all purposes of this Declaration.

Section 7. Membership in Association and Percentage Vote. In connection with and as an inseparable part of the ownership of each Dwelling Unit, each Owner shall be a member of the Association and shall have a Percentage Vote which the Owner shall be entitled to cast at each meeting of the Association on each matter on which the Co-owners may vote, under the terms of this Declaration, the Articles of Incorporation of the Association, or the By-Laws. The Percentage Vote allocable to each Dwelling Unit for all matters upon which the Co-Owners are entitled to vote shall equal to the Percentage Interest appertaining to each Dwelling Unit as determined by Section 6 taking into account any adjustments as a result of any Amendments. Unless otherwise stated in the Act, the By-Laws, or this Declaration, matters to be undertaken or performed by the Association shall be so undertaken or performed only upon the approval thereof by a majority of the Percentage Vote represented at the meeting of the Association at which such matter is considered (provided a quorum is present). To determine whether a majority or any specific percentage of the vote required by this Declaration has approved any matter, the number of Owners whose votes have been cast in favor of such matter shall be tallied. For purposes of this Declaration and the Act, a majority of the Percentage Vote or of the Co-Owners shall not exist unless such sum, when divided by the total number of Dwelling Units then in the Regime, exceeds fifty percent (50%); a two-thirds (2/3) majority of the Percentage Vote or of the Co-Owners shall not exist unless such sum, when divided by the total number of Dwelling Units then in the Regime, exceeds the decimal equivalent of two-thirds (2/3); and a majority of the Percentage Vote represented at such meeting shall not exist unless such sum, when divided by the number of Owners present or represented at such meeting, exceeds fifty percent (50%).

Section 8. Association of Owners. In order to provide for the maintenance, repair, replacement, administration and operation of the Property and in compliance with the provisions of the Act, an association of the Co-Owners of the Dwelling Units in the Regime has been created, to be known as "Springmill Lakes At Tamarack Co-Owner's Association, Inc." (herein referred to as the "Association"). Each Owner shall be a member of the Association, but membership shall terminate when such person ceases to be an Owner, and such membership shall automatically transfer to the new Owner along with the transfer of the Dwelling Unit, whether or not such transfer is stated in the conveyancing instrument.

The Association shall elect a Board of Directors annually in accordance with and as prescribed by the By-Laws and may take any other actions with respect to control of the Regime provided for by this Declaration, the By-Laws, or the Act. The Board of Directors shall be the governing body of the Association, representing all of the Co-Owners in providing for the management, maintenance, repair, replacement and upkeep of the Property.

Section 9. Encroachments and Easements for Common Areas. If, by reason of the location, construction, settling, or shifting of a Dwelling Unit, a Common Area now encroaches or shall hereafter encroach upon any Dwelling Unit, then in such event an easement shall be deemed to exist and run to the Co-Owners and the Association for maintenance, use and

enjoyment of such Common Area. Each Owner shall have an easement in common with each other Owner to use all General Common Areas, wherever located.

Section 10. Easement for Utilities and Public and Quasi-Public Vehicles. All public and quasi-public vehicles, including, but not limited to police, fire, ambulance, and other emergency vehicles, trash and garbage collection, post office vehicles and privately owned delivery vehicles, shall have the right to enter upon the General Common Areas in the performance of their duties. The Association shall have the right to grant such other easements, licenses, and rights-of-way as may be necessary for the proper operation and maintenance of the Regime.

Section 11. Easements. (Intentionally Omitted)

Section 12. Restrictions on Use. The following restrictions apply to the use and enjoyment of the Dwelling Units, General Common Areas, Limited Areas, and other Property:

- (a) All Dwelling Units shall be used exclusively for residential purposes and occupancy for a single family. No lease shall demise any Dwelling Unit for any term. The Board of Directors may, in its discretion and upon such conditions as it deems appropriate, grant an exception to the lease prohibition, for not more than one (1) year at a time, to an Owner if the Board determines that the Owner is actively and in good faith trying to sell or otherwise dispose of his Dwelling Unit or if the Board, by majority vote of the entire Board, determines that the Owner has a Significant Hardship. For purposes of this subparagraph, examples of a Significant Hardship may include:
 - (1) death of an Owner;
 - (2) divorce of an Owner;
 - (3) temporary, necessary relocation of the residence of an Owner to a point outside of a fifty (50) mile radius of the perimeter of the Real Estate due to a change of employment or retirement; or
 - (4) temporary, necessary relocation of the residence of an Owner due to mental or physical infirmity or disability of at least one (1) of the Own
- (b) No additional buildings shall be erected other than the Buildings designated in the Declaration and shown on the Plans.
- (c) Nothing shall be done or kept in any Dwelling Unit or in the Common Areas which will cause an increase in the rate of insurance on any Building or the contents thereof. No Owner shall permit anything to be done or kept in his Dwelling Unit or in the Common Areas which will result in a cancellation of insurance on any Building or contents thereof, or which would be in violation of any law or ordinance.
- (d) No waste shall be committed in the Dwelling Units, General Common Areas or Limited Areas.
- (e) No Owner shall cause or permit anything to be hung or displayed on the outside of the windows or placed on the outside walls of a Building or on or upon any balcony or patio, and no sign, awning, canopy, shutter, radio or television antenna, or other attachment

shall be affixed to or placed upon the exterior walls or roof or any other part of the Building, without the prior written consent of the Board of Directors.

- (f) No animals of any kind shall be raised, bred, or kept in any Dwelling Unit or in the Common Areas, except that small pet dogs, cats, or customary household pets may be kept in a Dwelling Unit, provided that such pet is not kept, bred, or maintained for any commercial purpose, and does not create a nuisance. Pets shall be permitted outdoors only under leash and accompanied by an Owner or other person, except where the Owner has installed invisible fencing, as a containment area, with approval from the Board of Directors. An Owner shall be fully liable for any injury or damage to any person or to the Common Areas caused by his pet and shall be responsible for immediately removing from such areas his pet's waste materials. The Board of Directors may adopt such other rules and regulations regarding pets as it may deem appropriate, and in the event that in the judgment of the Board of Directors, any pet is causing or creating a nuisance or unreasonable disturbance or noise, such pet shall be permanently removed from the Property upon written notice of such determination by the Board of Directors.
- (g) Nothing shall be done or permitted in any Dwelling Unit which will impair the structural integrity of any Building or which would structurally change any Building, except as otherwise provided in the Declaration or these By-Laws; nor shall any Dwelling Unit be used in any unlawful manner or in any manner to cause injury to the reputation of the Regime or to be a nuisance, annoyance, inconvenience, or damage to other owners or tenants of the Building or neighboring Buildings, including, without limiting the generality of the foregoing, noise by use of any musical instruments, radio, T-V, loud speakers, electrical equipment, amplifiers, or other equipment or machines. Changes in the exterior structure of a Dwelling Unit, such as a sunroom or screened porch, shall be subject to the approval of the Board and will be documented as required by the Board of Directors with the Office of the Recorder of Marion County to ensure that this addition is the Owner and future Owners' responsibility to maintain.
- (h) No clothes, sheets, blankets, rugs, laundry, or other similar objects or materials shall be hung out or exposed on any part of the Common Areas. The Common Areas shall be kept free and clear of rubbish, debris, and other unsightly material by the Owners, except as to specific areas designed for temporary storage thereof.
- (i) No industry, trade, or other commercial or religious activity, educational or otherwise, whether designed for profit, altruism or otherwise, shall be conducted, practiced, or permitted on the Property.
- (j) No "For Sale" signs, nor any window or other advertising display of any kind shall be maintained or permitted on any part of the Property, without the prior consent of the Board of Directors.
- (k) All Owners and members of their families, their guests, or invitees, all lawful occupants of any Dwelling Unit and all other persons entitled to use the same and to use and enjoy the Common Areas of any part thereof, shall observe and be governed by such rules and

regulations as may from time to time be issued in writing by the Board of Directors governing the operation, use, and enjoyment of the Common Areas.

- (l) No boats, campers, trailers of any kind, buses, mobile homes, trucks, motorcycles, mini-bikes, or any other unconventional vehicles of any description, shall be permitted, parked, or stored anywhere within the Property, except that any such vehicles may be parked or stored completely enclosed within a garage, or except as may be authorized in writing by the Board of Directors. Garage doors shall be kept closed except when entering or existing the garage. The parking of any type or kind of vehicle upon the streets, other than temporary parking by guests and invitees of any Owner, is prohibited. Appurtenant to each Dwelling Unit is the right to use the parking area located in the driveway area immediately adjacent to that Dwelling Unit, as shown on the Plans. The number of vehicles which may be parked in such area by any Owner shall not exceed the number of automobiles for which such Owner's garage space is designated. No Owners shall park any vehicle on a recurrent or permanent basis in any location other than in his garage or his designated parking area.
- (m) No Owner shall be allowed to plant trees, landscape, or to do any gardening in any of the Common Areas, except with the written consent of the Board of Directors.
- (n) All trash or refuse shall be stored in appropriate containers inside the Dwelling Unit (including garage) or designated trash areas and shall be made accessible for the regular trash collection system established by the Board of Directors.
- (o) No Owner shall install or maintain any interior or exterior window décor visible from outside the Dwelling Unit, other than interior draperies having a white or pastel back lining, blinds or slatted shutters without the prior consent of the Board of Directors. All garage window coverings must be white.
- (p) All Dwelling Units must be connected to a Board of Director's approved fire protection service.

Section 13. Maintenance, Decoration, Repairs and Replacements.

A. Common Areas. The Association will be responsible for the maintenance, repair, decoration, restoration, and replacement of the Common Areas except as specifically provided herein. Maintenance, decoration repairs, and replacements of the Common Areas shall be furnished by the Association and the cost thereof shall be part of the Common Expenses. The Board of Directors has the right to adopt such rules and regulations concerning the maintenance, repairs, use and enjoyment of the Common Areas as it deems appropriate, including the appointment of committees to oversee the same. The Board of Directors shall have the exclusive right to determine the outside décor of each Dwelling Unit, including without limitation the color and type of paint and all décor appurtenant to the exterior of each individual Dwelling Unit.

B. Dwelling Units. Each Owner shall control and have the right to determine the interior décor of his Dwelling Unit, but this shall not include the right to make structural changes to the Dwelling Unit, nor the right to use interior décor which in the discretion of the Board of

Directors adversely affects the external appearance of the Dwelling Unit, as more particularly set forth in Section 13 of this Declaration. No act or omission which constitutes waste shall be committed or suffered in or upon any Dwelling Unit, the General Common Areas, or Limited Areas. Each Owner shall maintain and repair at his sole cost and expense all fixtures, appliances, equipment, and other improvements constituting a part of his Dwelling Unit under Sections 2 and 3 hereinabove, and each Owner shall promptly repair any condition or defect existing or occurring in his Dwelling Unit which, if not repaired, might adversely affect any Dwelling Unit, General Common Area or Limited Area. Each owner shall also maintain and repair at his sole cost the area constituting the interior space of the attic and crawlspace directly above and below the Owner's Unit, including all equipment located therein which solely serves the Owner's Unit. Beginning January 1, 2021, the Owners responsibility for maintenance shall include the maintenance and replacement of windows and casings. The Board of Directors and the Managing Agent shall have the right at reasonable times and upon reasonable prior notice (except in cases of emergency in which case no notice shall be required) to enter into the Dwelling Units and the Common Areas appurtenant to each Dwelling Unit to replace, repair, and maintain such Common Areas. In the event that any Owner fails or is unable to maintain or repair any condition or defect for which he is responsible and such condition or defect causes or threatens to cause immediate and substantial harm to any person or to any property outside his Dwelling Unit, the Board of Directors and the Managing Agent shall each have the right to enter such Owner's Dwelling Unit to remedy or repair such condition or defect, and any costs or expenses incurred in connection therewith shall be payable by such Owner upon demand by the Board of Directors or the Managing Agent. Nothing herein contained shall be construed to represent a contractual liability to the Owners on the part of the Declarant, the Association, or the Board of Directors for maintenance, repair, or replacement of any General Common Areas or Limited Areas, and the liability of the Association, the Board of Directors, and the Managing Agent in this regard shall be limited to damages resulting from gross negligence, recklessness, or intentional misconduct, unless otherwise provided in the management contract in the case of the Managing Agent.

Section 14. Alterations, Additions, and Improvements. No Owner shall make any alterations, additions, or improvements to the Common Areas without the prior written approval of the Board of Directors, nor shall any Owner make any alterations to his respective Dwelling Unit which would impair the safety thereof, or which would substantially alter or adversely affect any structural portion of any Dwelling Unit or impair any easement or hereditament, without the unanimous consent of the Co-Owners. Any alterations, additions, or improvements made by any Owner wholly or in part outside his respective Dwelling Unit with the consent of the Board of Directors shall remain the property of that Owner and shall be owned, maintained, and insured by that Owner as part of his Dwelling Unit and deemed a part thereof for purposes of this Declaration. Upon the sale of his Dwelling Unit, such alterations, additions, or improvements shall be transferred along with such Dwelling Unit, and the purchaser shall be deemed to assume the prior Owner's maintenance and insurance obligations. If, in the reasonable discretion of the Board of Directors, such alteration, addition, or improvement is not being properly maintained, the Board of Directors may cause the same to be removed if such condition is not corrected by such Owner within ten (10) days after notice of such determination by the Board of Directors, and such Owner shall be liable for all costs incurred in connection with such removal, including attorneys' fees.

Section 15. Expansion. (Intentionally Omitted.)

Section 16. Assessments.

A. **Liability for Assessments.** Each Dwelling Unit and the Percentage Interest appurtenant thereto shall be subject to the Regular Assessments and Special Assessments for Common Expenses as provided in this Section 16, and all such Assessments shall constitute liens upon each Dwelling Unit and appurtenant Percentage Interest as of the date of determination of each such Assessment by the Association. The date(s) on which Assessments are due and payable shall be as determined by the Board of Directors. In addition, each Owner shall be personally liable for the amounts of any and all Assessments which become due and payable during the period in which such Owner holds fee simple title to a Dwelling Unit. No Owner shall be personally liable for any Assessments which first became due and payable prior to the time such Owner took title to a Dwelling Unit unless he expressly assumes such liability, except as may otherwise be required by the Act. However, a conveyance by an Owner of his Dwelling Unit shall not operate to release or limit the liability of an Owner for Assessments becoming due and payable while such Owner holds fee simple title to a Dwelling Unit. The lien of any Assessment shall be subordinate to any first mortgage on any Dwelling Unit which was recorded before the time when said Assessment first became delinquent.

B. **Collection of Assessments.** Each Assessment shall be due and payable within fifteen (15) days of the due date determined by the Board of Directors, and the date marking the end of the applicable time period allowed herein for the payment of such Assessment is hereby termed the "Delinquency Date". Any assessment which is not paid in full by the Delinquency Date shall be deemed delinquent without further notice or demand to the defaulting Owner and the Board may impose late fees on those delinquent assessments. In the event that any costs or expenses, including attorney's fees, are incurred by or on behalf of the Association with respect to the recovery or collection of any delinquent Assessment, all such costs and fees shall be due and payable immediately by such delinquent Owner. All late fees and all costs and expenses payable hereunder with respect to a delinquent Assessment shall be determined by and added to and deemed a part of such delinquent Assessment and shall constitute a lien on the delinquent Owner's Dwelling Unit and Percentage Interest as of the date on which such delinquent Assessment first became a lien. In the event that any Assessment is not fully paid on or before the Delinquency Date, the Association shall be entitled to accelerate and declare due and payable in full all installments of Assessments due for the year in which such delinquency occurs, and to enforce payment of the same by foreclosure of said lien and/or other appropriate legal proceedings in accordance with the laws of the State of Indiana. Any such lien against a Dwelling Unit and its Percentage Interest shall be subordinate to any first Mortgage covering such Dwelling Unit and its Percentage Interest if and to the extent such Mortgage was recorded prior to the due date of the delinquent Assessments.

Section 17. Insurance.

A. The Association shall obtain fire and extended coverage insurance insuring all Dwelling Units in the Regime including everything as installed in the original construction of such Unit, from the drywall out of each Unit, including permanently installed fixtures such as floor coverings, light fixtures, appliances, cabinets, wall coverings, walls, and air conditioners,

and including also all common and limited ground areas in the Regime, all in an amount above the policy deductible equal to the full replacement cost thereof from time to time, as determined by a qualified appraiser, but excluding detached improvements appurtenant to a Unit (e.g. hot tubs, compressors), fences other than boundary fences, landscaping and items designated as the Owner's responsibility as Section 17(C) of this Declaration. Such insurance shall be in the form of a master casualty policy for the entire Regime, shall contain a "Replacement Cost Endorsement," and shall provide that notwithstanding any provision thereof giving the insurer an election to restore damage in lieu of a cash settlement, such option shall not be exercisable in the event the Owners do not elect to restore pursuant to Section 19. Such insurance shall include, when they are applicable or can be obtained, agreed amount, inflation guard, demolition cost, steam boiler and machinery, contingent liability from operation of building laws, and increased cost of construction endorsements. In addition, such insurance shall include items typically covered by a special condominium endorsement, including that any insurance trust agreement will be recognized that insurance will not be prejudiced by any acts or omissions of individual Owners that are not under the control of the association, and that the insurance will be primary, even if an Owner has other insurance that covers the same loss. Such insurance shall also require the insurer to notify the association and each Owner's Mortgagee at least ten (10) days before it cancels or substantially modifies such coverage. Such insurance coverage shall be in the name of the Association for the use and benefit of each Owner. For each Dwelling Unit mortgaged, such policy shall contain a Standard Mortgage Clause and shall name each Owner's Mortgagee and its successors and assigns. The amount of coverage shall be increased from time to time to cover all additions to the Regime. The proceeds from any loss shall be payable to the Association, who shall hold and apply such proceeds as trustee for the individual Owners and Mortgagees, as their respective interests shall appear. The proceeds shall be used or disbursed only in accordance with the provisions of this Section 17 and of Section 19 of this Declaration, as applicable, and any surety bond or bonds obtained by the Board of Directors covering the officers of the Regime as provided in subsection D of this Section shall specifically include protection for any insurance proceeds so received. Such coverage shall not include a deductible clause in excess of Five Hundred Dollars (\$500.00) per occurrence.

B. The Association also shall obtain comprehensive public liability insurance together with Workmen's Compensation Insurance (if required by statute), employer's liability insurance, and such other liability insurance with such coverage and limits as the Board of Directors deems appropriate; provided, however, that public liability insurance shall have liability limits of not less than Three Million Dollars (\$3,000,000.00) for personal injury and One Million Dollars (\$1,000,000.00) for property damage; and provided further, that all such policies shall include coverage for bodily injury and property damage that results from the operation, maintenance, or use of the Common areas and any legal liability that results from lawsuits related to employment contracts in which the Association is a party. Such policy must provide for at least ten (10) days written notice to the Association and to each Owner's Mortgagee in writing before the insurer cancels or substantially modifies coverage. Such insurance shall inure to the benefit of each individual Owner, the Association, the Board of Directors, and any managing agent or company acting on behalf of the association. The individual Owners shall have the right to recover losses for their benefit.

C. Each Owner shall have the right to purchase any additional insurance as he may deem necessary, and each Owner shall be solely responsible for loss of or damage to everything from the drywall in of each Unit which represent upgrades from the original construction of their Units, and he also shall be solely responsible for all of the contents of his own Dwelling Unit, plate glass, and for loss of or damage to any other of his personal property, whether or not stored or kept in his own Dwelling Unit. Each Owner shall be solely responsible for obtaining his own insurance to cover any such loss and risk.

D. The Association shall obtain a fidelity bond indemnifying the Association, the Board of Directors, and the Co-Owners for loss of funds resulting from fraudulent or dishonest acts of any employee or officer of the Association or of any other person handling the funds of the Association or the Co-Owners, which bond shall be written in an amount equal to at least One Hundred Thousand Dollars (\$100,000). Such fidelity bond shall require the issuer thereof to notify the Association and each Owner's Mortgagee at least ten (10) days before it cancels or substantially modifies such fidelity bond. Any management agent employed by the association shall have a similar fidelity bond naming the Association as an additional obligee.

E. All policies of insurance of the character described in subsections A and B of this Section 17 shall contain an endorsement or clause whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, the Board of Directors, any managing agent, their respective employees an agents, or the Owners, and shall further contain a clause whereby the insurer waives any defenses based on co-insurance or on invalidity arising from acts of the insured, and shall cover claims of one or more insured parties against other insured parties. All policies of insurance maintained by the Association pursuant to this Section 17 shall provide such coverages and be in such amounts as may be required from time to time by FNMA, FHLMC, FHA or VA. Upon obtaining or changing any policies of insurance authorized or required by this Section 17, notice of the same shall be sent by the Secretary of the Association to each Owner and each Mortgagee whose interest may be affected thereby.

Section 18. Condemnation. In the event that all or any part of the Regime shall be taken or condemned by any competent authority, or if any condemnation proceeding shall be instituted with respect to all or any part of the Regime, the Association shall have the right to appear and defend in such proceedings on behalf of the Owners affected thereby and to prosecute on behalf of any such Owners any action or proceeding, at law or in equity, as it may deem appropriate for the adequate protection and compensation of all Owners affected by any confiscatory act of any public body. The proceeds obtained by the Association as a result of any such action or proceeding shall be received by the Association and shall be applied by the Association as follows: (a) the portion of such award which is allocated by the court making such award, or if not so allocated, then as determined by a two-thirds (2/3) majority of the Percentage Vote at a special meeting called for the purpose of making such allocation, to the buildings or units taken (such portion hereinafter called the "Building Award"), shall be distributed among the Owners whose Dwelling Units were taken proportionately according to the relative square footage of each of the Dwelling Units so taken; (b) the balance of such award after payment of the Building Award shall be paid, first, to reimburse the Association for its costs and expenses in obtaining such award, and the balance, if any, shall be paid to each Co-Owner in the Regime in proportion to his Percentage interest. No amounts or damages shall be paid by the Association to

any Owner for any partial taking, partial loss of use, or impediment of access as to any Dwelling Unit, except to the extent that the amount of any such award is specifically determined by the court making such award or by a two-thirds (2/3) majority of the Percentage Vote of the Association. Nothing in this Section 18 shall be construed to prevent any Owner affected by any condemnation or confiscatory action of any public body from participating in any condemnation proceedings or from prosecuting any action for any recovery for any confiscation of his property, but such Owner shall not be entitled to distribution out of the proceeds received by the Association to the extent that such Owner recovers sums or compensation for the same or similar damages as are the basis of the award to the Association. Nothing herein contained shall be construed to require payment of proceeds to an Owner in derogation of any rights such Owner's Mortgagee may have to such proceeds.

Section 19. Casualty and Restoration. In the event of any damage to or destruction of the Property by fire or other casualty, the following provisions shall be applicable:

- (a) **Partial Destruction.** In the event of less than complete destruction (as defined in subsection (b) hereinbelow) of the Dwelling Units in all Buildings, all Dwelling Units and other Property damaged shall be promptly repaired and restored. The proceeds of the insurance shall be applied to the cost of such repair and restoration. If the insurance proceeds are not adequate to cover the cost of reconstruction or in the event there are no proceeds, the amounts needed to complete the repair and restoration beyond available insurance proceeds shall be paid by all Co-owners as a Common Expense. The application and use of such proceeds shall be determined by the Board of Directors of the Association acting as trustee under Section 17(A), or by any Mortgagee electing to act as trustee in place of the Association, and when so determined in good faith shall be binding upon all Owners and Mortgagees.
- (b) **Restoration in the Event of Complete Destruction.** In the event that two-thirds (2/3) or more of the Dwelling Units in the Regime are damaged or destroyed by fire or other casualty, a special meeting of the Association shall be called. If, at that meeting, a determination is made, by vote of at least a two-thirds (2/3) majority of the Percentage Votes of all Owners in the Regime, that a complete destruction has occurred so that the Buildings and other Property in the Regime shall not be repaired or restored, then the proceeds of insurance and the Property in the Regime shall be dealt with and disposed of in accordance with Sections 19 and 21 of the Act, as either may be amended from time to time, or in accordance with any substitute provisions governing such matters as may be enacted subsequent to the date of this Declaration, with distributions of proceeds to be made to the owners in proportion to the relative fair market values of their respective Dwelling Units as of the date of such destruction; if and to the extent such values can be determined and if and to the extent such distributions are permitted by applicable law.
- (c) **Restoration,** for purposes of subparagraphs (a) and (b) above, shall mean construction or rebuilding of the Dwelling Units and other Property to substantially the same condition as they existed immediately prior to the

destruction and with a similar quality of materials and workmanship and similar type of design and architecture, but excluding all improvements and property added to or kept in or about such Dwelling Units by any Owner.

- (d) In the event restoration of Dwelling Units is necessary, and notwithstanding any provision in Sections 17 or 19 to the contrary, the insurance funds for such restoration shall be disbursed by any Mortgagee (if it elects to do so) which holds mortgages on fifty-one percent (51%) or more of the number of Dwelling Units that need to be restored; otherwise, the insurance funds shall be disbursed by the Association. Such distribution and payment of funds shall be in the manner and in accordance with the procedure normally used when disbursing funds for initial construction. Each insurer shall be notified of this provision by the Owners and each policy of insurance shall comply herewith. Nothing contained in Sections 17 or 19 shall be construed to require payment of any proceeds to an Owner in derogation of any rights such Owner's Mortgagee may have to such proceeds.

Section 20. Negligence. Each Owner shall be liable for the expense of any maintenance, repair, or replacement of any of the Property which becomes necessary by reason of his negligence or that of any member of his family or his or their guests, employees, agents, or lessees, to the extent that such expense is not covered by the proceeds of insurance carried by the Association. An Owner shall pay the amount of any increase in insurance premiums occasioned by his use, misuse, occupancy, or abandonment of his Dwelling Unit or its appurtenances or of the Common Area.

Section 21. Real Estate Taxes. Real estate taxes are to be separately taxed to each Dwelling Unit and the Percentage Interest connected therewith, as provided in the Act. In the event that for any year real estate taxes are not separately assessed and taxed to each Dwelling Unit but are assessed and taxed on the Real Estate as a whole, then each Owner shall pay his proportionate share of the real estate taxes. Each Owner's proportionate share will be equal to the Percentage Interest then appurtenant to the Owner's Dwelling Unit. The worksheets of the Washington Township Assessor shall be used to determine assessment valuation for purposes of this Section 21.

Section 22. Utilities. Each Owner shall pay for those utilities provided to his Dwelling Unit which are separately billed or metered for his Dwelling Unit. Utilities which are not separately billed or metered shall be treated and paid as part of the Common Expenses.

Section 23. Use and Sale of Dwelling Units. All Dwelling Units in the Regime shall be used for single-family residential purposes only, and no lease shall demise any Dwelling Unit.

Section 24. Amendment of Declaration. Except as otherwise provided in this Declaration, this Declaration may be amended in the following manner:

- (a) Notice. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which the proposed amendment is considered, including any annual meeting.

- (b) Resolution. A resolution to adopt a proposed amendment may be proposed by the Board of Directors or by the Owners of at least a majority of the Percentage Vote.
- (c) Meetings. The resolution concerning a proposed amendment must be adopted by the appropriate majority vote at a meeting duly called and held in accordance with the provisions of the By-Laws.
- (d) Adoption. Any proposed amendment to any matter contained in Sections 2, 3, 4, 5, 6, 7, 12, 13, 15, 16, 17 and 19 of this Declaration and any proposed amendment which would impose any restrictions on an Owner's right to sell or transfer his or her Dwelling Unit or any provisions that expressly benefit Mortgagees, insurers or guarantors, or any proposed amendment to establish self management when professional management had been required by a Mortgagee, or any proposed amendment to terminate the legal status of the Project after substantial destruction or condemnation of the Property, shall be deemed a "Material Amendment". To be adopted, a Material Amendment" must be approved by a vote of not less than a sixty seven percent (67%) of the total Percentage Vote and by fifty one percent (51%) of the Dwelling Units subject to mortgages. Any other proposed amendment to this Declaration must be approved by a vote of not less than a majority of the total Percentage vote. In the event any Dwelling Unit is subject to a mortgage, the Mortgagee shall be notified of the meeting and the proposed amendment in the same manner as an Owner if the Mortgagee has given prior notice of its mortgage interest to the Board of Directors in accordance with the provisions of the By-Laws. The provisions for the adoption of amendments set forth in this Section are subject to the further requirements or restrictions set forth in the following Subsection (e) of this Section.
- (e) Amendments. No amendment to this Declaration shall be adopted which changes:
- 1) The Percentage Interest with respect to any Dwelling Unit or the share of an Owner's liability for Common Expenses, or which relates to the termination of the legal status of the Regime for reasons other than the substantial destruction or condemnation of the property without the approval of sixty-seven percent (67%) of the Percentage Vote and the approval of the Mortgagees having mortgages on at least sixty-seven percent (67%) of the Dwelling Units in the Regime, except as otherwise provided in regard to annexation, or

- 2) The provisions of Section 19 of this Declaration with respect to reconstruction or repair in the event of fire or casualty, without the approval of sixty-seven percent (67%) of the Percentage Vote and the unanimous approval of all Mortgagees whose mortgage interests have been made known to the Board of Directors in accordance with the provisions of the By-Laws; or

In the event that a proposed amendment is one permitted by this Section and one which is not of a Material Amendment, the Board of Directors shall notify all Mortgagees whose interests have been made known to the Board of Directors of the nature of such proposed amendment, and such amendment shall be conclusively deemed approved by each such Mortgagee which fails to submit a response to the notice of such proposed amendment within thirty (30) days of the date such notice is mailed, provided that such notice advises the mortgagees of the time limitations contained in this sentence.

- (f) Recording. Each amendment to the Declaration shall be executed by the President and Secretary of the Association. All amendments shall be recorded in the Office of the Recorder of Marion County, Indiana, and no amendment shall become effective until so recorded.

Section 25. Amendments for Mortgage Purchaser. In the event that FNMA, FHLMC, FHA, VA, or other guarantor or purchaser of a mortgage of any property in this Regime should impose any requirements pertaining to the attributes of the Regime or the provisions of this Declaration or the By-Laws, for purposes of qualifying for or agreeing to the purchase or guaranty of any such mortgage, the Board of Directors may fully satisfy such requirements, and shall have the right to amend this Declaration in accordance therewith, without the approval or consent of any Owner or Mortgagee.

Section 26. Reservation of Rights. Intentionally Omitted.

Section 27. Enforcement of Covenants and Restrictions. The various covenants and restrictions applicable to the use and enjoyment of the Dwelling Units, as set forth in this Declaration, are for the mutual benefit and protection of the present and future Owners and shall run with the land and shall be binding upon and inure to the benefit of and be enforceable by any Owner, the co-Owners, or the Board of Directors on behalf of the Association and their respective heirs, successors, and assigns. Available relief in any action brought to enforce this Declaration shall include damages and injunctive relief against any violation or attempted violation of these provisions, and the recovery of any damages, costs, and attorneys' fees incurred by any party successfully enforcing this Declaration against any other party, but there shall be no right of reversion or forfeiture of title resulting from any violation. In addition, the Board of Directors is hereby authorized, during the period of any default or delinquency, to take actions to enforce compliance with such provisions, rules, regulations or decisions, including, without limitation: (i) the revocation of the defaulting Owner's right to use General Common Areas designed for recreational purposes, and (ii) the suspension of a defaulting Owner's voting

privileges; provided, however, that no such enforcement action shall affect the rights of a Mortgagee hereunder.

Section 28. Costs and Attorneys' Fees. In a proceeding arising because of an alleged failure of an Owner to make any required payments or to comply with any provision of the Declaration, the Act, the By-Laws, or the rules and regulations adopted pursuant thereto, as each may be amended from time to time, the Association shall be entitled to recover its reasonable attorneys' fees incurred in connection with such proceeding, if it is found or agreed in such proceeding that a failure to make payment as required hereby or a violation of this Declaration, the Act, the By-Laws, or the rules and regulations adopted pursuant thereto, as each may be amended from time to time, did occur.

Section 29. Acceptance and Ratification. All present and future Owners, Mortgagees, tenants and occupants of the Dwelling Units shall be subject to and shall comply with the provisions of this Declaration, the Act, the By-Laws, and the rules and regulations as adopted by the Board of Directors, as each may be amended from time to time. The acceptance of a deed of conveyance or the act of occupancy of any Dwelling Unit shall constitute an agreement that the provisions of this Declaration, the Amendments, the Act, the By-Laws, and any rules and regulations adopted pursuant thereto, as each may be amended from time to time, are accepted and ratified by such Owner, tenant or occupant, 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 Dwelling Unit or the Property as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. Each Owner agrees to execute and deliver such other documents, if any, as may be necessary or desirable to comply with the Act as it may be amended from time to time. All persons, corporations, partnerships, trusts, associations, or other legal entities who may occupy, use, enjoy or control a Dwelling Unit or Dwelling Units or any part of the Property in any manner shall be subject to the Declaration, the Act, the By-Laws, and the rules and regulations applicable thereto, as each may be amended from time to time.

Section 30. Waiver. No Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Areas or by abandonment of his Dwelling Unit. The Association does not waive the right to hold a lien on the Dwelling Unit and foreclose same by any failure to take action when any payment of any Assessment is not timely made when due by any Owner. The failure of the Board to enforce any provisions of this Declaration, the By-Laws or rules and regulations of the Board shall in no event be deemed a waiver of the right to do so thereafter. The Association shall not be liable for any damage of any kind to any Person for failure to abide by, enforce or carry out any of the provisions of this Declaration.

Section 31. Construction and Severability. This Declaration and the By-Laws are intended to comply with the provisions of the Act and shall be construed whenever possible to be consistent therewith. The invalidity of any covenant, restriction, condition, limitation, or other provision of this Declaration or the By-Laws filed herewith shall not impair or affect in any manner the validity, enforceability, or effect of the rest of this Declaration or the attached By-Laws. The covenants, restrictions and all other provisions of this Declaration shall run with the land and shall be binding upon the persons owning any portion of the property and all parties

claiming under them for a period of twenty (20) years from the date of recordation, and thereafter shall automatically extend for successive periods of ten (10) years each unless prior to the expiration of such ten-year period this Declaration is amended or changed in whole or in part as hereinabove provided.

Section 32. Floor Plans. The Plans pertaining to the Real Estate, as described in Section 1(v) of this Declaration, are incorporated into this Declaration by reference, and have been recorded contemporaneously with the recording of this Declaration in the Office of the Recorder of Marion County, Indiana as Instrument No. 85-4673.

Section 33. Notices. Any notice required or permitted to be sent under this Declaration or the By-Laws shall be sufficient if delivered personally or sent by email or first-class U.S Mail, postage prepaid, to the address shown on the records of the Association.

Section 34. Tamarack Condominium Recreational Corporation. Each Owner shall, as an incident of the ownership of his Dwelling Unit be a Class B member of Tamarack Condominium Recreational Corporation ("Recreational Corporation"), an Indiana not-for-profit corporation organized for the purpose of owning and maintaining certain property contiguous to the Real Estate, which property is intended for the use and enjoyment of its members; provided, however, that at the option of each Owner, such Class B membership may be exchanged for a Class A membership. Class B members shall possess all of the same rights, duties, and obligations as Class A members, except that Class B members shall only be entitled to the use and enjoyment of the Nature Preserve (being that land described in the attached Exhibit C) and shall be obligated to pay a lesser periodic assessment to the Recreational Corporation than the Class A members, while Class A members shall be entitled to the use of the Nature preserve and all other lands and facilities owned by the Recreational Corporation. Class B membership may be converted to Class A members and Class A memberships may be converted to Class B memberships, but a change may be made no more than one (1) time every five (5) years. Upon the sale of a Dwelling Unit by an Owner, membership in the Recreational Corporation shall automatically transfer to the new owner at closing. In all matters upon which the members of the Recreational Corporation may be entitled to vote, each voting member of the Recreational Corporation shall be entitled to one (1) vote for each residential dwelling unit owned. All votes shall be held by either residential unit Owners of Tamarack I Condominium or fee simple title owner of a Dwelling Unit in the Regime, with each Owner thereof entitled to one (1) vote for each unit owned, or by the Declarant, who shall be entitled to one (1) vote for each of the units of Tamarack I Condominium which Declarant owns. As members of the Recreational Corporation, Owners will be entitled to such rights as the Articles of Incorporation and the By-Laws of the Recreational Corporation may specify, and shall be responsible for paying to the Recreational Corporation such assessments a may be made from time to time by the Board of Directors of the Recreational Corporation.

Signatures on Next Page

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed the day, month and year first above written.

SPRINGMILL LAKES AT TAMARACK
CO-OWNERS ASSOCIATION, INC.

By *Jim Funk*
Jim Funk, President

ATTEST:

Grace Worley
Grace Worley, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, the undersigned Notary Public in and for said County and State, personally appeared Jim Funk and Grace Worley, the President and Secretary-Treasurer, respectively, of Springmill Lakes at Tamarack Co-Owners Association, Inc., each of whom acknowledged the execution of the above and foregoing Amended and Restated Declaration of Springmill Lakes At Tamarack Horizontal Property Regime for and on behalf of said Corporation.

Witness my hand and Notarial Seal this 16th day of March, 2020.

My Commission Expires:
10-13-25

Karen L Pearson
Notary Public

My Commission No.:

705610
My County of Residence:

Printed Name Karen L Pearson

Hamilton



Non-Disclosure of Social Security Data

I, Jeffrey M. Bellamy, 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.

By: /s/ Jeffrey M. Bellamy
Jeffrey M. Bellamy, Esq.

This instrument prepared by and to be returned to: Jeffrey M. Bellamy, Thrasher, Buschmann & Voelkel, P.C., 151 North Delaware Street, Suite 1900, Indianapolis, Indiana 46204, Telephone (317) 686-4773.

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EXHIBIT A
REAL ESTATE

Part of the Northwest Quarter of Section 15, Township 17 North, Range 3 East in Marion County, Indiana, being more particularly described as follows:

Commencing at the Southeast corner of the said Northwest Quarter Section; thence South 89 degrees 43 minutes 20 seconds West along the south line of the said Northwest Quarter Section 661.45 feet to the Southwest corner of the East Half of the East Half of the said Northwest Quarter Section; thence North 00 degrees 11 minute 15 seconds East along the West line of the East Half of the East Half of the said Northwest Quarter Section 580.99 feet; thence North 99 degrees 18 minutes 37 seconds East 120.01 feet to the beginning point; thence North 44 degrees 48 minutes 45 seconds West 28.28 feet; thence North 00 degrees 11 minutes 15 seconds East, parallel with the said West line 65.59 feet; thence North 45 degrees 11 minutes 15 seconds East 28.28 feet to a curve having a radius of 365.00 feet, the radius point of which bears South 89 degrees 48 minutes 45 seconds East; thence Northerly along the said curve 230.12 feet to a point which bears North 53 degrees 41 minutes 23 seconds West from said radius point; thence North 36 degrees 18 minutes 37 seconds East 69.13 feet; thence South 49 degrees 30 minutes 00 seconds East 141.18 feet; thence North 41 degrees 19 minutes 00 seconds East 192.00 feet; thence South 51 degrees 35 minutes 00 seconds East 136.48 feet to a curve having a radius of 438.00 feet, the radius point of which bears North 61 degrees 55 minutes 04 seconds West; thence Southerly along the said curve 49.06 feet to a point which bears South 55 degrees 30 minutes 00 seconds East from said radius point; thence South 34 degrees 30 minutes 00 seconds West 50.00 feet to a curve having a radius of 113.00 feet, the radius point of which bears North 55 degrees 30 minutes 00 seconds West; thence Southerly, Westerly and Northwesterly along the said curve 189.33 feet to a point which bears South 40 degrees 30 minutes 00 seconds West from said radius point; thence North 49 degrees 30 minutes 00 seconds West 127.49 feet to a curve having a radius of 20.00 feet, the radius point of which bears South 40 degrees 30 minutes 00 seconds West; thence Northwesterly, westerly and Southerly along the said curve 32.88 feet to a point which bears North 53 degrees 41 minutes 23 seconds West from said radius point; thence South 36 degrees 18 minutes 37 seconds West 19.5 feet to a curve having a radius of 335.00 feet, the radius point of which bears South 53 degrees 41 minutes 23 seconds East; thence Southerly along the said curve 211.21 feet to a point which bears North 89 degrees 40 minutes 45 seconds West from said radius point; thence South 44 degrees 48 minutes 45 seconds West from said radius point; thence South 44 degrees 48 minutes 45 seconds East 28.28 feet; thence South 00 degrees 11 minutes 15 seconds West, parallel with the said West line, 65.13 feet; thence South 45 degrees 18 minutes 37 seconds West 30.00 feet to the beginning point, containing 1.109 acres.

Together with an ingress/egress easement over the following parcel, to-wit:

Part of the Northeast Quarter of Section 155, Township 17 North, Range 3 East in Marion County, Indiana, being more particularly described as follows:

Beginning at a point on the south line of the said Northwest Quarter Section South 89 degrees 43 minutes 20 seconds West (Assumed Bearing) 511.45 feet from the Southeast corner of the said

Northwest Quarter Section; thence South 89 degree 4 minutes 20 seconds West along the said South line 30.00 feet; thence North 00 degrees 11 minutes 15 seconds East, parallel with the West line of the East Half of the East Half of the said Northwest Quarter Section, 581.86 feet; thence North 89 degrees 18 minutes 37 seconds East 30.00 feet; thence South 00 degrees 11 minutes 15 seconds West, parallel with the said West line, 582.07 feet to the Point of Beginning, containing 0.401 acres, more or less.

EXHIBIT B
ADJACENT REAL ESTATE

Part of the Northeast Quarter and part of the Northwest Quarter of Section 15, Township 17 North, Range 3 East in Marion County, Indiana, being more particularly described as follows:

Commencing at the Northeast corner of the said Northwest Quarter Section; thence South 89 degrees 41 minutes 18 seconds West (assume bearing) along the North line of the said Northwest Quarter Section 60.00 feet to the Northwest corner of a tract of ground conveyed to George M. Poole by Warranty Deed recorded as Instrument #66-22476 in the Office of the Recorder of Marion County, Indiana; thence South 00 degrees 13 minutes 46 seconds West, parallel with the East line of said Northwest Quarter Section 23.79 feet to the point of beginning; thence South 00 degrees 13 minutes 46 seconds West parallel with the East line of said Northwest Quarter Section 71.21 feet to the Southwest corner of said Poole tract; thence South 19 degrees 48 minutes 21 seconds East 116.75 feet; thence South 00 degrees 13 minutes 46 seconds West parallel with the East line of said Northwest Quarter Section 664.78 feet; thence South 22 degrees 12 minutes 48 seconds East 91.68 feet; thence South 00 degrees 13 minutes 46 seconds West parallel with the West line of said Northeast Quarter Section 176.03 feet; thence North 89 degrees 47 minutes 52 seconds West parallel with the West line of said Northeast Quarter Section 310.54 feet to a point on the South line of tract of ground conveyed to George M. Poole by Warranty Deed recorded in Deed Record 1822, page 174 in the Office of the Recorder of Marion County, Indiana; thence North 89 degrees 47 minutes 52 seconds East parallel with the North line of said Northeast Quarter Section and along the South line of said tract of grounds 125.00 feet; thence South 28 degrees 07 minutes 34 seconds West 544.96 feet; thence South 02 degrees 00 minutes 00 seconds East 161.30 feet; thence South 89 degrees 18 minutes 37 seconds West 668.23 feet to the West line of the East half of the East Half of said Northwest Quarter Section; thence North 00 degrees 11 minutes 15 seconds East long the West line of the East Half of the East Half of said Northwest Quarter Section 1679.47 feet; thence North 57 degrees 23 minutes 27 seconds East 717.78 feet to the place of beginning, containing 30.585 acres, more or less.

ALSO:

Part of the Northwest Quarter of Section 15, Township 17 North, Range 3 East in Marion County, Indiana, being more particularly described as follows:

Beginning at a point on the North line of the said Northwest Quarter Section South 89 degrees 41 minutes 18 seconds West (assumed bearing) 60.00 feet from the Northeast corner of said Northwest Quarter Section, said point being the Northwest corner of tract of ground conveyed to George M. Poole by Warranty Deed recorded as Instrument # 66-22476 in the Office of the Recorder of Marion County, Indiana; thence South 00 degrees 13 minutes 46 seconds West parallel with the East line of said Northwest Quarter Section 23.79 feet; thence South 57 degrees 23 minutes 27 seconds West 717.78 feet to the West line of the East Half of the East Half of said Northwest Quarter Section; thence North 00 degrees 11 minutes 15 seconds East along the West line of the East Half of the East Half of said Northwest Quarter Section 327.33 feet to the south

right-of-way line for West 96th Street per Indiana State Highway Plans for Project I-465 4(94)130, Sheet 226, (The next five (5) described courses being continuous and contiguous with said South right-of-way line); thence North 00 degrees 18 minutes 42 seconds West 40.00 feet; thence North 89 degrees 41 minutes 18 seconds East parallel with the North line of said Northwest Quarter Section 70.00 feet; thence North 87 degrees 24 minutes 22 seconds East 251.00 feet; thence North 70 degrees 37 minutes 21 seconds East 52.06 feet; thence North 00 degrees 18 minutes 42 seconds West 13.00 feet to the North line of said Northwest Quarter Section; thence North 89 degrees 41 minutes 8 seconds East along said North line 6692 feet to the Place of Beginning, containing 2.389 acres, more or less.

EXCEPTING THEREFROM:

Part of the Northwest Quarter of Section 15, Township 17 North, Range 3 East in Marion County, Indiana, being more particularly described as follows:

Commencing at the Southeast corner of the said Northwest Quarter Section; thence South 89 degrees 43 minutes 20 seconds West along the South line of the said Northwest Quarter Section 661.45 feet to the Southwest corner of the East Half of the East Half of the said Northwest Quarter Section; thence North 00 degrees 11 minutes 15 seconds East along the West line of the East Half of the East Half of the said Northwest Quarter Section 580.99 feet; thence North 89 degrees 18 minutes 37 seconds East 120.01 feet to the beginning point; thence North 44 degrees 48 minutes 45 seconds West 28.28 feet; thence North 00 degrees 11 minutes 15 seconds East, parallel with the said West line 65.59 feet; thence North 45 degrees 11 minutes 15 seconds East 28.28 feet to a curve having a radius of 365.00 feet, the radius point of which bears South 89 degrees 48 minutes 45 seconds East; thence Northerly along the said curve 230.12 feet to a point which bears North 53 degrees 41 minute 23 seconds West from said radius point; thence North 36 degrees 8 minute 37 seconds East 69.13 feet; thence South 49 degrees 30 minutes 00 seconds East 141.18 feet; thence North 41 degrees 19 minutes 00 seconds East 192.00 feet; thence South 51 degrees 35 minutes 00 seconds East 136.48 feet to a curve having a radius of 438.00 feet, the radius point of which bears North 61 degrees 55 minutes 04 seconds West; thence Southerly along said curve 49.06 feet to a point which bears South 55 degrees 30 minutes 00 seconds East from said radius point; thence South 34 degrees 30 minutes 00 seconds West 50.00 feet to a curve having a radius of 113.00 feet, the radius point of which bears North 55 degrees 30 minutes 00 seconds West; thence Southerly, Westerly and Northwesterly along the said curve 189.33 feet to a point which bears South 40 degrees 30 minutes 00 seconds West from said radius point; thence North 49 degrees 30 minutes 00 seconds West 127.49 feet to a curve having a radius of 20.00 feet, the radius point of which bears South 40 degrees 30 minutes 00 seconds West; thence Northwesterly, Westerly and Southerly along the said curve 32.88 feet to a point which bears North 53 degrees 41 minutes 23 seconds West from said radius point; thence South 36 degrees 18 minutes 37 seconds West 19.355 feet to a curve having a radius of 335.00 feet, the radius point of which bears South 53 degrees 41 minutes 23 seconds East; thence Southerly along the said curve 211.21 feet to a point which bears North 89 degrees 48 minutes 45 seconds West from said radius point; thence South 44 degrees 48 minutes 45 seconds East 28.28 feet; thence South 00 degrees 11 minutes 15 seconds West, parallel with the said West line 65.13 feet; thence South 45 degrees 11 minutes 15 seconds West 28.28 feet; thence South 89 degrees 18 minutes 37 seconds West, 30.00 feet to the Beginning Point, containing 1.109 acres.

EXHIBIT C
NATURE PRESERVE REAL ESTATE

Part of the Northeast Quarter and part of the Northwest Quarter of Section 15, Township 17 North, Range 3 East in Marion County, Indiana, being more particularly described as follows:

Beginning at the Southeast corner of the said Northwest Quarter Section; thence South 89 degrees 43 minutes 20 seconds West along the South line of the said Northwest Quarter Section 180.00 feet; thence North 29 degrees 30 minutes 00 seconds East 400.00 feet; thence North 02 degrees 00 minutes 00 seconds West 400.00 feet; thence North 28 degrees 07 minutes 34 seconds East 544.96 feet to the South line of a tract of ground conveyed to Alex L. Taggart III and John K. Taggart by Warranty Deed recorded as Instrument Numbered 80338 in the Office of the Recorder of Marion County, Indiana; thence North 89 degrees 47 minutes 52 seconds East parallel with the North line of said Northeast Quarter Section, along the South line of said tract of ground conveyed to Alex L. Taggart III and Joan K. Taggart 823.42 feet to a point 1588.56 feet West of the East line of said Northeast Quarter Section; thence South 01 degrees 01 minutes 11 seconds West 43 feet by deed and 60.45 feet by measurement to a Westerly corner of a tract of ground conveyed to Donald ., DeCoursey and Sue V. DeCoursey by Warranty Deed recorded as Instrument #19854 in the Office of the Recorder of Marion County, Indiana; thence South 41 degrees 42 minutes 53 seconds West along the West line of said DeCoursey Tract and along the West line of a tract of ground conveyed to George A., Kuhn Jr. and Mildred M. Kuhn by Warranty Deed recorded as Instrument #52899 in the Office of the Recorder of Marion County, Indiana 670.79 feet; thence South 00 degrees 34 minutes 47 seconds East 25.99 feet to the Northwest corner of Spring Hollow, a subdivision in Marion County, Indiana, the plat of which is recorded in Plat Book 28, page 357, in the office of the Recorder of Marion County, Indiana, (the next three (3) described courses being continuous and contiguous with the West line of said Spring Hollow Subdivision); thence South 39 degrees 43 minutes 00 seconds West 107.00 feet; thence South 89 degrees 46 minutes 00 seconds West 39.00 feet; thence South 18 degrees 40 minutes 44 seconds West 517.94 feet by plat and 516.78 feet by measurement to a point 363.00 feet East of the West line of said Northeast Quarter Section (said point also being the Northeast corner of tract of ground conveyed to the City of Indianapolis (Department of Transportation) by Warranty Deed recorded as Instrument #74-63720 in the Office of the Recorder of Marion County, Indiana; thence South 89 degrees 47 minutes 08 seconds West parallel with the South line of said Northeast Quarter Section and along the North line of said D.O.T. tract 36.00 feet to the East line of the Northwest Quarter of said section; thence South 00 degrees 13 minute 46 seconds West along said East line 70.00 feet to the place of beginning, containing 16.978 acres, more or less.