

A202400084191

10/15/2024 07:08 AM

**FAITH KIMBROUGH
MARION COUNTY IN RECORDER**

FEE: \$ 35.00

PAGES: 4

By: ER

Cross-Reference:

Inst. No. 20200037442

Inst. No. 202200010904

Inst. No. 202400039194

**SECOND AMENDMENT TO THE AMENDED AND RESTATED DECLARATION
SPRINGMILL LAKE AT TAMARACK HORIZONTAL PROPERTY REGIME**

THIS SECOND AMENDMENT TO THE AMENDED AND RESTATED DECLARATION SPRINGMILL LAKE AT TAMARACK HORIZONTAL PROPERTY REGIME ("Amendment") is made this 8th day of October, 2024 by SPRINGMILL LAKES AT TAMARACK CO-OWNERS ASSOCIATION, INC., an Indiana not-for-profit corporation, witnesses as follows:

WHEREAS the Amended and Restated Declaration Springmill Lake at Tamarack Horizontal Property Regime was recorded in the Office of the Recorder of Marion County, Indiana on April 13, 2020 as **Instrument No. 20200037442** ("Declaration"); and,

WHEREAS, the First Amendment to the Amended and Restated Declaration Springmill Lake at Tamarack Horizontal Property Regime was recorded in the Office of the Recorder of Marion County, Indiana on January 24, 2022 at Instrument No. 202200010904 ("First Amendment"); and,

WHEREAS the Declaration permits the amendment of the Declaration as presented here by the affirmative vote of a majority of the Percentage Vote, as defined in the Declaration; and,

WHEREAS the Board of Directors of Springmill Lakes at Tamarack Co-Owners Association, Inc., has reviewed and affirmed that this First Amendment to the Amended and Restated Declaration Springmill Lake at Tamarack Horizontal Property Regime has been approved by a majority of the Percentage Interest of voters of the Association;

NOW THEREFORE, pursuant to the foregoing, the Declaration is hereby amended to include the following paragraph(s). Any portion of the Declaration not specifically amended here remains valid and enforceable:

Except as modified here, the following paragraph shall replace Section 17. Insurance (A) and (C), respectively, in the Declaration.

Section 17. Insurance.

A. The Co-Owners, through the Association, shall purchase a master casualty insurance policy issued in the name of the Association for the use and benefit of the Owners

providing fire and extended coverage insurance insuring the Property in an amount consonant with the full replacement value of the improvements which, in whole or in part, comprise the Common Areas and Limited Areas and related facilities as defined in Sections 3, 4 5 and 13 (A), subject to exceptions identified herein. Certificates of insurance shall be issued to each Condominium Unit Owner and each Mortgagee that has previously requested to receive notices from the Association upon written request. Any policy obtained by the Association must provide that it may not be cancelled or substantially modified without providing at least thirty (30) days' prior written notice to the Association and to each Mortgagee listed as a Mortgagee in the policies that has requested in writing to receive such notification. If the Board of Directors can obtain such coverage for reasonable amounts they shall also obtain "all risk" coverage. The Board of Directors shall be responsible for reviewing at least annually the amount and type of such insurance and shall purchase such additional insurance as is necessary to provide the insurance required above. The Board of Directors may cause such full replacement value to be determined by a qualified appraiser. The cost of any such appraisal shall be a Common Expense. Such insurance coverage shall be for the benefit of each Owner, and, if applicable, the Mortgagee of each Owner upon the following terms and conditions identified herein.

All proceeds payable because of casualty losses sustained which are covered by insurance purchased by the Association shall be paid to it, and the Board of Directors shall act as the insurance trustees and hold such proceeds for the benefit of the insured parties. In the event that the Board of Directors has not posted surety bonds for the faithful performance of their duties as such Directors or if such bonds do not exceed the funds which will come into its hands, and there is a damage to a part or all of the Property resulting in a loss, the Board of Directors shall obtain and post a bond for the faithful performance of its duties as insurance trustee in an amount to be determined by a majority of the Owners but not to exceed 125% of the loss, before the Board of Directors shall be entitled to receive the proceeds of the insurance payable as a result of such loss. The sole duty of the insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Owners. The proceeds shall be used or disbursed by the Association or Board of Directors, as appropriate, only in accordance with the provisions of this Declaration. The interest of each damaged Owner in the trust fund of insurance proceeds shall be the ratio of the direct damage of each damaged Owner to the damages of all Owners directly damaged by any event insured under the said master casualty insurance policy.

Such master casualty insurance policy and "all risk" coverage if obtained, shall (to the extent the same are obtainable) contain provisions that the insurer (a) waives its right to subrogation as to any claim against the Association, the Board of Directors, its agents and employees, Owners, their respective agents and guests, and (b) waives any defense based on the invalidity arising from the acts of the insured, and providing further, if the Board of Directors is able to obtain such insurance upon reasonable terms, (i) that the insurer shall not be entitled to contribution against casualty insurance which may be purchased by individual Owners as hereinafter permitted, and (ii) 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 of this Declaration.

(.....)

C. Each Owner shall purchase insurance , against Owner's loss of or damage to his Dwelling Unit and everything within the Dwelling Unit, which is more fully described in Section 2 and Section 13 (b), which includes but is not limited to all fixtures, equipment, appliances, utilities or mechanicals solely serving a Dwelling Unit, finishes, floor and wall coverings, plate glass, and all personal property / contents of the Owner in the Dwelling Unit or located elsewhere on the Property. Each Owner shall be solely responsible for any casualty, loss, or damage to his Dwelling Unit and obtain his own insurance to cover any such loss and risk, covering no less than the replacement cost of the Dwelling Unit. The Association may request that each Owner provide a certificate of insurance from any Owner to confirm that he has valid insurance that complies with these provisions. If any Owner refuses to obtain the required insurance, the Association may acquire the required insurance, the costs of the policy, plus a premium of twenty percent (20%) of the premium costs for administrative handling shall be allied as an additional assessment to the Dwelling Unit and Owner to be collected as all other Assessments are collected in accordance with these Declarations. Any insurance obtained under this provision shall contain the same provisions for waiver of subrogation as referred to in Section 17 (A).

D. Each Owner shall be liable for the expense of any repair or replacement for property of the Association or to another Dwelling Unit resulting from that Owner's negligent or willful acts or by that of any member of his family, guests, employees, or agents. Each Owner's required insurance as identified in Section 17 (C) shall provide for adequate coverage of these claims.

E. Any required insurance identified in this Amendment represents minimum required coverages or policies of insurance. Unless expressly stated, any risk or casualty not specifically identified to be covered, indemnified or insured by the Association shall be the responsibility and risk of the Owner and any Owner may obtain their own additional policies, extensions, or umbrellas as they determine is advisable to meet their own needs.

Acknowledgment of Compliance

The undersigned officers of Springmill Lakes at Tamarack Co-Owners Association, Inc., hereby certify that the affirmative votes of a majority of the Percentage Vote have voted to approve this amendment and they further certify that all other conditions precedent to the Second Amendment to the Amended and Restated Code of By-Laws of Springmill Lakes at Tamarack Co-Owners Association, Inc., A Not-For-Profit Indiana Corporation have been satisfied.

Executed this 8 day of OCTOBER 2024.

SPRINGMILL LAKES AT TAMARACK CO-OWNERS ASSOCIATION, INC.,

By: Bernie Pierce
Bernie Pierce, President

Attest:

By: *Katie Betley*
Katie Betley, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally Bernie Pierce, President of Springmill Lakes at Tamarack Co-Owners Association, Inc. and Katie Betley, Secretary of Springmill Lakes at Tamarack Co-Owners Association, Inc., who acknowledged the execution of the foregoing First Amendment to the Amended and Restated Declaration Springmill Lake at Tamarack Horizontal Property Regime.

WITNESS my hand and notarial seal this 8 day of October 2024.

My Commission expires:
07 / 06 / 2029

Sidney R. Haisley
Notary Public



SIDNEY R HAISLEY, Notary Public
Madison County, State of Indiana
Commission Number NP0734680
My Commission Expires July 6, 2029

Sidney R. Haisley
Printed

Residing in Madison County, Indiana

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/ Jeffrey M. Bellamy
Jeffrey M. Bellamy

This Instrument Prepared By: Jeffrey M. Bellamy, Esq., THRASHER BUSCHMANN & VOELKEI P. C
8440 Woodfield Crossing Blvd Ste 310 Indianapolis, IN 46240.

Return Document To: Jeffrey M. Bellamy, Esq., THRASHER BUSCHMANN & VOELKEL, P.C., 8440 Woodfield
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