

A202400039194

05/20/2024 07:02 AM

**FAITH KIMBROUGH
MARION COUNTY IN RECORDER**

FEE: \$ 35.00

PAGES: 6

By: ER

Cross Reference: Instrument No. 202300105339

SCRIVENER'S ERROR AFFIDAVIT

Comes now JEFFREY M. BELLAMY (hereinafter referred to "Affiant"), and being duly sworn upon his oath, deposes and says:

1. Affiant prepared the First 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 dated December 14, 2023 and recorded on December 21, 2023 as Instrument No. 202300105339, in the Office of the Recorder of Marion County, Indiana (hereinafter referred to as "Amended and Restated By-Laws").

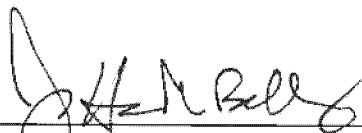
2. Section 6.09(b) "Resale Fee" contained an inadvertent error by incorrectly setting the Resale Fee Limit at 2/3rds of one percent (0.0066%) of the Gross Selling Price. The correct Resale Fee Limit should be 6/10ths of one percent (0.006%) of the Gross Selling Price.

3. The Amended and Restated By-Laws is attached hereto with the correction Section 6.09(b) included is attached hereto.

4. The purpose of this affidavit is to correct the scrivener's error in the Amended and Restated By-Law, and to publish the correct Resale Fee.

Further Affiant sayeth naught.

Signature: _____


JEFFREY M. BELLAMY

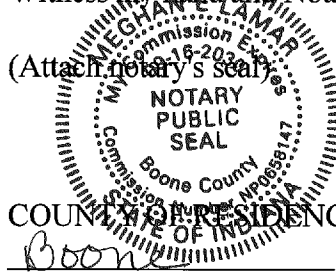
ACKNOWLEDGMENT

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared JEFFREY M. BELLAMY, who acknowledged the execution of the foregoing, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 16th day of May, 2024.

(Attach notary's seal)



Signature Meghan E. Lamar

Printed Meghan E. Lamar

COUNTY OF RESIDENCE:
Boone

MY COMMISSION EXPIRES:
9/16/2030

This Instrument Prepared By: Jeffrey M. Bellamy, Esq., THRASHER BUSCHMANN & VOELKEL, P.C., 151 N. Delaware Street, #1900, Indianapolis, IN 46204.

Return Document To: Jeffrey M. Bellamy, Esq., THRASHER BUSCHMANN & VOELKEL, P.C., 151 N. Delaware Street, #1900, Indianapolis, IN 46204.

Cross-Reference:

Inst. No. 20200037442

Inst. No. 202200010904

**FIRST 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**

THIS FIRST 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 (“Amendment”) is made this 14TH day of DEC., 2023 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 Amended and Restated Code of By-Laws of Springmill Lakes at Tamarack Co-Owners Association, Inc., a Not-For-Profit Indiana Corporation is attached as an Exhibit to the recorded Declaration (“By-Laws”); and,

WHEREAS, the By-Laws may be amended, as presented here, by the affirmative vote of a majority of the Percentage Vote of the Co-Owners, 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 Code of By-Laws of Springmill Lakes at Tamarack Co-Owners Association, Inc., A Not-For-Profit Indiana Corporation has been approved by a majority of the Percentage Vote of the Co-Owners of the Association;

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

ARTICLE VI

Procedures for Assessments

The terms and provisions of **ARTICLE VI, Section 6.09. Resale Fee** are deleted and replaced with the following approved paragraph.

Section 6.09 Resale Fee. On the terms and conditions which follow, a Resale Fee shall be due and owing:

- (a) Authority. As an additional funding source, and in addition to any administrative or transfer fee collected to cover the administrative costs of membership transfer, the association shall collect a Resale Fee upon each transfer of title to a Dwelling Unit, other than exempt transfers as set forth herein. The Resale Fee shall be charged to the grantor of the Dwelling Unit, shall be payable by grantor or grantee as their contract provides to the association at the closing of the transfer, and shall be secured by the Association's lien for Assessments. Each Owner transferring a Dwelling Unit shall notify the Association's Secretary or designee at least seven (7) days prior to the scheduled closing. Such notice shall include the name of the buyer, the date of title transfer, and other information the Association may reasonably require.
- (b) Fee Limit. The Resale Fee shall be in an amount determined by the Board of Directors but may not exceed **Six Tenths of One percent (0.006%) of the Gross Selling Price** of the Dwelling Unit, with all improvements, upgrades and premiums included, and shall be due upon transfer of title to the Dwelling Unit. For purposes hereof, the "Gross Selling Price" shall be the total cost to the purchaser of the Dwelling Unit.
- (c) Purpose. Resale Fees shall be used for any purposes which the Association Board deems beneficial to meet the general operating needs of the Association. By way of example, and not limitation, Resale Fees may be used to assist the Association in funding operating and maintenance costs for recreational facilities, common areas, open space preservation, and all other funding needs for operating the Association. Resale Fees shall be non-refundable and shall not be considered an advance payment of any Charge or Assessment.
- (d) Exempt Transfers. Notwithstanding the foregoing, no Resale Fee shall be levied upon transfer of title to a Dwelling Unit:
 - (1) By a co-owner to any Person who was a co-owner immediately prior to such transfer;
 - (2) To the Owner's estate, surviving spouse, or heirs at law upon the death of the Owner;
 - (3) To an entity wholly owned by the grantor or to a family trust created by the grantor for the direct benefit of the grantor and his or her spouse and/or heirs at law; provided, upon any subsequent transfer or an ownership interest in such entity, the Resale Fee shall become due; or,
 - (4) To an institutional lender as security for the performance of an obligation pursuant to a Mortgage.

< End of Amendment >

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 First 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 14 day of December, 2023.

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

By: Courtenay Weldon
Courtenay Weldon, President

Attest:

By: Bernie Pierce
Bernie Pierce, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF MARION)



SIDNEY R. HAISLEY, Notary Public
Marion County, State of Indiana
Commission Number 69077-6620
My Commission Expires July 6, 2023

Before me, a Notary Public in and for said County and State, personally Courtenay Weldon, President of Springmill Lakes at Tamarack Co-Owners Association, Inc. and Bernie Pierce, 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 14 day of December 2022, 2023

My Commission expires:
07 / 06 / 2023

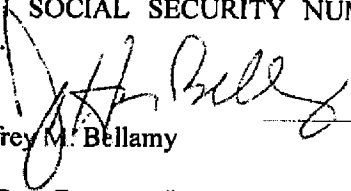
Sidney R. Haisley
Notary Public

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.


Jeffrey M. Bellamy

This Instrument Prepared By: Jeffrey M. Bellamy, Esq., THRASHER BUSCHMANN & VOELKEL, P.C., 151 N. Delaware Street, #1900, Indianapolis, IN 46204.

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