

1
44/27/05

(15)

DECLARATION OF CONDOMINIUM PROPERTY OWNERSHIP
JAMESTOWN ESTATES

THIS DECLARATION, made this 27 day of August, 2003, by the
"Declarant", Dods Property Management, LLC, an Indiana Corporation.

WITNESSETH:

A. Whereas Declarant is the owner in fee simple of the following described real estate, located in Morgan
County, Indiana, (o-wrt:

See Exhibit "A"

B. Whereas Declarant is the owner in fee simple of certain real estate within the above described real estate
described as, Jamestown Estates Condominiums, and more particularly described as follows:

See Exhibit "B"

C. Whereas, Declarant, by execution of this Declaration creates Condominiums upon the Tract, subject to the
provisions of the Condominium Act of the State of Indiana and terms and conditions of this Declaration.

NOW, THEREFORE, Declarant hereby makes this Declaration as follows:

1. The following definitions shall apply throughout this Declaration:

(a) "Act" means the Condominium Act of the State of Indiana, Indiana Code 32-25, Chapters 1 through 9.
The Act is incorporated herein by reference.

(b) "Association" means the incorporated association of Co-Owners of "the Regime", more particularly
described in paragraph 13.

(c) "Board of Managers" means the governing body of the Association elected by the Co-Owners in
accordance with the By-Laws. The term "Board of Managers", as used herein and in the By-Laws,
shall be synonymous with the term "Board of Directors" as used in the Act.

(d) "Building", if and when used, shall mean and be the same as "Dwelling Unit".

(e) "By-Laws" mean the By-Laws of the Association providing for the administration and management of
the Property as required by and in conformity with the provisions of the Act. A true copy of the By-
Laws is attached to this Declaration and incorporated herein by reference.

(f) "Common Areas" means the common areas and facilities appurtenant to the Property as defined in
paragraph 6 of this Declaration.

(g) "Common Expenses" means expenses of administration of the Association, expenses for the upkeep,
maintenance, repair and replacement of the Common Areas and Limited Areas, except as otherwise
expressly provided in this Declaration or the By-Laws, and all sums lawfully assessed against the
owners by the association or as declared by the act, this declaration or the by-laws.

(h) "Co-Owners" means the Owners of all the Dwelling Units.

(i) "Declarant" means the Owner of the real estate described at the time of the filing of this Declaration,
its successors and assigns to its interest herein, other than those persons who purchase Dwelling Units
by deed from the Declarant, unless the conveyance indicated an intent that grantee become the
Declarant.



MORGAN COUNTY RECORDER
KAREN BRUMWETT
CSD Date 08/28/2003 Time 13:03:12 15P
RECORDING: 50.00
I 200517729 Page 1 of 13

Other Expenses

- (j) "Dwelling Unit" means one of the individual units constituting "the Regime", each individual unit being more particularly described and identified on the Plans and in paragraphs 4 and 5 of this Declaration.
 - (k) "Formula" means the method set forth in paragraph 8 of this Declaration for computing the Percentage Interest applicable to each Dwelling Unit.
 - (l) "The Regime" means the name by which the Property and Horizontal Property regime shall be known.
 - (m) "Limited Areas" means the limited common areas and facilities as defined in paragraph 7 of this Declaration.
 - (n) "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who owns the fee simple title to the Dwelling Unit.
 - (o) "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 paragraphs 8 and 17 of this declaration.
 - (p) "Percentage Vote" means an Owner's percentage vote and is the relationship of his vote to the total eligible votes expressed as a percentage as determined in accord with paragraph 8 and 16 of this Declaration.
 - (q) "Section" means a part of the tract upon which dwelling units are constructed and annexed to "the regime" as provided in paragraph 16. Each particular section shall be identified by an Arabic numeral designation corresponding to the order of annexation.
 - (r) "Plans" means a plat showing the location of the building, the elevations, the dwelling units within the building, Arabic identification numbers for each dwelling unit and the outside dimensions for each building, duly certified, all of which is incorporated herein by reference. "Plans" also shall include the supplemental plans which shall be prepared, verified and filed with each supplemental declaration, depicting the location of the buildings, the dwelling units within the buildings, Arabic identification numbers for each dwelling unit and the outside dimensions for buildings, which are constructed on the sections of the tract when and if annexed to and made a part of "the regime".
 - (s) "Property" means the Tract and appurtenant easements, the Dwelling Units, the Buildings, improvements, and property of every kind and nature whatsoever, real, personal and mixed, and all replacements thereof, now or hereafter located upon the Tract and used in connection with the operation, use and enjoyment of "the Regime".
 - (t) "Tract" means the total real estate described in paragraph A above.
2. Declaration. Declarant hereby expressly declares that the Property shall be a Horizontal Property Regime in accordance with the provisions of the Act.
3. Description of Dwelling Units. Jamestown Estates consists of ten (10) buildings containing four (4) dwelling units per building. Each building contains two (2) one-story units (end units, A & D) and two (2) two-story, townhouse type units (middle units, B & C). Each unit has an attached two car garage. All buildings are slab on grade construction.
4. Identification of the Dwelling Unit. Each Dwelling Unit is also identified by an alphanumeric number on the same referring to the individual Dwelling Unit. The legal description for each Dwelling Unit shall consist of the alphanumeric number designation of the particular Dwelling Unit of which the numeric portion of the number is the building number and the alpha portion is the dwelling unit designation within the building.

5. Further Description of Dwelling Units.

(a) Boundaries: The dimensions required to determine the boundaries of each dwelling Unit shall be shown on the Plans and will include all the space bounded by the bottom of the concrete garage floor and any covered porch slab, and the top of the floor joists to the bottom of all ceiling joists including garage and covered porch ceiling joists in a horizontal plane and the inside surfaces of all perimeter stud walls extended to include any covered porch in a vertical plane. In the event any horizontal or vertical boundary line as shown on the Plans does not coincide with the actual location of the respective wall, floor or ceiling of the Dwelling Unit because of ineffectiveness 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 the actual boundary line of the Dwelling Unit, but within the appropriate areas of the Dwelling Unit.

(b) Appurtenances: Each Dwelling Unit shall consist of all space within the Boundaries thereof and all portions of the structure thereof situated, including, but not limited to, all fixtures, facilities, utilities, equipment, appliances, and structural components designated and intended for common use. All fixtures, equipment and appliances intended for the exclusive enjoyment, use and benefit of a Dwelling Unit shall constitute a part of such Dwelling Unit, even if they are located partly or completely outside the boundaries of said Dwelling Unit. Those may include but are not limited to air conditioner condensing units.

6. Common Area and Facilities: Common areas mean and include all facilities and appurtenances located outside of the boundary lines of the Dwelling Units, except those areas and facilities expressly defined as being part of the Dwelling Unit as described in paragraph 5(D), including the clubhouse and related facilities. More specifically the common area is the area of the tract as described in Exhibit "A" excepting that area occupied by the buildings as described in Exhibit "B" excluding facilities described in paragraph 5(B).

7. Limited Common Area and Facilities: Limited Areas and those Dwellings for which the use thereof is limited are as follows:

(a) Front Porch. The Front Porch through which access to a Dwelling Unit is obtained is limited to the use of the Dwelling Unit or Dwelling Units served by such entranceway.

(b) Driveways. The driveways, walkways, and similar areas used for access to particular individual Dwelling Units serving such Dwelling Units are limited to the use of the Dwelling Unit so served.

(c) Back Yard. A ten foot area of even width parallel to and across the back of each unit shall serve as a limited common area for the use of that unit owner.

8. Ownership of Common Areas, Percentage Interest, and Percentage Vote.

Each Owner shall have an undivided interest in the Common Areas and Limited Areas as tenants in common with all other Owners equal to his Dwelling Unit's Percentage Interest. Each Dwelling Unit's Percentage Interest in the Common Areas and Limited Areas shall be determined in accord with the Formula set forth in paragraph 17 of this Declaration.

As this condominium declaration provides for only one section, each dwelling unit's percentage interest shall be that as each unit bears to the total number of units.

Each Owner shall have an equal vote on any matter upon which the Co-Owners are entitled to vote. Each Owner is entitled to one vote. A multiple Owner, meaning an Owner of more than one Unit, is entitled to multiple votes, that is one vote for each Unit owned.

The Percentage Interest appertaining to each Dwelling Unit as determined by paragraph 17 also shall be the Percentage Vote allocable to the Owner thereof in all matters with respect to the Regime and the

Association upon which the Co-Owners are entitled to vote, but not limited to, the election of the Board of Managers.

9. Encroachments and Easements for Common Areas. If, by reason of the location, construction setting, or shifting of a Dwelling Unit, a Common Area or Limited 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 the maintenance, use, and enjoyment of such Common Areas or Limited Areas.

Each owner shall have an easement in common with each other Owner to use all pipes, wires, ducts, cables, conduits, utility lines, and other common facilities.

10. Real Estate Taxes. Real Estate taxes are to be separately taxed to each Dwelling Unit as provided in the act. In the event that for any year real estate taxes are not assessed and taxed on the Tract, or a part thereof as a whole, then each Owner shall pay his proportionate share of the real estate taxes. Each Owner's proportionate share will be determined as follows:

- (a) With respect to the real estate taxes assessed against the land, the amount of such taxes shall be a sum equal to that Owner's Percentage Interest multiplied by the total real estate taxes assessed against the land. Declarant will pay for the taxes on the real estate until annexed.
- (b) With respect to the real estate taxes assessed against the improvements, the respective Owners will be fully obligated to pay the amounts assessed against the same.
- (c) All other taxes assessed against the real estate or improvements shall be calculated by the same formula as set forth in (a) above and paid for according to each Co-Owner's Percentage Interest.
11. Utilities. Each Owner shall pay for his own utilities, which are separately metered. Utilities which are not separately metered shall be treated as and be paid as part of the Common Expenses.

12. Easement for Utilities and Public and Quasi-Public Vehicles. All public and quasi-public vehicles, including, but not limited to, police, fire, and other emergency vehicles, trash and garbage collection, post office vehicles and privately owned delivery vehicles, shall have the right to enter upon the streets, Common Areas, and Limited Areas of "the Regime" in performance of their duties. An easement is also granted for all areas of "the Regime" including privately owned units, to all utilities and their agents for ingress, egress, installation, replacement, repairing, and maintaining of such utilities, including but not limited to, water, sewers, gas, telephones, and electricity on the property; provided, however, nothing herein shall permit the installation of sewers, electric lines, water lines, or other utilities, except as initially designed and approved by Declarant or as thereafter may be approved by the Board of Managers. By virtue of this easement, the electric and telephone utilities are expressly permitted to erect and maintain the necessary equipment on the Property and to affix and maintain electric and telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of the Building.

13. 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, there is hereby created an association of the Co-Owners of the Dwelling Units in "the Regime" to be known as the Jamestown Commons Condominiums

Co-Owners Association, Inc. Each Owner shall be a member of the Association, but membership shall terminate when such person ceases to be an Owner, and such membership will be transferred to the new Owner.

The Association shall elect a Board of Managers annually in accordance with and as prescribed by the By-Laws. The Co-Owners shall be entitled to cast their Percentage Vote for the election of the Board of Managers.

The Board of Managers 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.

14. Maintenance, Decoration, Repairs and Replacements. The Co-Owners' Association shall be responsible for the maintenance, repairs, decoration and replacement of the exterior of each Dwelling Unit except the glass portions and doors and garage doors. The Board of Managers reserve the exclusive right to determine the outside decor of each Dwelling Unit inclusive, but not exclusive of, color and paint, and all decor appurtenant to the aesthetics of each individual unit. Exclusive of those aesthetics that are visible from the outside of the Dwelling Units, each Owner shall control and reserve the right of decoration of his or her Dwelling Unit on the inside. Each Owner shall repair any defect occurring in his Dwelling Unit which, if not repaired, might adversely affect any Dwelling Unit, Common Areas, or Limited Areas. Maintenance, repairs, and replacements affect any Dwelling Unit, Common Areas, or Limited Areas. Maintenance, the Common Expenses.

The Board of Managers shall adopt such rules and regulations concerning the maintenance, repairs, use and enjoyment of the Common Areas and Limited Areas as it deems appropriate, including the appointment of committees to oversee same.

The Board of Managers or their designated 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 Common Areas and Limited Areas appurtenant to the Dwelling Units to replace, repair, and maintain same.

15. Alterations, Additions, and Improvements. No Owner shall make any alterations or additions to the Common Areas or Limited Areas without the prior written approval of the Board of Managers, nor shall any Owner make any alterations to his respective Dwelling Unit or within the boundaries thereof which would adversely affect the safety or structural portion of the Dwelling Unit.

16. Expansion by Sections. Declarant states that there will be no additional section or expansion of Jamestown Estate Condominiums.

17. Percentage Interest. The Owner of each Dwelling Unit shall have the same Percentage Interest and Percentage Vote as all other Owners and there shall be no differentiation based upon the size of such Dwelling Unit. Each Owner shall be equal as to the Percentage Interest and Percentage Vote.

The percentage interest appurtenant to each unit shall be computed so that the total shares equal 100%. The percentage interest and percentage vote shall be expressed as a fraction if necessary when the number of units is not evenly divisible into 100 so that the total interest and vote equals 100% at all times.

18. Easements to and From Additional Sections. In the event all or any part of the additional sections of the tract are not annexed, Declarant reserves unto itself, its successors and assigns, for the use and benefit of that part of the tract not annexed, the right and easement to enter upon the streets and common areas to provide ingress and egress to the additional sections. It is the purpose and intent of the easements herein granted or reserved to provide free and unrestricted use and access across the roadway and sidewalks for the owners and residents of the additional sections, their guests, invitees, and all public and quasi-public vehicles.

The easements granted and reserved in this paragraph 18 shall be easements and covenants running with the land and accruing to the benefit of the additional sections.

19. Insurance.

(a) The Co-Owners, through the association of Co-Owners, shall provide insurance that shall:

- 1) 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 paragraph

18 below; and,

- 2) Contain a "replacement cost endorsement". Such insurance coverage shall be for the benefit of each owner and the association and, if applicable, the owner's mortgage. The proceeds shall be payable to the association who shall hold such proceeds as trustee for the individual owners and mortgagees as their interests appear. The proceeds shall be used or disbursed only in accordance with the provisions of this paragraph 17 and paragraph 18 of the declaration, as applicable, and any surety bond or bonds obtained by the Board covering the officers of "the Regime" as provided in the By-Laws shall specifically include protections for any insurance proceeds so received.

Such insurance shall inure to the benefit of each individual owner, the association, the Board of Managers, and any managing agent or company acting on behalf of the association, as their interests may appear. The Owners, as well as the Lessees, if any, shall be able to recover losses insured where applicable.

Each Owner shall have the right to purchase additional insurance he may deem necessary, and each Owner shall be solely responsible for loss or damage to the contents of his owner dwelling unit, however caused, including all floor and wall coverings, and fixtures and betterments installed by the Owner, and his personal property stored elsewhere on the property. Each owner shall be solely responsible for obtaining his own insurance to cover any such loss and risk including, but not limited to, living expenses.

- (b) The Co-Owners through the association of Co-Owners shall purchase and pay for as part of the common Expenses, a master casualty policy affording fire and extended coverage insurance in an amount equal to the full replacement costs of the improvements that in whole, or in part, comprise the Common Areas and facilities. The Co-Owners through the Association of Co-Owners shall also purchase and pay for as part of the Common Expenses a master liability policy in an amount required by the By-Laws or Declaration as revised from time to time by a decision of the Board of Managers of the association, which policy shall cover the association of Co-Owners, the executive body, if any, of the foregoing with respect to the condominiums, all condominium unit owners and all other persons entitled to occupy any unit or other portions of the condominium. Such other policies as may be required may be obtained and paid for as part of the common Expenses and in amounts as determined by the Board of Managers, by the Co-Owners through the association, including, without limitation, workmen's compensation insurance, liability insurance on motor vehicles owned by the association, specialized policies covering lands or improvements on which the association has or shares ownership or other rights, and officers' and managers' liability policies.

- (c) When any policy of insurance has been obtained by or on behalf of the association of Co-Owners, written notice of the obtainment thereof and of any subsequent changes therein or termination thereof shall be promptly furnished to each CoOwner or Mortgagee whose interest may be affected thereby by the officer required to send notices of meetings of the association of Co-Owners.

20.

Dissaster, Casualty and Restoration.

- (a) In case of fire or any other casualty or disaster, other than complete destruction of all buildings containing the condominium units, the improvements shall be reconstructed and the insurance proceeds applied to reconstruct the improvements.

- (b) In the event of complete destruction of all of the buildings containing condominium units, the building(s) shall not be reconstructed, except as otherwise provided, and the insurance proceeds, if any, shall be divided among the Co-Owner(s) proportioned according to the fair market value of all other condominiums and the property considered as to be removed from the condominium under section 28 of the Act unless by vote of two-thirds (2/3) of all of the Co-Owners a decision is made to rebuild the buildings, in which case the insurance proceeds shall be applied and any excess of construction costs over insurance proceeds shall be contributed as provided herein in the event of less than total destruction of the buildings.

- (c) A determination of total destruction of the buildings containing condominium units shall be determined by a vote of two-thirds (2/3) of all Co-Owners at a special meeting of the association of Co-Owners called for that purpose.
 - (d) Where the improvements are not insured or where the insurance proceeds are not sufficient to cover the cost of repair or reconstruction and the property is not to be removed from the horizontal property regime, the Co-Owners shall contribute the balance of any such costs in the percentage by which a condominium unit owner owns an undivided interest in the Common Areas and facilities as expressed in the Declaration. Such amount shall be assessed as part of the Common Expenses and shall constitute a lien from the time of assessment as provided in Section 24 of the Act.
 - (e) If pursuant to (a), (b) and (c) above, it is not determined by the Co-Owners to rebuild after a casualty or disaster has occurred, then in that event:
 - 1) The property shall be deemed to be owned in common by the condominium unit owners;
 - 2) The undivided interest in the property owned in common which shall appertain to each condominium unit owner shall be the percentage of undivided interest previously owned by such owner in the Common Areas and facilities;
 - 3) Any liens affecting any of the condominium units shall be deemed to be transferred in accordance with the existing priorities to the percentage of the undivided interest of the condominium unit owner in property; and
 - 4) The property shall be subject to an action for partition at the suit of any condominium unit owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the property, if any, shall be considered as one fund and shall be divided among all the condominium unit owners in a percentage equal to the percentage of undivided interest owned by each owner in the property, after first paying out of the respective shares of the condominium unit owners, to the extent sufficient for the purpose, all liens on the undivided interest in the property owned by each condominium unit owner.
21. Sale of Dwelling by Declarant. For the purpose of maintaining the residential character of the Regime, and for the protection of the Co-Owners, Declarant specifically reserves the mode and method of the original sale of each Unit until the last unit in the Regime is sold.
22. Membership in the Co-Owners Association. The Tract is subject to the covenants and restrictions contained herein. For the purpose of this Declaration, upon the recording of this Declaration, all the rights and obligations accruing to a Dwelling Unit shall include, but not be limited to, the obligation to pay the monthly assessments as provided in such Declaration, which monthly assessments are a lien on each Dwelling Unit, and the necessity and right to become a member of the Co-Owners Association, and to have a vote for each Dwelling Unit owned, pursuant to the formula heretofore set out.
23. Covenants and Restrictions. The covenants and restrictions applicable to the use and enjoyment of the Dwelling Units are set forth in the Code of By-Laws of the Co-Owners Association. These Covenants and Restrictions are for the mutual benefit and protection of the present Owners and shall run with the land and inure to the benefit of and be enforceable by the Owner, Co-Owners or by the Association. Present Owners or the Association shall be entitled to injunctive relief against any violation or attempted violation of these provisions, but there shall be no right to reversion or forfeiture of title resulting from such violation.
24. Amendment of Declaration. Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted in the following manner:
 - (a) 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. The amendments to declaration dealing

with the additional sections and reassignment of percentage interest in the respective sections, however, are not subject to the conditions of this section and may be adopted by the Board of Managers without notice.

The restrictions and prohibitions against amendments are further qualified by any right or grant given to the Declarant by virtue of the Agreement of Power of Attorney and Power of Attorney executed by the respective Owners in favor of the Declarant or its assigns, which Agreement and Power of Attorney are again incorporated herein by reference.

- (b) Resolution. A resolution to adopt a proposed amendment may be proposed by the Board of Managers or the Owners of at least a majority of the Percentage Vote.
 - (c) Meeting. The resolution concerning a proposed amendment must be adopted by the designated vote at a meeting duly held in accordance with the provisions of the By-Laws.
 - (d) Adoption. Any proposed amendment to this Declaration must be approved by a vote of not less than a majority of the Percentage Vote.
 - (e) Amendments. No amendment to this Declaration shall be adopted which changes:
 - 1) The Percentage Interest with respect to any Dwelling Unit or the applicable share of an Owner's Liability for the Common Expense without approval of all of the Co-Owners, except as otherwise provided relating to annexation;
 - 2) The provisions of paragraph 16 of this Declaration except by Declarant in the manner provided therein;
 - 3) The provisions of paragraph 17 of this Declaration without the consent of the Declarant.
 - (f) Recording. Each amendment to the Declaration shall be executed by the President and Secretary of the Association and shall be recorded in the Office of the Recorder of Morgan County, Indiana, and such amendment shall not become effective until so recorded.
25. Acceptance and Ratification. All present and future Owners, Mortgagees, tenants, and occupants of the Dwelling Unit shall be subject to and shall comply with the provisions of this Declaration, the Act, the By-Laws appended hereto, and the rules and regulations as adopted by the Board of Managers 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 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 with 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.

26. Rights of Mortgage Purchaser. In the event Federal Home Loan Mortgage Corp. or other purchaser of a mortgage of any property in this Regime should request or require it, the Declarant or Board of Managers may fully satisfy such requirements and the right to act for and on behalf of such Co-Owners with regard to same is hereby conferred, among other things in the Agreement for Power of Attorney and Power of Attorney executed herewith by each Co-Owner.

27. Negligence. Each Owner shall be liable for the expense of any maintenance, repair, or replacement rendered

- necessary by his negligence or by 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 Areas or Limited Areas.
28. Reservation of Rights. Declarant reserves the right to amend this Declaration without consent of the respective Owners until six (6) months after the last Dwelling Unit is sold, the project is turned over to the Co-Owners Association, or January 1, 2023, whichever occurs first. Declarant also reserves the right to determine the mode and method of sale of the Dwelling Units until the last such unit is sold.
29. Costs and Attorneys' Fees. In a proceeding arising because of failure of an Owner to make any payments required or to comply with any provisions 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 default or failure.
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 limited areas or by abandonment of his dwelling unit. Nor does the association waive the right to place a lien on the dwelling unit and foreclose same by failing to do so when payment is not timely made of the common expenses by the owner when due.
31. Severability Clause. 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 affect the rest of this Declaration or the attached By-Laws.
32. Plans. The Plans, as described in paragraph 1(d) of this Declaration, are incorporated into this Declaration by reference and have been filed in the Office of the Recorder of Morgan County, Indiana, as Instrument Number _____ as of _____ 200____ and amended plans as may, from time to time, be so filed pursuant to this declaration, are also incorporated into this declaration.
33. Drainage and Sewer Easements. Declarant hereby reserves the open areas of the Tract as an underlined Drainage and Sewer Easement (D. & S. Easement). In doing so, it is the intention of Declarant to provide the needed flexibility to itself to properly install and allow to be maintained all sewer and drainage services, to the dwelling units constructed. The D. & S. Easement shall include all common areas. No other improvements or permanent structures (excluding walkways, pavement or driveways and fences) shall be placed within the D. & S. Easements and any fences so installed shall be and are expressly subject to the rights (including the right to remove where reasonably necessary without duty of replacement or reimbursement) of any public or private utility to construct, maintain, repair or remove any necessary facilities and the right of Declarant (while he develops the tract) and the Association to provide for and maintain appropriate drainage.
34. Additional Easement Rights. Declarant further reserves unto itself an easement and the full right, title and authority to relocate, alter or otherwise change the location of any drainage, utility, and sewer easement and to grant such further easements, licenses and right-of-way, temporary or permanent, exclusive or non-exclusive, surface or otherwise, as Declarant may deem necessary or appropriate, for ingress, egress, utility and similar purposes on or within the Tract or any portion of the Tract.
- Declarant further reserves the right to more specifically describe or to change the description of any such drainage, utility and sewer easement, or other easement Plat or amendment to the Plat recorded in the Office of the Recorder of Morgan County, Indiana and any Owner of any Dwelling Unit shall take title subject to the rights and easements reserved herein; provided, however, the rights reserved in this Section shall not be exercised in a manner which unreasonably and adversely affects any building or portion thereof or which unreasonably restricts the rights of ingress and egress to any Dwelling Unit. The rights and easements reserved by Declarant in this Section shall run with the land and Declarant's right to further alter or grant easements shall automatically terminate one (1) year after Declarant shall have conveyed the last dwelling unit within the property or on January 1, 2023, whichever first occurs.

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

DODDS PROPERTY MANAGEMENT, LLC.

BY: *James S. Dodds*
Jim Dodds, Manager
AKA James S. Dodds

STATE OF INDIANA)
)SS:
COUNTY OF MORGAN)

Before me, a Notary Public in and for said County and State, personally appeared Jim Dodds, President of Dodds Property Management, LLC, who acknowledged the execution of the above and foregoing Declaration of Horizontal Property Ownership.

Witness my hand and seal this 11 day of August, 2008

Krista Strain
(Signature)

Printed: KRISTA STRAIN

County of Residence: MARION



My commission expires: 10/14/07

THIS INSTRUMENT PREPARED BY:
JIM DODDS
DODDS PROPERTY MANAGEMENT, LLC
MOORESVILLE, IN

EXHIBIT "A"

Legal Description

A part of the West Half of the Southeast Quarter of Section 28, Township 14 North, Range 2 East, Morgan County, Indiana, more particularly described as follows:

Commencing at a brass disk in concrete found at the southwest corner of the above captioned West Half, thence North no degrees no minutes no seconds East, 712.11 feet; thence North 88 degrees 46 minutes 27 seconds East, 35.01 feet to the **POINT OF BEGINNING** of the parcel herein described; thence continue North 88 degrees 46 minutes 27 seconds East, 434.18 feet; thence South no degrees no minutes no seconds West, parallel to the west line of the above captioned West Half, 669.54 feet; thence South 88 degrees 27 minutes 43 seconds West, parallel to the south line of the above captioned West Half, 434.24 feet; thence North no degrees no minutes no seconds East, parallel to the west line of the above captioned West Half, 427.85 feet; thence along a curve, turning to the right, having a radius of 15.00 feet, a central angle of 90 degrees no minutes no seconds, a chord bearing of North 45 degrees no minutes no seconds East, 21.21 feet, an arc distance of 23.56 feet; thence North 90 degrees no minutes no seconds East, 124.57 feet, thence along a curve, turning to the right, having a radius of 50.00 feet, a central angle of 90 degrees no minutes no seconds, a chord bearing of South 45 degrees no minutes no seconds East, 70.71 feet, an arc distance of 78.54 feet; thence South no degrees no minutes no seconds West, parallel to the west line of the above captioned West Half, 132.58 feet; thence with a curve, turning to the right, having a radius of 50.00 feet, a central angle 41 degrees 24 minutes 35 seconds, a chord bearing of South 20 degrees 42 minutes 17 seconds West, 35.36 feet; an arc distance of 36.14 feet; thence with a curve, turning to the left, with a radius of 50.00 feet, a central angle of 262 degrees 49 minutes 09 seconds, a chord bearing of North 90 degrees no minutes no seconds East, 75.00 feet, an arc distance of 229.35 feet; thence with a curve, turning to the right, having a radius of 50.00 feet, a central angle of 41 degrees 24 minutes 35 seconds, a chord bearing of North 20 degrees 42 minutes 17 seconds West, 35.36 feet, an arc distance of 36.14 feet; thence North no degrees no minutes no seconds East, parallel to the west line of the above captioned West Half, 132.58 feet; thence with a curve, turning to the left, having a radius of 100.00 feet, a central angle of 90 degrees no minutes no seconds, a chord bearing of North 45 degrees no minutes no seconds West, 141.42 feet, an arc distance of 157.08 feet; thence South no degrees no minutes no seconds West, 124.57 feet; thence with a curve, turning to the right, having a radius of 15.00 feet, a central angle of 90 degrees no minutes no seconds West, 21.21 feet, an arc distance of 23.56 feet; thence North no degrees no minutes no seconds East, parallel to the west line of the above captioned West Half, 164.05 feet to the point of beginning.

Containing 6.030 acres, more or less. Subject to all legal highways, rights-of-way, easements, covenants and restrictions of record or observable.

UNIT ESTABLISHMENTS

UNIT CONDOMINIUM COMMUNITY SOUTH QUARTER OF SECTION 28, TOWNSHIP 14 NORTH, RANGE 2 EAST, MORGAN COUNTY, INDIANA. UNIT (PUD) RESIDENTIAL PROPERTY OWNERSHIP

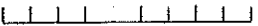
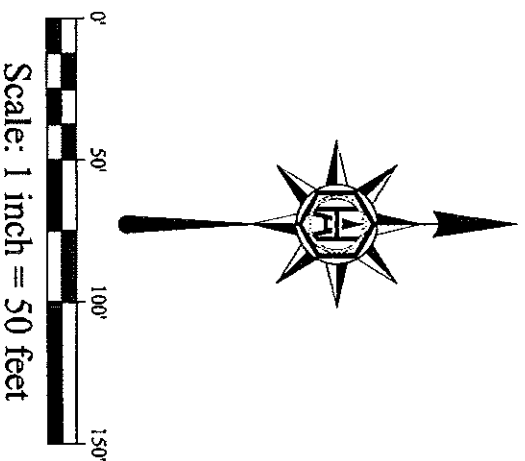
RECORD DESCRIPTION

A PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 14 NORTH, RANGE 2 EAST, MORGAN COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT AN IRON PIPE MARKING THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER, IN THE INTERSECTION OF THE COUNTY ROAD, RUN THENCE NORTH 00 DEGREES 00 MINUTES EAST ON THE WEST LINE OF THE SOUTHEAST QUARTER IN THE COUNTY ROAD FOR 712.11 FEET TO AN IRON PIN; RUN THENCE NORTH 88 DEGREES 46 MINUTES 27 SECONDS EAST ON THE SOUTH LINE OF A 5.0 ACRE TRACT 469.19 FEET TO AN IRON PIN; RUN THENCE SOUTH 00 DEGREES 00 MINUTES WEST AND PARALLEL TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE WEST LINE OF A 12.0 ACRE TRACT RECORDED IN DEED RECORD 237 PAGE 71 FOR 709.55 FEET TO AN IRON PIN ON THE SOUTH LINE OF THE SOUTHEAST QUARTER; RUN THENCE WESTERLY ON SAID SOUTH LINE IN THE COUNTY ROAD FOR 469.25 FEET TO THE PLACE OF BEGINNING

MORE COMMONLY KNOWN AS: 1010 LANDERSDALE ROAD / CAMBY, INDIANA

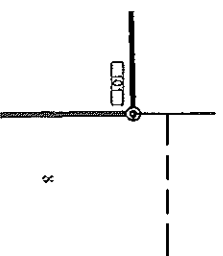
7.628 Acre Total
6.030 Acre Gross (Excluding Right-of-way)
4.692 Acre Net (Excluding Condominiums)



LEGEND

- ▲ RECORD SECTION CORNER ⊙ IRON MONUMENT: FOUND
- △ "ACCEPTED SECTION CORNER" ⊙ IRON PIN W/CAP: SET
SEE SURVEYOR'S REPORT
- ⊗ P.K. NAIL WITH "HOLLOWAY" ● CALCULATED CORNER,
- S0530" WASHER: SET NO MONUMENT SET
- x-x-x- FENCE LINE (R) RECORD DISTANCE, IF ANY

NORTH = 00°00'00" EAST = 90°00'00"
Set iron pins one 5/8" x 30", except in paved areas, in which case the iron pins are 5/8" x 8" or P.K. Nails. Set monuments one flush to 2" below grade in paved and lawn areas and from 4" to 6" above grade in all other areas unless noted otherwise. All monuments marked with cap or washer as "Holloway" S0530". Unless noted as record (R), all distances shown on this plot are measured.



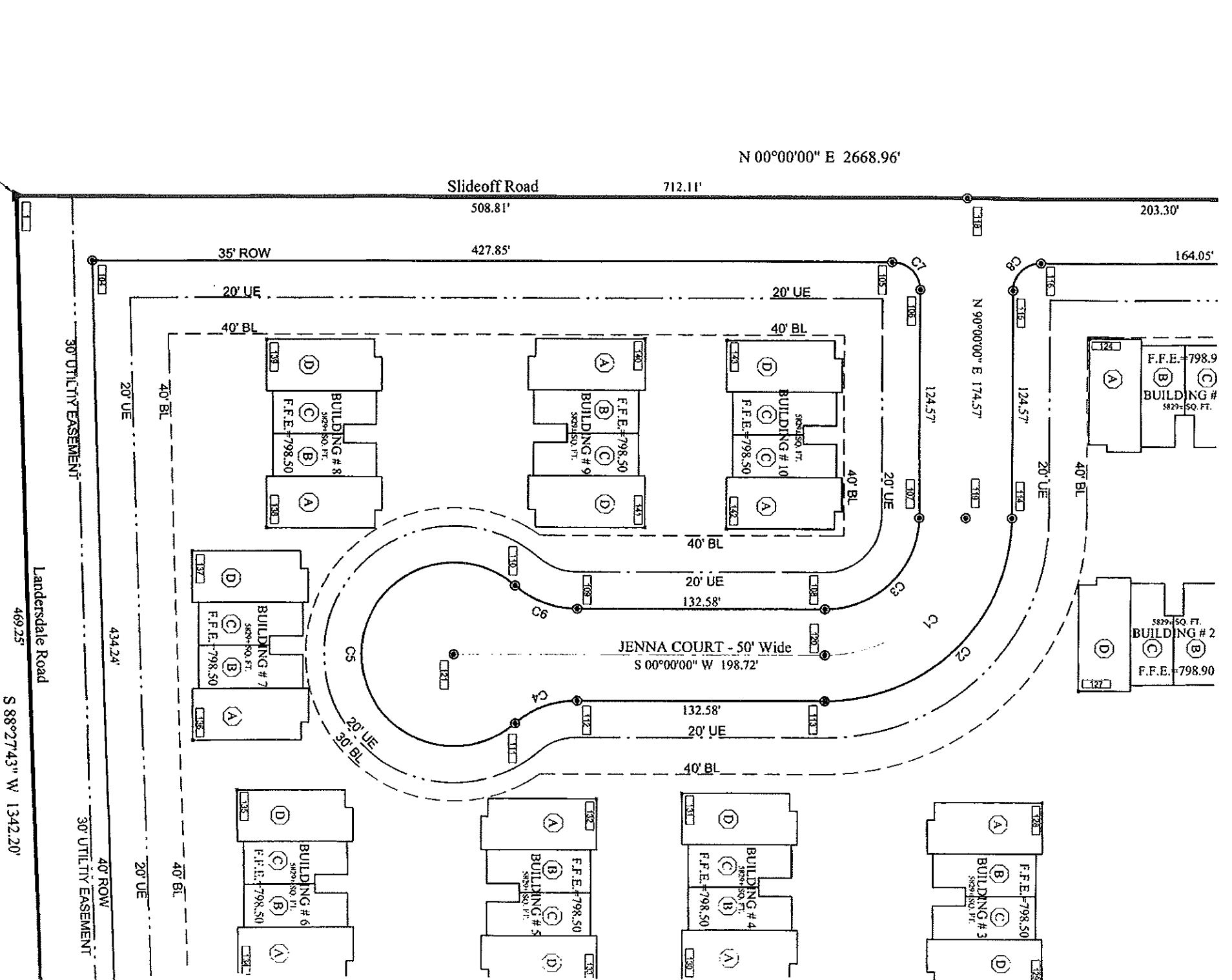
PROJECT NAME:
JAMES TOWN ESTATES
 CONDOMINIUM PLAT
 EXHIBIT "B"
 PLANNING AND MANAGEMENT LTD.

FILE NO.	102442	CBI
DATED	August 27, 2003	
DRAWN BY	R.E.W.	
CHECKED		
REVISED		
REVISED		

RRISON MONUMENT
 COR., W-HP,
 QA, SEC. 28

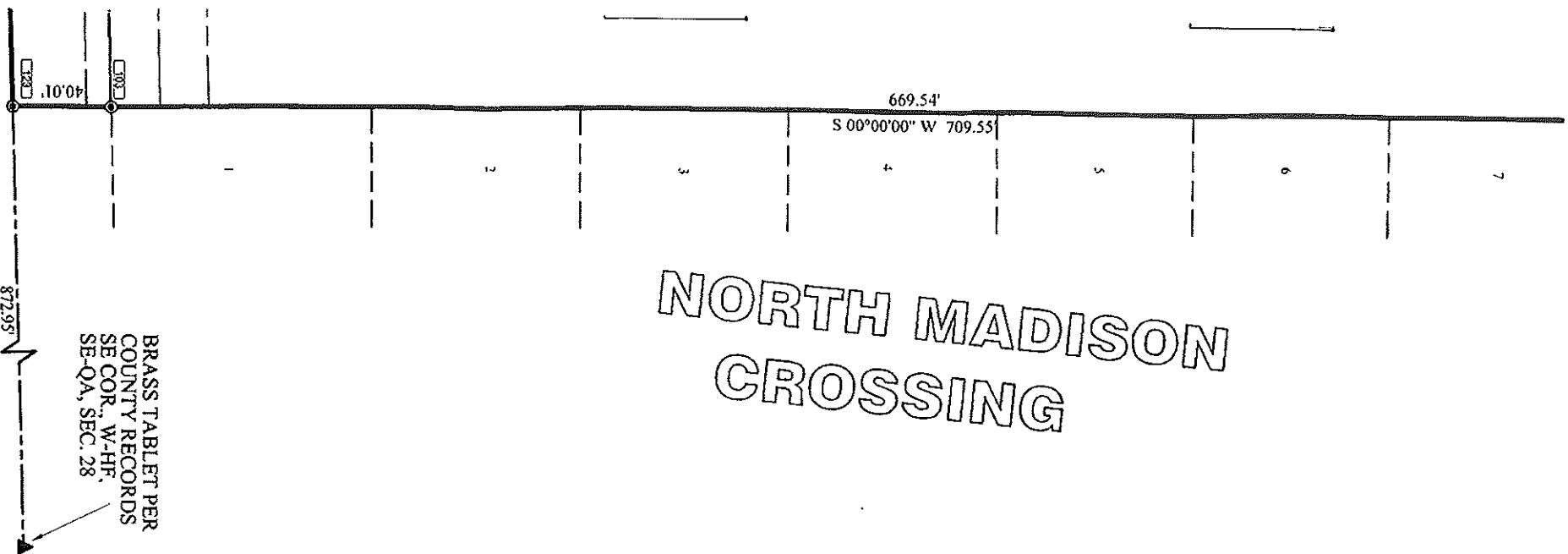
GENERAL NOTES

- 1) The symbol "BL" where shown hereon is an abbreviation for "Building Line".
- 2) The symbol "UE" "DE" and "DUE", where shown hereon are abbreviations for "Utility", "Drainage" and "Drainage and Utility" easement respectively.



14

NORTH MADISON CROSSING



UNIT NO.	AREA (SQ. FT.)	COORDINATE X	COORDINATE Y
1	3092.394	6143.157	
101	3814.541	6612.239	
102	3104.991	6612.239	
103	3145.006	6612.239	
104	3133.548	6178.157	
105	3561.201	6178.157	
106	3576.201	6193.157	
107	3576.201	6317.723	
108	3526.201	6317.723	
109	3393.623	6367.723	
110	3360.552	6355.223	
111	3360.551	6430.223	
112	3393.623	6417.723	
113	3526.201	6417.723	
114	3626.201	6317.723	
115	3626.201	6193.157	
116	3641.201	6178.157	
117	3805.253	6178.157	
118	3601.201	6143.157	
119	3601.201	6317.723	
120	3526.201	6393.723	
121	3327.480	6397.723	
122	3804.504	6143.157	
123	3104.991	6612.239	
124	3667.201	6219.157	
125	3770.121	6219.157	
126	3764.844	6411.889	
127	3661.924	6411.889	
128	3642.985	6472.761	
129	3642.985	6575.681	
130	3449.583	6571.059	
131	3449.583	6571.059	
132	3403.943	6468.119	
133	3403.943	6471.360	
134	3210.541	6574.280	
135	3210.541	6589.637	
136	3187.050	6466.717	
137	3187.050	6439.430	
138	3226.744	6336.510	
139	3226.744	6220.994	
140	3429.639	6220.369	
141	3429.639	6323.289	
142	3473.201	6324.007	
143	3473.201	6221.087	

* SEE COORDINATE BOX FOR LOCATION

SURVEYOR'S CONDOMINIUM CERTIFICATION

I, Ross O. Holloway, an Indiana Registered Land Surveyor, hereby certify that, to the best of my information, knowledge and belief, this plat represents a parcel of land containing ten (10) condominiums, numbered 1 through 10 inclusive, to be known as Jamestown Estates, Section One (1), and the survey of the boundary of said parcel was performed under my direct supervision, in compliance with Title 865, Art. 1, Ch. 12, of the Indiana Administrative Code and that the field work for said survey was completed on June 14, 2003.

Ross O. Holloway
Indiana Registered
Surveyor No. S0530
Dated: August 27, 2003

There are no improvements on parcel as of the date of survey.
Owner of Record: James S. Dodds
(Instrument Number 200308914)

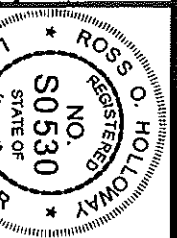
NOTE: APPROVAL OF PLANNED UNIT DEVELOPMENT PLAN
WAS GIVEN BY THE TOWN OF MOORESVILLE ON MARCH
18, 2003 IN ORDINANCE NO. 1-2003 RECORDED AS
INSTRUMENT NO. 200305409.

OWNER: JAMES S. DODDS
DODDS PROPERTY MANAGEMENT, LLC
2300 HANCEL PARKWAY
MOORESVILLE, IN 46158

TIPIERS SIGNATURE

[Signature]

8/27/03



Holloway Associates
PROFESSIONAL CORPORATION
(H A P I N J)
Professional Engineers - Land Surveyors
(317) 831-7918 or (800) 831-7918

