

**CODE OF BY-LAWS  
OF  
JAMISON RESIDENTIAL CONDOMINIUMS  
HORIZONTAL PROPERTY REGIME  
AND OF  
JAMISON RESIDENTIAL CONDOMINIUMS ASSOCIATION, INC**

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**ARTICLE I**

**IDENTIFICATION AND APPLICABILITY**

**Section 1.01 Identification and Adoption**

These By-Laws were adopted by the Board of Directors of Jamison Residential condominiums Association, Inc. (hereinafter referred to as the “Association”) and are annexed to the Declaration of Jamison Residential condominiums Horizontal Property Regime, and are incorporated therein by reference. The definitions and terms as defined and used in the Declaration shall have the same meanings in the By-Laws. Reference is specifically made to paragraph 1 of the Declaration containing definitions of terms. The provisions of these By-Laws shall apply to the Regime, the Property and the administration and conduct of the affairs of the Association.

**Section 1.02 Individual Application**

All of the Owners, future owners, tenants, future tenants, or their guests and invitees or any other person who might use or occupy a Unit or any part of the Property now a part of this Horizontal Property Regime, shall be subject to the rules, restrictions, terms and conditions set forth in the Declaration, these By-Laws and the Act.

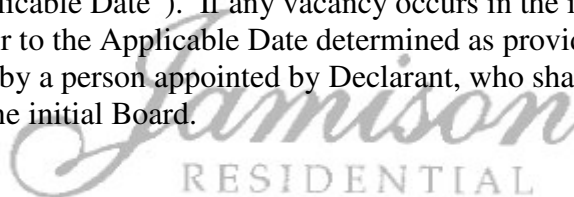
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**ARTICLE II**

**MEETINGS OF THE ASSOCIATION**

**Section 2.01 Purposes of Meetings**

At least annually and at such other times as may be necessary, the meetings of the Owners shall be held for the purpose of electing the Board of Directors, approving the annual budget, providing for the collections of Common Expenses, and for such other purposes as may be required by the Declaration, the By-Laws, or the Act. Notwithstanding anything to the contrary contained in, or any other provisions of these By-Laws or the Declaration or elsewhere, the initial board shall hold office until the earlier of (a) five years from the date of recordation of the Declaration, or (b) the date Declarant does not own any condominium Units, or (c) such earlier date as Declarant may determine (such date when the initial board no longer holds office being herein referred to as the "Applicable Date"). If any vacancy occurs in the initial Board for any reason whatsoever prior to the Applicable Date determined as provided above, every such vacancy shall be filled by a person appointed by Declarant, who shall thereafter be deemed a member of the initial Board.



**Section 2.02 Annual Meetings**

The annual meeting of the members of the Association shall be held on the \_\_\_\_\_ of \_\_\_\_\_ in each calendar year. At the annual meeting the Owners shall elect the Board of Directors of the Association in accordance with the provisions of the these By-Laws and transact such other business as may properly come before the meeting.

**Section 2.03 Special Meeting**

A special meeting of the members of the Association may be called by resolution of the Board of Directors or upon a written petition of the Owners who have not less than a majority of the total Percentage Votes. The resolution or petition shall be presented to the President or Secretary of the Association and shall state the purpose for which the meeting is to be called. No business shall be transacted at a special meeting except as stated in the petition or resolution.

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Section 2.04 Notice and Place of Meeting

All meetings of the members of the Association shall be held at any suitable place in St. Joseph County, Indiana, as may be designated by the Board of Directors. Written notice stating the date, time and place of any meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered or mailed by the Secretary of the Association to each Owner and, if applicable, to any Mortgagee not less than fourteen days prior to the date of such meeting. The notice shall be mailed or delivered to the Owners at their addresses as they appear upon the records of the Association and to each Mortgagee at its address as it appears on the records of the Association. Attendance at any meeting in person or by proxy shall constitute a waiver of notice of such meeting.

Section 2.05 Voting

- (a) Number of Votes. To avoid fractional votes and to facilitate the orderly conduct of the meeting, each Owner shall be entitled to cast one vote reflecting his Percentage Vote.
- (b) Multiple Owner. Where an Owner constitutes more than one person, or is a partnership, there shall be only one voting representative entitled to all the Percentage Vote allocable to that Unit. At the time of acquisition of the title of a Unit by a multiple Owner or partnership, those persons constituting such Owner or the partners shall file with the Secretary of the Association an irrevocable proxy appointing for such Unit, which shall remain in effect until such appointed representative relinquishes such appointment in writing, becomes incompetent, dies or such appointment is otherwise rescinded by order of a court of competent jurisdiction. Such appointed voting representative may grant a proxy to another to vote in his place at a particular meeting or meetings pursuant to paragraph (d) of this Section 2.05, which will not constitute a permanent relinquishment of his right to act a voting representative for the Unit.
- (c) Voting by Corporation or Trust. Where a corporation or trust is an Owner or is otherwise entitled to vote, the trustee may cast the vote on behalf of the trust or the agent or other representative of the corporation duly empowered by the board of directors of such corporation shall cast the vote to which the corporation is entitled.
- (d) Proxy. An Owner may vote either in person or by his duly authorized and designated attorney-in-fact. Where voting is by proxy, the Owner shall duly designate his attorney-in-fact in writing, delivered to the Association prior to the commencement of the meeting. No Owner or other persons may vote more than one proxy at any meeting.

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- (e) Quorum. Except where otherwise expressly provided in the Declaration, these By-Laws or the Act, those representing a majority of the Percentage Votes shall constitute a quorum at all meetings. The terms “majority of Owners”, “majority of the vote”, or “majority of the Percentage Votes”, as used in these By-Laws, shall mean the Owners entitled to not less than Fifty-one Percent (51%) of the Percentage Votes of all Units.
- (f) Conduct of Meeting. The Chairman of each meeting shall be the President of the Association or Vice President in his absence. He shall call the meeting to order at the duly designated time and business will be conducted as appropriate in the following order:
- (1) Reading of Minutes. The Secretary shall read the minutes of the last annual meeting and the minutes of any special meeting held subsequent thereto.
  - (2) Treasurer’s Report. The Treasurer shall report to the Owners concerning the financial condition of the Association and answer relevant questions of the Owners concerning the Common Expenses and financial reports for the prior year and the proposed budget for the current year.
  - (3) Budget. The proposed budget for the current calendar year shall be presented to the Owners for approval or amendment.
  - (4) Election of Board of Directors. Nominations for the Board of Directors may be made by any Owner from those persons eligible to serve. The ballot shall contain the name of each person nominated to serve as a Board member. Each Owner may cast the total number of votes to which he is entitled for as many nominees as are to be elected; however, he may not cumulate his votes. Those persons receiving the highest number of votes shall be elected. Each voting Owner shall sign his ballot.
  - (5) Other Business. Other business may be brought before the meeting only upon a written request submitted to the Secretary of the Association at least ten days prior to the date of the meeting; however, that such written request may be waived at the meeting if agreed by a majority of the vote.
  - (6) Adjournment.

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ARTICLE III

BOARD OF DIRECTORS

Section 3.01 Management

The affairs of the Association and the Regime shall be governed and managed by the Board of Directors (herein collectively called “Board” or “Directors” and individually called “Director”). Except for the initial Board, the Board shall be composed of five persons. Except for the initial Board, which shall be selected by Declarant, each member of the Board shall be a person entitled to cast a vote in the Association and shall be elected by the Owners.

Section 3.02 Initial Board of Directors

The initial Board shall be appointed and may be removed solely by Declarant and consist of three persons as determined by Declarant in Declarant’s sole discretion. The initial Board shall serve until the Applicable Date. The first Board of the Association elected by the Owners at a meeting so called shall assume office immediately after such election. Thereafter, there shall be at least one annual meeting of the members and Board.

Section 3.03 Term of Directors

The Directors (other than the initial Board of Directors) shall be elected for a one year term with the term of office of each Director expiring on the annual meeting of the Board each year.

Section 3.04 Additional Qualifications

Where an Owner consists of more than one person or is a partnership, corporation, trust or other legal entity, then such Owner shall designate a representative to serve on behalf of that Owner. Any vacancy or vacancies occurring in the Board prior to the end of a Director’s term shall be filled by a vote of a majority of the remaining Directors, except for the initial Board whose vacancies shall be filled by Declarant.

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Section 3.05 Removal of Directors

A Director or Directors, except for the initial Board, may be removed with or without cause by vote of a majority of the vote at a special meeting of the Owners duly called and constituted. In such case, his successor shall be elected at the same meeting from eligible Owners nominated at the meeting. A Director so elected shall serve until the next annual meeting of the Owners or until his successor is duly elected and qualified.

Section 3.06 Duties of the Board of Directors

The Board shall provide for the administration of the Regime, the maintenance, upkeep and replacement of the Common Areas and Limited Areas, and the collection and disbursement of the Common Expenses. These duties include, but are not limited to:

- a. protection, surveillance, maintenance, repair and replacement of the Common Areas and Limited Areas and designation of personnel to perform those functions, including a managing agent
- b. procuring of utilities used in connection with the Condominiums, removal of garbage and waste, and snow removal from the Common Areas
- c. landscaping, painting, decorating and furnishing of the Common Areas and where applicable the Limited Areas
- d. surfacing, paving and maintaining streets, parking areas, and sidewalks
- e. washing and cleaning of exterior window surfaces of the Units
- f. assessment and collection from the Owners of the Owners pro rata share of the Common Expenses
- g. preparation of an annual budget, a copy of which will be mailed or delivered to each Owner at the same time as the notice of the annual meeting is mailed or delivered
- h. preparing and delivering annually to the Owners a full accounting of all receipts and expenses incurred in the prior year; such accounting shall be delivered to each Owner simultaneously with delivery of the annual budget

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- i. keeping a current, accurate and detailed record of receipts and expenditures affecting the Condominiums, specifying and itemizing the Common Expenses; all records and vouchers shall be available for examination by an Owner at any time during normal business hours; a procedure for approval of payment vouchers shall be adopted
- j. the establishment of such reserves for replacement, repair or maintenance of the Common Areas and facilities as will be determined adequate by the Board

Section 3.07 Powers of the Board of Directors

The Board shall have such powers as are reasonable and necessary to accomplish the performance of their duties. These powers include, but are not limited to, the power:

- a. to employ a managing agent or real estate management company to assist the Board in performing its duties; provided, however, that any management agreement shall be terminable by the Association for cause of thirty (30) days written notice and any such agreement may not exceed one year, renewable by agreement of the parties of successive one year periods;
- b. to purchase for the benefit of the Owners such equipment, materials, labor and services as may be necessary in the judgment of the board;
- c. to procure for the benefit of the Owners fire and extended coverage insurance covering the Building and the Property to the full insurable value thereof and to procure public liability and property damage insurance and for the benefit of the Owners and the Association;
- d. to employ legal counsel, architects, contractors, accountants and others as in the judgment of the Board may be necessary or desirable in connection with business and affairs of the Condominiums;
- e. to include the costs of all of the above and foregoing as Common Expenses and to pay all of such costs therefrom, approving payment vouchers submitted for all expenses incurred and bills submitted, which vouchers shall be approved by the President and Treasurer of the Board each month in writing;
- f. to open and maintain a bank account or accounts in the name of the Association;

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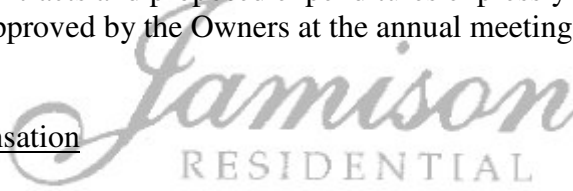
- g. to adopt, revise, amend and alter from time to time reasonable rules and regulations with respect to use, occupancy, operation and enjoyment of the Property, which rules shall be adopted at regular or special meetings of the Board with notice posted in advance to advise Owners that such matters are under consideration.

Section 3.08   Limitation of Board Action

The authority of the Board to enter into contracts shall be limited to projects involving a total expenditure of less than \$10,000.00 without obtaining the prior approval of a majority of the Percentage Votes, except in the following cases:

- a. contracts for replacing or restoring portions of the Common Areas or Limited Areas damaged or destroyed by fire or other casualty where the cost thereof is payable out of insurance proceeds actually received;
- b. proposed contracts and proposed expenditures expressly set forth in the annual budget as approved by the Owners at the annual meeting.

Section 3.09   Compensation



No Director may receive compensation for his services as such except to such extent as may be expressly authorized by a majority of the Owners.

Section 3.10   Meetings

Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of Directors. The Secretary shall give notice of regular meetings of the Board to each Director personally or by United States mail at least five days prior to the date of such meeting.

Special meetings of the Board may be called by the President or any two members of the Board. The person or persons calling such meeting shall give written notice thereof to the Secretary who shall either personally or by mail and at least three days prior to the date of such special meeting, give notice to the Board members. The notice of the meeting shall contain a statement of the purpose for which the meeting is called. Such meeting shall be held at such place and at such time within St. Joseph County, Indiana, as shall be designated in the notice.

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Section 3.11 Waiver of Notice

Before any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. The presence of any Director at a meeting shall, as to such Director, constitute a waiver of the time, place and purpose thereof. If all Directors are present at any meeting of the Board, no notice will be required and any business may be transacted at such meeting.

Section 3.12 Quorum

At all meetings of the Board a majority of the Directors shall constitute a quorum for the transaction of business and the votes of the majority of Directors present at a meeting at which a quorum is present shall be the decision of the Board.

Section 3.13 Non-Liability of Directors

The Directors will not be liable to the Owners for any error or mistake of judgment exercised in carrying out their duties and responsibilities as Directors, except for their own individual willful misconduct, bad faith or recklessness. The Owners shall indemnify and hold harmless each of the Directors against any and all liability to any persons, firm or corporation arising out of contracts made by the Board on behalf of the Association, unless any such contract has been made in bad faith or contrary to the provision of the Act, Declaration or By-Laws. It is intended that the Directors will have no personal liability with respect to any contract made by them on behalf of the Association and that in all matters the Board is acting for and on behalf of the Owners and as their agent. The liability of any Owner arising out of any contract made by the Board or out of the aforesaid indemnity in favor of the Directors shall be limited to such percentage of the total liability or obligation thereunder as is equal to his Percentage Interest. Every contract made by the Board or the managing agent on behalf of the Association shall provide that the Board of Directors and the managing agent, as the case may be, is acting as agent for the Owners and will have no personal liability thereunder, except in their capacity as Owners and then only to the extent of their Percentage Interest.

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Section 3.14 Additional Indemnity of Directors

The Owners shall indemnify any person, his heirs, assigns and legal representatives, made a party to any action, suit or proceeding for any acts or omissions in the course of duties as a Director of the Association, against the reasonable expenses, including attorneys fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except as otherwise specifically provided herein in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Director is liable for gross negligence or conduct outside the scope of his duties. The Owners shall also reimburse any such Director for the reasonable costs of settlement of or judgment rendered in any action, suit or proceeding.



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ARTICLE IV

OFFICERS

Section 4.01 Officers of the Association

The principal officers of the Association shall be the President, Vice President, Secretary and Treasurer, all of whom shall be elected by the board. The Directors may appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary. Any two or more offices may be held by the same person, except that the duties of the President and Secretary may not be performed by the same person.

Section 4.02 Election of Officers

The officers of the Association shall be elected annually by the Board at the initial meeting of each new Board. Upon an affirmative vote of a majority of all members of the Board, any officer may be removed either with or without cause and his successor elected at any Regular Meeting of the Board or at any Special Meeting of the Board called for such purpose.

Section 4.03 The President

The President shall be elected from among the Directors and shall be the chief executive officer of the Association. He shall preside at all meeting of the Association and of the Board, shall have and discharge all the general powers and duties usually vested in the office of President or chief executive officer of an association or a stock corporation organized under the laws of Indiana, including but not limited to the power to appoint committees from among the Directors or Owners as he may deem necessary to assist in the affairs of the Association and to perform such other duties as the Board may from time to time prescribe.

Section 4.04 The Vice President

The Vice President shall be elected from among the Directors and shall perform all duties incumbent upon the President during the absence or disability of the President. The Vice President shall also perform such other duties as these By-Laws prescribe or as shall, from time to time, be imposed upon him by the Board or by the President.

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Section 4.05   The Secretary

The Secretary shall be elected from among the Directors. The Secretary shall attend all meetings of the Association and of the Board and shall keep or cause to be kept a true and complete record of the proceedings of such meetings, shall perform all other duties incident to the office of the Secretary, and such other duties as from time to time may be prescribed; by the Board. The Secretary shall specifically see that all notices of the Association or the Board are duly given, mailed or delivered, in accordance with the provisions of these By-Laws.

Section 4.06   The Treasurer

The Board shall elect from among the Directors a Treasurer who shall maintain a correct and complete record of accounts showing accurately at all times the financial condition of the Association, and such other duties incident to the office of Treasurer. He shall be the legal custodian of all monies, notes, securities, and other valuables which may from time to time come into possession of the Association. He shall immediately deposit all funds of the Association coming to his hands in some reliable bank or other depository to be designated by the Board and shall keep such bank account in the name of the Association.

Section 4.07   Assistant Officers

The Board may, from time to time, designate and elect from the Owners an Assistant Secretary and Assistant Treasurer who shall have such powers and duties as the officers whom they are elected to assist shall delegate to them and such other powers and duties as these By-Laws or the Board may prescribe.

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**ARTICLE V**

**ASSESSMENTS**

Section 5.01 Annual Accounting

Annually, after the close of each calendar year and prior to the date of annual meeting of the Association, the Board shall cause to be prepared and furnished to each Owner a financial statement prepared by a certified public accountant then serving the Association, which statement shall show all receipts and expenses received, incurred and paid during the preceding calendar year.

Section 5.02 Proposed Annual Budget

Annually, on or before the date of the annual meeting of the Association, or the Board shall cause to be prepared a proposed annual budget for the ensuing calendar year estimating the total amount of Common Expenses for the ensuing year, including reserves for replacement, and furnish a copy of such proposed budget to each Owner prior to the annual meeting. The annual budget shall be submitted to the Owners at the annual meeting of the Association for adoption and, if so adopted, shall be the basis for the Regular Assessments (hereinafter defined) for the ensuing calendar year. At the annual meeting of the Owners, the budget may be approved in whole or in part or may be amended in whole or in part by a majority of the Percentage Votes cast at the meeting; provided, however, that in no event may the annual meeting of the Owners be adjourned until an annual budget is approved and adopted at such meeting, either the proposed annual budget or the proposed annual budget as amended. The annual budget, the Regular Assessments and all sums assessed by the Association shall be established by using generally accepted accounting principles applied on a consistent basis. The annual budget and the Regular Assessments shall, in addition, be established to include the establishment and maintenance of an adequate replacement reserve fund for capital expenditures and replacement and repair of the common Areas, which replacement reserve fund shall be used for those purposes and not for usual and ordinary repair expenses of the Common Areas. Such replacement reserve fund for capital expenditures and replacement and repair of the Common Areas shall be maintained by the Association in a separate interest bearing account or accounts with one or more banks or savings and loan associations authorized to conduct business in St. Joseph County, Indiana, selected from time to time by the Board. The failure or delay of the Board to prepare a proposed annual budget and to furnish a copy thereof to the Owners will not constitute a waiver or release in any manner of the obligations of the Owners to pay the Common Expenses as herein provided whenever determined. Whenever, whether before or after the annual

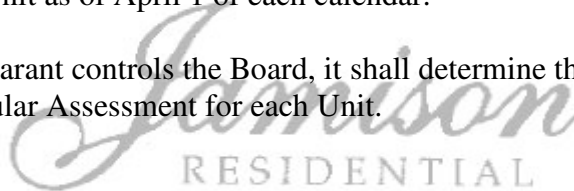
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meeting of the Association, there is no annual budget approved by the Owners as herein provided for the current year, the Owners shall continue to pay Regular Assessments based upon the last approved budget or, at the option of the Board, based upon 110% of the last approved budget as a temporary budget.

Section 5.03 Regular Assessments

The annual budget as adopted shall contain a proposed assessment against each Unit based on the Percentage Interest of each Unit. Immediately following the adoption of the annual budget, each Owner shall be given written notice of such assessment against each respective Unit (herein called the "Regular Assessment"). The Regular Assessment against each Unit shall be paid in equal monthly installments, commencing on the first day of March of such calendar year and on the first day of each calendar month thereafter through and including the following twelve months. Payment of the monthly installments of the Regular Assessment shall be made to the Board or the managing agent, as directed by the Board. The Regular Assessment for each year shall become a lien on each separate Unit as of April 1 of each calendar.

During the period Declarant controls the Board, it shall determine the annual budget and the amount of the Regular Assessment for each Unit.



Section 5.04 Special Assessments

From time to time expenses of an annual or extraordinary nature or not otherwise anticipated may arise, including but not limited to assessments for the Association's maintenance or repair of Limited Areas which Owners have refused to repair and maintain. At such time and without the approval of the Owners, unless otherwise provided in these By-Laws, the Declaration or the Act, the Board shall have the full right, power and authority to make special assessments which, upon resolution of the Board, shall become a lien on each Unit, prorated in accordance with the Percentage Interest of each Unit (herein called "Special Assessment").

Section 5.05 Failure of Owner to Pay Assessment

Each Owner shall be personally liable for the payment of all Regular and Special Assessments, and all such Assessments shall become a lien on the Unit to which they pertain from the date of assessment until paid in full. Where the Owner constitutes more than one person, the liability of such persons shall be joint and several. If any Owner fails, Refuses or neglects to make any payment of any Regular or Special Assessment when due, the lien for such Assessment on the Unit may be filed and foreclosed by the

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Board for and on behalf of the Association as provided by law, which lien shall be prior to all other liens on said Unit except for the lien for real estate taxes and all sums unpaid on the first mortgage of record, recorded prior in time to said date of assessment, to which such lien shall be junior. Upon any payment of a Regular or Special Assessment being past due by more than ten days, the Association may declare all unpaid installment of Regular or Special Assessments due and payable immediately and the sum of all such Assessments shall be the amount of the lien described herein. The amount of said lien shall increase as additional Assessments are made which are unpaid, and interest at a rate equal to the prime interest rate charged by First Interstate Bank of Northern Indiana, N. A., South Bend, Indiana, to its most creditworthy commercial borrowers as of the date the lien is filed of record. In any action to foreclose the lien for Assessments, the Owner and occupant shall be jointly and severally liable for the payment to the Association of reasonable rental for such Unit and the Board shall be entitled to the appointment of a receiver for the purpose of preserving the Unit and to collect the rentals and other profits therefrom for the benefit of the Association to be applied to the unpaid Regular and Special Assessments. The Board may, at its option, bring a suit to recover a money judgment for any unpaid Regular or Special Assessment without foreclosing or waiving the lien securing the same. In any action to recover a Regular or Special Assessment, whether by foreclosure or otherwise, the Board, for and on behalf of the Association, shall be entitled to recover costs and expenses of such action incurred, including but not limited to reasonable attorneys' fees, from the Owner of the subject Unit.

Notwithstanding anything contained in this section or elsewhere in the Declaration and these By-Laws, any sale or transfer of a Unit to a Mortgage pursuant to a foreclosure on its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in the manner provided by law with respect to mortgage foreclosures shall extinguish the lien of any unpaid installment of any Regular Assessment or Special Assessment as to such installments which became due prior to such sale, transfer or conveyance; provided, however, that the extinguishments of such lien will not relieve the prior Owner from personal liability therefore. No such sale, transfer or conveyance will relieve the unit or the purchases at such foreclosure sale, or grantee in the event of conveyance in lieu thereof, from liability for any installments of Regular Assessments or Special Assessments thereafter becoming due or from the lien therefor. Such unpaid share of any Regular Assessment or Special Assessments, the lien for which has been divested as aforesaid, shall be deemed to be a Common Expense, collectible from all Owners (including the party acquiring the subject Unit from which it arose), as provided in the Act.

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Section 5.06 Regular Assessment Prior to Applicable Date

During the period that the Declarant is constructing the Condominiums it will be difficult to accurately allocate the Common Expenses to the individual Units. The purpose of this section is to provide for the maintenance and upkeep of the Condominiums and for the payment of the Common Expenses during the period prior to the Applicable Date. Accordingly, and notwithstanding any other provision contained in the Declaration, these By-Laws, the Act or otherwise, prior to the Applicable Date the annual budget and all Regular Assessments and Special Assessments shall be established by the initial Board without meetings of or concurrence of the Owners; provided, however, the Regular Assessments shall be determined in accordance with the provisions contained in this Section 5.06

The annual Regular Assessment shall include such amount to be deposited into a reserve fund for maintenance, repairs or replacement of Common Areas and Limited Areas that must be repaired and replaced on a periodic basis, as the Board determines necessary.

That portion of the Regular Assessment collected by the Declarant prior to the Applicable Date pertaining to the replacement reserve shall be held by the initial Board and, if required, applied to the replacement of the Property. To the extent that such replacement reserve is not so applied, the balance thereof shall be retained by the Association at the Applicable Date.

Payment of the Regular Assessment prior to the Applicable Date with respect to each Unit shall commence on the date of conveyance by Declarant to such new Owner. The first payment shall be payable on the date of conveyance prorated to the first date of the calendar month next ensuing. Thereafter, payment of the Regular Assessment shall be paid the first day of each calendar month during the period prior to the Applicable Date.

Section 5.07 Maintenance and Repairs

Every Owner shall promptly perform all maintenance and repair within his own Unit which, if neglected, would affect the value of the Property and is the responsibility of the Owner to make personally. Such maintenance and repairs include, but are not limited to, internal water lines, telephone, plumbing, electric lines, appliances, gas lines, air conditioning, doors, windows, lamps and all other accessories belonging to the Owner and appurtenances to the Unit. The Association shall have a reasonable right of entry upon each Unit to effect emergency or other necessary repairs which the Owner of the Unit fails to perform.

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**ARTICLE VI**

**RESTRICTIONS OF USE**

Section 6.01 Restrictions of Use

The following restrictions on the use and enjoyment of the Unit, common Areas, Limited Areas and the Property shall be applicable to the Regime, the Units and the Owners and in addition to those set forth in the Declaration. These are as follows:

- (a) All Units shall be exclusively for residential purposes and no Unit may be partitioned or subdivided.
- (b) No additional Buildings may be erected or located on the Tract other than the Buildings designated in the Declaration and shown on the Plans without the consent of the Board except as designated on amendments thereto.
- (c) Nothing may be done or kept in any Unit or in the Common Areas or Limited Areas which will cause an increase in the rate of insurance on any Building or the contents thereof. No Owner may permit anything to be done or kept in his Unit or in the Common Areas or Limited Areas which will result in a cancellation of insurance on any Building or Unit or contents thereof, or which would be in violation of any law or ordinance.
- (d) No waste may be committed in the Unit, Common Areas or Limited Areas.
- (e) No Owner may cause or permit anything to be hung or displayed on the outside of the windows or placed on the outside walls of a Building, and no sign, awning, canopy, shutter or radio or television antenna or other attachment or thing shall be affixed to or placed upon exterior walls or roof or any other parts of any Building without the prior consent of the Board.
- (f) No pets, animals, livestock or poultry of any kind may be raised, bred or kept in any Unit or in the Common Areas or Limited Areas.
- (g) Nothing may be done or permitted in any Unit which impairs the structural integrity of any Building or which structurally would change any Building, except as otherwise provided in the Declaration or these By-Laws.
- (h) No clothes, sheets, blankets, rugs, laundry or other things may 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 materials.

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- (i) No “for sale”, “for rent” or “for lease” signs or other window or advertising display may be maintained or permitted on any part of the Property or any Unit without the prior consent of the Board, provided, however, that the right is reserved by the Declarant and the Board to place or allow to be placed “for sale” or “for lease” signs on any unsold or unoccupied Units.
- (j) All Owners and members of their families, their guests, or invitees, and all occupants of any Unit or other persons entitled to use the same and to use and enjoy the Common Area or any part thereof, shall observe and be governed by such rules and regulations as may from time to time be promulgated and issued by the Board governing the operation, use and enjoyment of the Common Areas and Limited Areas.
- (k) No boats, campers, trailer of any kind, buses, mobile homes, trucks, motor homes, mini homes or other similar vehicles or any other unconventional vehicles of any description, may be permitted, parked or stored anywhere with the Property.
- (l) No Owner may plant trees, landscape or do any gardening in any of the Common Areas or Limited Areas without prior written approval of the Board.
- (m) No Owner may place or cause to be placed in the lobbies, vestibules, stairways, hallways or areas of similar nature and use for similar purposes, both Common Areas and Limited Areas, any furniture, packages, or objects of any kind, without the prior written consent of the Board.

**Section 6.02 Right of Entry**

An Owner or occupant of a Unit hereby grants a right of entry to the Owner’s Unit to the managing agent or any other person authorized by the Board in case of any emergency originating in or threatening his Unit or the Building in which it is located. This right is an irrevocable license to enter the Unit for such purposes. Any Owner shall permit other persons, or their representatives when so required, to enter his Unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, or to make structural repairs, provided that requests for the entry are made in advance and that such entry is as a time convenient to the Owner. In case of emergencies, such right of entry shall be immediate.

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Section 6.03 Right of Board to Adopt Rules and Regulations

The Board may promulgate such additional rules and regulations regarding the operations of the Property, including but not limited to the use of the Common Areas and Limited Areas, as it may deem necessary from time to time and such rules and regulations as adopted may be amended by a vote of a majority of the Board and copies of such rules shall be delivered or mailed promptly to all Owners. No such rules or regulations, or any other condition or restriction, may require an Owner to use an exclusive rental agent prescribed by the Board or to lease a Unit for any prescribed period of time.



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**ARTICLE VII**

**AMENDMENT TO BY-LAWS**

Section 7.01 Amendment to By-Laws

These By-Laws may be amended by a vote of not less than Seventy-five Percent (75%) of the Percentage Votes cast by Owners present in person or by proxy at a meeting duly called for such purpose after notice to all Owners in accordance with these By-Laws. Until the Applicable Date, Declarant may make amendments to these By-Laws in order to correct any mistakes therein and to make other amendments which do not materially affect the right of any Owners or Mortgagees. No consent by any Owner will be required for any such amendment prior to the Applicable Date. No Special Assessment may be imposed without the consent of the Declarant prior to the Applicable Date.



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ARTICLE VIII

MORTGAGES

Section 8.01 Notice to Association

Any Owner who places a first mortgage lien upon his Unit or the mortgagee shall notify the Association and provide the name and address of the mortgagee. A record of such mortgagee and its name and address shall be maintained by the Association and any notice required to be given to the mortgagee pursuant to the terms of the Declaration or these By-Laws shall be deemed effectively given if mailed to such mortgagee at the address shown on such record in the time provided. Unless notification of any such mortgage and the name and address of the mortgagee are furnished to the Association, either by the Owner or the mortgagee, no notice to any mortgagee as may be otherwise required by the Declaration or these By-Laws shall be required and no such mortgagee will be entitled to vote on any matter to which he otherwise may be entitled by virtue of the Declaration or By-Laws or proxy granted to such mortgagee in connection with the mortgage.

Section 8.02 Notice of Unpaid Assessments

The Association shall, upon receipt of a mortgagee, a proposed mortgagee or purchaser who has a contractual right to purchase a Unit, furnish to such mortgagee or purchaser a statement setting forth the amount of unpaid Regular or Special Assessments against the Unit, which statement shall be binding upon the Association and the Owners, and any Mortgagee or grantee of the Unit will not be liable for, nor will the Unit conveyed be subject to a lien for any unpaid Assessments in excess of the amount set forth in such statement.

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ARTICLE IX

MISCELLANEOUS

Section 9.01 Miscellaneous

Except for those portions which the Board of Directors is required to maintain and repair hereunder, each Owner shall at the Owner's expense keep the interior of his unit and its equipment and appurtenances in good order, condition and repair, in a clean and sanitary condition, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of the Unit. In addition to decorating and keeping the interior of the Unit in good repair, the Owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heaters, furnaces, lighting fixtures, refrigerators, air conditioning units and appurtenant parts, dish washers, disposals or ranges that may be in or connected with the Unit. The Board will not be responsible to the Owner for loss or damage by theft or otherwise of articles which may be stored by the Owner in the balcony deck, deck, storage bin, or Unit.

The logo for Jamison Residential, featuring the word "Jamison" in a large, elegant, cursive script font, with the word "RESIDENTIAL" in a smaller, all-caps, sans-serif font directly beneath it.

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**Amendment to Bylaws: Section 3.10**

**Section 3.10 Meetings.** Regular meetings of the Board may be held at such time and place, or in such manner, as shall be determined from time to time by a majority of Directors. Any member shall give notice of regular meetings of the Board to each Director by mail deposited in the United States post office at least five days prior to such meetings or by any of following means at least three days before such meeting: telephone, e-mail, facsimile, or personally.

Special meetings of the Board may be called by the President or any two members of the Board. The person or persons calling such meeting shall cause notice to be given as provided in the foregoing paragraph, except that no more than a 24-hour notice shall be required. The notice of the place of the meeting shall contain a statement of the purpose for which the meeting is called. Such meeting shall be held at such place and at such time within St. Joseph County, Indiana, as shall be designated in the notice.

**Section 3.11 Waiver of Notice.** Before any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. The presence or participation of a Director in a meeting shall, as to such Director, constitute a waiver of the time, place, purpose, and manner thereof. If all Directors are present or participate in any meeting of the Board, no notice will be required and any business may be transacted at such meeting.

**Rationale for change:** Such a change, especially the use of e-mail for correspondence, will facilitate the work of the Board members who live hundreds of miles apart by saving them time and money.

The above amendment was approved by a vote of the membership on November 16, 2001 by a vote of twenty-four (24) for and two (2) against.

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**Section 3.03 Term of Directors**

The Directors (other than the initial Board of Directors) shall be elected for a two-year term with the term of office of each Director expiring on the annual meeting of the Board two years after their election. In every even numbered year, two directors shall be elected, and in every odd numbered year, three directors shall be elected. In the election to be held in 2002, two (2) directors shall be elected to a two (2) year term, and three (3) directors shall be elected to a one (1) year term.

**Rationale for change:**

In order to preserve continuity amongst the Board of Directors and the business affairs of the association from year to year, and ensure smooth transitions to newly elected board members.

The above amendment was approved by a vote of the membership on October 11, 2002 by a vote of twenty-four (24) for and two (2) against.



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**Section 5.05 Failure of Owner to Pay Assessment**

In any action to recover a Regular or Special Assessment, whether by foreclosure or otherwise, the Board, for and on behalf of the Association, shall be entitled to recover costs and expenses of such action incurred, including but not limited to reasonable attorneys' fees, from the Owner of the subject unit.

*This addition, and shall be inserted immediately following the above:*

**Section 5.05 Failure of Owner to Pay Assessment(addendum)**

The Board, for and on behalf of the Association, shall also be entitled to recover all expenses incurred by it, including reasonable attorney's fees, to recover or collect unpaid Regular or Special assessments, whether or not a legal action has been instituted.

The above amendment was approved by a vote of the membership on October 11, 2002 by a vote of twenty-four (24) for and two (2) against.

The logo for Jamison Residential features the word "Jamison" in a large, elegant, cursive script font. Below it, the word "RESIDENTIAL" is written in a smaller, all-caps, sans-serif font.