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AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
FOR THE FOREST AT EDISON LAKES P.U.D.

WHEREAS, THE FOREST L.P., an Indiana Limited Partnership, referred to as "Declarant" in the original "Declaration of Protective Covenants and Restrictions for The Forest at Edison Lakes P.U.D.", hereinafter referred to as the "Original Declaration", which document was dated November 18, 1992, which document was placed of record in the records of the Recorder of St. Joseph County, Indiana, on November 19, 1992 and which document was re-recorded in the records of the Recorder of St. Joseph County, Indiana, on April 12, 1993 as Document No. 9311475, as amended on April 12, 1993 by Amendment recorded November 30, 1998 as Document No. 9861877 in the Office of the Recorder of St. Joseph County and sets forth certain restrictions and covenants pertaining to a certain residential subdivision located in St. Joseph County, Indiana, known as The Forest at Edison Lakes; and

WHEREAS, a Declaration of Protective Covenants and Restrictions for The Forest at Edison Lakes P.U.D. Phases II and III dated September 18, 1997 was placed of record in the records of the Recorder of St. Joseph County, Indiana on September 19, 1997 as Document No. 9738381, subsequently amended on November 4, 1998 by Amendment recorded November 30, 1998 as Document No. 9861876 in the Office of the Recorder of St. Joseph County, Indiana; and

WHEREAS, the Original Declaration was amended by document dated November 12, 1996, which document was placed of record in the records of the Recorder of St. Joseph County, Indiana on November 14, 1996 as Document No. 9645529; and

WHEREAS, the Original Declaration, as amended, provides in Paragraph 35 that after the Turnover Date, the Original Declaration, as amended, may be amended at any time by the recording of an amendment executed by the owners of not less than Seventy-five (75%) percent of the homesites in the Property; and

WHEREAS, the Turnover Date, as defined in the Original Declaration, as amended, is the first to occur of the following events: (1) the date upon which the written turnover of the control of the Association is signed by the Declarant and recorded in the Office of the Recorder of St. Joseph County, Indiana; (2) the date Declarant no longer owns any homesites; or (3) December 3, 1999, and the date of December 3, 1999 having occurred, the Original

Declaration, as amended, may now be amended at any time by the recording of such amendment authorized by the owners of not less than Seventy-five (75%) percent of the homesites in the Property; and

WHEREAS, the present owners of the homesites in the Property desire to further amend the Original Declaration as amended.

NOW, THEREFORE, the owners of not less than Seventy-five (75%) percent of the real estate located in St. Joseph County, Indiana, more particularly described on Exhibit "A", attached hereto and hereinafter referred to as the "Property", desire to amend the Original Declaration of Protective Covenants and Restrictions for The Forest at Edison Lakes P.U.D., as amended, and to restate the Declaration of Protective Covenants and Restrictions for The Forest at Edison Lakes P.U.D. in its entirety so that this instrument shall constitute the amended and restated Declaration of Protective Covenants and Restrictions for The Forest at Edison Lakes P.U.D. and that all homesites which are part of the Property shall be held and conveyed subject to the terms and conditions of this Amended and Restated Declaration of Protective Covenants and Restrictions of The Forest at Edison Lakes P.U.D., the "Restated Declaration" and also sometimes referred to herein as the "Declaration", which shall run with the land and be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns and shall inure for the benefit of each Owner, as hereinafter defined, as follows:

1. Definitions. The following terms as used in this Declaration, unless the context clearly requires otherwise, shall mean the following:

- a. "Articles of Incorporation" means the Articles of Incorporation of the Association. The Articles of Incorporation are incorporated herein by reference.
- b. "Association" means The Forest Carriage Home Association, Inc., its successors and assigns, a not-for-profit corporation whose Members shall be the Owners of the Homesites.
- c. "Board of Directors" means the governing body of the Association elected by the Members in accordance with the By-Laws of the Association.
- d. "The Forest at Edison Lakes" is the name by which the Property, which is the subject of this Declaration, shall be known.
- e. "By-Laws" shall mean the By-Laws of the Association and shall provide for the election of directors and officers and other governing officials of the Association. The By-Laws are incorporated herein by reference.
- f. "Common Expenses" includes but is not limited to expenses for the administration of the Association, for the upkeep, maintenance, repair and insurance and other expenses of the Association as provided herein and in the By-Laws.
- g. "Dwelling Unit" or "Unit" means the structure used as a residential living unit located upon a Homesite, including the garage and any appurtenances.
- h. "Declarant" shall refer to the signatories hereto and their successors and assigns as their interests may appear.

- i. "Fractional Interest" pertaining to each Homesite shall be equal to the quotient of (i) one divided by (ii) the total number of Homesites subject to this Declaration as of the date of determination.
- j. "Homesite" means any plot of ground designated as a lot in a recorded plat of the Property. When Homesite is used, it shall be deemed to include the lot and the Dwelling Unit located thereon.
- k. "Lakes" shall mean "Cedar Lake", "Lake Rockwood", "Sunrise Bay", "Lake George" and "Little Lake George" as illustrated on Exhibit B hereto.
- l. "Lake Lot" shall mean those lots in the Property and any additions thereto, any portion of which lies within the boundaries of a Lake.
- m. "Member" means a member of the Association.
- n. "Mortgagee" means the holder of a first mortgage lien on a Homesite.
- o. "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity of any combination thereof who owns the fee simple title to a Homesite.
- p. "Plat" means the plat of the Property prepared by Edward M. Fisher under date of June 10, 1992 and recorded on July 7, 1992 as Document No. 9224148 in the Office of the Recorder of St. Joseph County, Indiana, and also refers to additional and supplemental plats covering the Property and any additional plats adjacent to this Property developed by Declarant, which are a part of The Forest at Edison Lakes.
- q. "Streets" shall mean "Pine Top Trace" and "Cedar Springs" as shown on the Plat.

2. Declaration. The Declarant hereby expressly declares that the Property shall be held, conveyed and transferred in accordance with the provisions of this Declaration.

3. Description of the Property. The Property consists of Homesites as shown on the Plat. Included in the description of the Property are the Streets shown on the Plat.

4. Right of Way. The Streets shall be conveyed to and owned by the Association unless and until dedicated to the public and shall be conveyed subject to the easements of record and shall be used by the Association and shall be held for the use and enjoyment of the Members, which right shall pass with title to every Homesite, subject to the provisions of this Declaration and the rules and regulations. The Association's rights in the Streets include, but are not limited to, to the following:

- a. The right of the Association upon approval by a written instrument signed by three-fourths (3/4ths) of all Members owning Homesites contiguous to the Streets to dedicate or transfer all or any part of

the Streets to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed by the Association.

- b. The right of the Association or its Board of Directors to determine the time and manner of use of the Streets by the Members.
- c. The right of the Association to adopt such rules and regulations regarding the Streets as it deems necessary.
- 5. Delegation of Use of the Streets Area. Any Member may delegate, in accordance with provisions

of this Declaration and the rules and regulations promulgated by the Association, the right of enjoyment and use of the Streets to the Member's family, tenants or contract purchasers who reside in any Homesite.

6. Easement for Lakes. There is reserved to the Association, its successors and assigns and its authorized agents, the following easements and rights:

- a. Lake Easement. An easement upon, across, under and through that portion of each Lake Lot that is within the boundaries of any Lake to construct and maintain the Lakes at the location(s) identified on Exhibit B hereof provided, however, if the actual boundaries of any Lake, as built, vary from the boundaries of the Lake as reflected on Exhibit B, then the easement granted herein shall extend to the boundaries of the Lakes, as built.
- b. Maintenance Easement. An easement upon, across, under and through each of the Lake Lots for purposes of constructing, operating, maintaining, improving and repairing the Lakes and their environs.
- c. Flowage Easement. Each Lake Lot shall be subject to a flowage easement over and across such lot.
- d. Prohibited Activities. At no time may any Lake be used in violation of any rules and regulations promulgated by the Association, provided, however, that no such rules and regulations may be inconsistent with the provisions of this Declaration. No Lake may be used as a source for landscape irrigation systems; nor as a source or discharge area for heat-pump systems, nor shall swimming or the use of nonhuman powered water craft be permitted.
- e. Maintenance. The Lakes shall be kept free of debris and maintained at all times in a reasonably clean condition. Maintenance of the Lakes shall include providing such aeration and chemical treatments as are necessary or appropriate to retard stagnation, maintain the water level and quality within acceptable variances and control weed and algae growth.
- f. Indemnification. Each Owner of a Lake Lot shall indemnify and hold harmless the Association, all other Lake Lot Owners and their successors and assigns against all loss or damage incurred as a result of injury to any persons or damage to any property, or as a result of any other cause or thing, arising from or related to use of or access to any lake by any person who gains access to such lake over or across such Owner's lot with such Owner's permission or concurrence.

7. Encroachments and Easements for Streets. If by reason of inexactness of construction, settling after construction or for any other reasons, any of the Streets encroaches upon any Homesite, an easement shall be deemed to exist and run to the Association for the maintenance, use and enjoyment of any such Streets. Each Owner shall have an easement in common with every other Owner to use all pipes, wires, ducts, cables, conduits, utility lines, cable TV systems, irrigation systems and other common facilities, if any, located in the Streets and serving the Dwelling Unit.

8. Encroachments and Easements for Dwelling Units. If by reason of inexactness of construction or for any other reasons, any Dwelling Unit encroaches upon any adjoining Homesite, an easement shall be deemed to exist and run to the benefit of the Homesite upon which is situated the encroaching Dwelling Unit for the maintenance use and enjoyment of so much of the Dwelling Unit as encroaches upon the adjoining Homesite.

9. Easement for Utilities. An easement is granted to all public utilities and their agents for ingress, egress, installation, replacement, repairing and maintaining of such utilities on the Streets and on such easement areas as are shown on the recorded Plat. Provided, however, that nothing herein shall permit the installation of utilities of any type or nature except as initially designed and approved by Declarant on any portion of the Property, by the Association in any of the Streets or by the Owner of any Homesite after its conveyance to an Owner. The easement granted herein for public utilities shall in no way diminish the rights granted in any other recorded easement on the Property. An easement is also granted to the Association, its officers, agents and employees and to any management companies selected by the Association to enter, cross over and otherwise utilize any portion of a Homesite in the performance of the Association's duties granted by this Declaration, the By-Laws and the Articles of Incorporation.

10. Association. In order to provide for the maintenance and repair, administration, operation of the Lakes, the Homesites and Streets and such other functions as may be delegated and designated for it, the Association has been formed. Each Owner shall become a Member of the Association when a deed to a Homesite is delivered to the Owner and recorded in the records of the Recorder of St. Joseph County, Indiana, conveying title to a Homesite to an Owner, but membership in the Association shall terminate when such person or persons cease to

be an Owner and will be transferred by delivery and recording of a deed to the Homesite to the new Owner. The Association shall have one (1) class of Members who shall all be Owners of Homesites and the Declarant. Each person holding an interest in any Homesite shall be a Member; provided, however, that each Homesite represented shall have only one (1) vote. No person or entity other than an Owner may be a Member. Upon recordation of a deed to a Homesite in the Office of the Recorder of St. Joseph County, Indiana, membership in the Association shall for all purposes be deemed to have passed to the grantee in the deed from the grantor without any requirement of endorsement or assignment of any Certificate of Membership.

The Members of the Board of Directors must be Owners residing on the Property.

The Association shall elect a Board of Directors and shall continue to do so annually in accordance with and as prescribed in the By-Laws of the Association. The Board of Directors shall be the governing body of the Association representing all of the Members and being responsible for the functions and duties of the Association including, but not limited to, the management, maintenance, repair and upkeep of the Streets and Lakes and the payment of all other expenses pertaining to the Streets and Lakes and the performance of services as detailed in this Declaration. Services provided by the Association may be provided through the use of persons or entities selected by the Board of Directors.

11. Right of Board of Directors to Adopt Rules and Regulations. The Board of Directors will identify, research and recommend amendments to rules and regulations with respect to use, occupancy, operation and enjoyment of the Property, which rules shall be adopted at a Regular or Special Meeting of the Association.

12. Management Agreement. The Board of Directors may enter into a Management Agreement with a Manager for the Property for a term not to exceed three (3) years with either party having the right to terminate upon ninety (90) days prior written notice. Such Management Agreement may be renewed by the parties for additional terms of three (3) or less years.

13. Real Estate Taxes and Utilities. Real estate taxes are separately assessed and taxed for each Homesite to the Owner. Each Owner shall pay the utility charges for the Owner's Homesite. Any utility charges for the Streets and Lakes shall be paid by the Association and treated as a Common Expense.

14. Landscaping and Plantings. Owners may plant, install or maintain any flowers, trees, shrubbery or other plant materials on a Homesite only with the approval of the Board of Directors. Maintenance expenses of the lawns within the boundary of each Homesite shall be paid by the Association and treated as a Common Expense. Common area maintenance shall not include the care and maintenance of shrubs and trees which were not planted by the Declarant and flowers or other plants on any Homesite. Each Owner shall be responsible for the maintenance of its private garden area. The Association will remove dead trees, providing the trees were pre-existing at the time a Dwelling Unit was constructed. The Declarant is responsible for the maintenance, upkeep and appearance of undeveloped lots, including the removal of dead trees, at the discretion of the Board. Each Homesite shall be permitted one (1) private garden area not to exceed four (4) feet by eight (8) feet which shall be contiguous to the rear patio.

15. Exterior of Dwelling Units. An Owner may not paint, decorate or make any changes in the appearance or any other portion of the exterior of any Dwelling Unit which is not in accordance with the original construction thereof without the prior written approval of the Board of Directors.

Each Owner shall at the Owner's expense pay for the maintenance, repairs, decoration and replacement of the Owner's Dwelling Unit except as is otherwise provided herein. All fixtures and equipment installed within the Dwelling Unit commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior walls of a Dwelling Unit shall be maintained and kept in repair by the Owner thereof. Each Owner shall promptly perform all maintenance and repair in and outside the Owner's Dwelling Unit which, if neglected, might adversely affect any Dwelling Unit or the value of the Property or be unsightly in appearance. Such maintenance and repairs include, but are not limited to, repair and maintenance of internal water lines, plumbing, electrical lines, gas lines, appliances, doors, windows, outdoor lighting fixtures, lawns and planting and all other portions of the Dwelling Unit and its landscaping belonging to the Owner and appurtenant to the Dwelling Unit, which is not the responsibility of the Association to maintain.

The Association shall provide exterior maintenance upon each Homesite and Dwelling Unit when needed in its sole discretion for and limited to the following: paint and repair of all exterior doors, gutters, downspouts and

exterior building surfaces. The Association shall provide snow removal for driveways and front walkways. Exterior maintenance by the Association shall exclude and not be provided for any roof, glass surfaces, screens, window fixtures, hardware, outdoor patios, lighting fixtures, lawns or landscaping improvements installed by Owner after the Dwelling Unit was purchased or any other, items not specifically listed here as included. All of the excluded items shall be the sole responsibility of the Owner to maintain at the Owner's expense.

In the event that the need for maintenance or repair of items the Association is responsible to maintain and repair results from the willful or negligent act of the Owner, the Owner's family, guests or invitees, and is not covered and paid for by insurance, the cost of such maintenance or repair shall be paid promptly by the Owner, and shall be added to and become a part of the Assessment to which the Owner's Homesite is subject. If the Owner fails to repair and maintain these portions of that Owner's Homesite over which the Owner has responsibility, after ten (10) days prior written notice by the Association, the Association may in its discretion make such repair or perform the maintenance and add the same to the Assessment of the Homesite.

All garbage, trash and refuse shall be stored in appropriate containers inside the Dwelling Unit and shall be kept therein until no earlier than sundown of the evening before scheduled trash collection. Garbage, trash and refuse shall be placed in sealed disposable plastic bags or other containers approved by the Board for scheduled trash collection and shall be placed at curbside.

16. Maintenance of the Streets Area. The Association shall provide maintenance, replacement, snow removal and repair services for the Streets and any other improvements as determined by the Association from time to time. The expense of such maintenance, replacement, snow removal and repair shall be a Common Expense.

17. Maintenance of Easement Areas. The Association shall maintain, as a Common Expense, the Easement Area described in that certain Landscape Easement dated July 24, 1991 and recorded as Document Number 9244673, on the 2nd day of December, 1992 in the Office of the St. Joseph County Recorder. The expenses of the Association arising under that certain Reciprocal Easement and Operating Declaration dated November 18, 1992 and recorded November 19, 1992 shall also constitute a Common Expense of the Association.

18. Assessments. Assessments and payment of Assessments shall be as follows:

- a. Annual Accounting. Annually after the close of each calendar year and prior to the date of the annual meeting of the Association, the Board of Directors shall cause to be prepared and furnish each Member a financial statement prepared by the accountant or accounting firm then serving the Association, which statement shall show all receipts and expenses received, incurred and paid during the preceding calendar or fiscal year and all income of the Association during the same year.
- b. Proposed Annual Budget. Annually, at least ten (10) days before the date of the annual meeting of the Association, the Board of Directors shall prepare a proposed annual budget for the ensuing calendar or fiscal year estimating the total amount of the Common Expenses for the ensuing year and the amount of each Owner's Regular Assessment and Maintenance Assessment for that year, a copy of which shall be provided to each Member at least one (1) week prior to the annual meeting. The annual budget shall be submitted to the Members at the annual meeting of the Association for adoption, and, if so adopted, shall be the basis for the Regular Assessments and Maintenance Assessments (hereinafter defined) for the ensuing and regular fiscal year. At the annual meeting of the Members, the budget shall be approved in whole or in part or may be amended in whole or in part by a majority of the votes cast, provided, however, in no event shall the annual meeting be adjourned without or until the annual budget is approved at such meeting.

The annual budget, the Regular Assessment, the Maintenance Assessment and any Special Assessment shall be established using generally accepted accounting principles applied on a consistent basis. The Association may provide for a replacement reserve fund for capital expenditures and replacement and repair of the Streets, Lakes and other anticipated expenses if the Board of Directors and Members of the Association deem the same is appropriate, which reserve may be included in the budget. Any delay or failure by the Board of Directors to prepare a proposed annual budget and to provide the same to the Members shall not constitute a waiver or release in any manner of the obligations of each Owner to pay the Common Expenses as herein provided.

- c. Regular Assessments and Maintenance Assessments. The annual budget as adopted shall be used to establish the amount of the Regular and Maintenance Assessment for each Homesite based on those expenses for the next fiscal year which are for services provided to the Streets and Lakes in the Property, and for such other functions and needs as determined by the Association. The amount of all Regular and Maintenance Assessments shall be established by the Board of Directors presented to the Members at the annual meeting for approval by majority vote and shall be payable and enforceable as set forth herein.

The annual budget shall contain the proposed Regular Assessments for each Homesite on which a Dwelling Unit is located. All Declarant Homesites shall receive an annual Regular Assessment in an amount equal to services provided.

The annual budget shall also include a listing of the Maintenance Assessments for lawn and landscaping as well as exterior maintenance and reserves for Homesites on which a Dwelling Unit has been built based upon the estimated expenses of maintenance to be provided by the Association during the next year. Exterior maintenance, including but not limited to painting, staining and repairs, on a Dwelling Unit shall be based upon the type of exterior building material used for such Dwelling Unit and will be equally assessed against all Dwelling Units that have been constructed with the same type of exterior building material. By way of example, all stucco Dwelling Units shall be equally assessed for exterior maintenance, but will be excluded from the exterior Maintenance Assessment for Dwelling Units constructed in a brick/cedar exterior.

Following the adoption of the annual budget, each Owner shall be given written notice of the Regular and Maintenance Assessments against that Owner's Homesite (which Regular Assessment and Maintenance Assessments are herein referred to collectively as the "Assessment"). The Assessment against each Homesite shall be paid by the Owner of that Homesite, in advance, in equal quarterly installments commencing on the first day of January of such calendar year (or such other frequency established by the Association). The Assessment for the year shall become a lien on each Dwelling Unit as of January 1 of each calendar year.

- d. Special Assessments. From time to time, Common Expense or other expenses of the Association of an unusual or extraordinary nature or not otherwise anticipated or included in the annual Budget may arise or be deemed necessary to incur by the Board of Directors. In such event, the Board of Directors is required to call a special meeting of the Association to present and gain approval for the Special Assessment, which Special Assessment shall become a lien on such Homesite, after approval of the Association in accordance with the By-Laws.

A Special Assessment pertaining to building materials shall be based upon the type of exterior building material used for such Dwelling Unit, and will be equally assessed against all Dwelling Units that have been constructed with the same type of exterior building material.

- c. Failure of Owner to Pay Assessments. No Owner may become exempt from paying Assessments and Special Assessments or from contributing towards the Common Expenses or any other expense lawfully agreed upon by waiver of the use or enjoyment of the Streets or by abandonment of the Owner's Homesite. Each Owner shall be personally liable for the payment of all Assessments and by accepting delivery of a deed to a Homesite agrees to this provision and other provisions of this Declaration. When the Owner constitutes more than one person, liability for Assessments shall be joint and several. Assessments or any installments thereof which are past due by more than ten (10) days shall bear interest at a rate equal to two points over the national prime interest rate as published in the Wall Street Journal and not more than the maximum rate of interest which may be charged under the laws of the State of Indiana for consumer loans. If any Owner shall fail, refuse or neglect to make any payment of any Assessment when due, the Board of Directors may, in its discretion, declare the entire balance of unpaid Assessments to be due and payable with interest, and file a written Notice of Lien against the Owner's Homesite in the Office of the Recorder of St. Joseph County, Indiana, which Notice of Lien shall have the same force and effect as, and be enforced in the same manner as, a mortgage lien under Indiana law, and shall include attorney's fees, title expenses, interest and any costs of collection. Any Member who has not paid all Assessments and any related expenses which are due, in full, may not vote on any Association matter during the period such Assessment or expense remains unpaid. Upon the filing of any action to foreclose the lien created hereunder, the Owner and any occupant of the Dwelling Unit shall be jointly and severally liable for the payment to the Association of reasonable rental for such Homesite and Dwelling Unit in an amount established by the Association beginning on the date such action is filed and the Association shall be entitled to the appointment of a receiver for the purpose of preserving the Homesite and Dwelling Unit and to collect the rentals and other profits therefrom for the benefit of the Association to be applied towards payment of the Assessment. In any action to recover any Assessments, the Association may also recover its reasonable attorney's fees, title expenses and costs of collection and interest from the date said Assessments became a lien on the Homesite as set forth in this paragraph until paid in full.

- f. Subordination of Assessment Lien to Mortgage. Notwithstanding anything contained in this Declaration, the Articles of Incorporation or the By-Laws, any sale or transfer of a Homesite to an

Institutional Lender pursuant to a foreclosure of its mortgage upon conveyance to any person at a public sheriff's sale in a manner provided by law with respect to mortgage foreclosures shall not extinguish the lien of any unpaid installment of any Assessment as to any installments which became due prior to such sale, provided, however, that the extinguishment of such lien does not relieve the prior Owner from personal liability therefor. No such sale, transfer or conveyance shall relieve the Homesite and Dwelling Unit or the purchaser at such foreclosure sale from liability for any installments of Assessments thereafter becoming due and from the lien therefor. Any unpaid Assessments, the lien of which has been released as aforesaid and expenses related thereto shall be deemed to be a Common Expense.

- g. Notice of Unpaid Assessments. The Association shall, upon the request of an Institutional Lender or purchaser who has a contractual right to purchase a Homesite, furnish a statement setting forth the amount of the unpaid Assessments against the Homesite, which statement shall be binding upon the Association. Said statement should be binding as of the date submitted but in no way considered final until the lien is satisfied.

19. Fences. No perimeter fencing of any type, including but not limited to, hedges and other "growing fences", chain link fences, split rail fences or any other kinds of fences are permitted on a Homesite. There is reserved to the Association an easement upon, across, under and through a ten (10') foot strip of land taken from and off of the north part of Lots 3A, 3B, 4A, 4B, 5A, 5B and 6A, also known as 1518 Pine Top Trace, 1522 Pine Top Trace, 1606 Pine Top Trace, 1610 Pine Top Trace, 1614 Pine Top Trace, 1618 Pine Top Trace and 1619 Pine Top Trace, Mishawaka, Indiana, respectively, for the purpose of constructing, repairing, maintaining and replacing a privacy fence along the southern right of way of Day Road.

20. Home Occupations. No Homesite shall be used for any purpose other than as a single family residence except for use as a home occupation as hereafter defined, or as a construction office, sales office, management office, or model Unit on one or more Homesites by Declarant only for the sale of Homesites in The Forest at Edison Lakes. A home occupation, defined as follows may be permitted: any use conducted entirely within the Dwelling Unit and participated in solely by a member of the immediate family residing in said residence, which use is: clearly incidental and secondary to the use of the Dwelling Unit for dwelling purposes and does not change the character thereof and in connection with which there is: (a) No sign or display that will indicate from the exterior that the Dwelling Unit is being utilized in whole or in part for any purpose other than that of a Dwelling Unit; (b) No commodity may be sold on the Homesite; (c) No person may be employed on the Homesite other than a member of the immediate family residing on the Homesite; (d) No mechanical or electrical equipment may be used, provided

that, in no event shall a barber shop, styling salon, tea room, fortune-telling parlor, animal hospital, or any form of animal care or treatment such as dog trimming, be construed as a home occupation; and (e) provided said services do not require on-street parking.

21. Architectural Control. No Building or other structure shall be erected, constructed, placed, maintained or altered on any Homesite, nor shall the natural topography or drainage of any Homesite be altered, unless the construction plans for the structure or for the topographical alterations and the Landscaping Plan have been submitted to the Architectural Committee for review and consideration and subsequently approved by the Board of Directors.

22. Nuisances. No noxious or offensive activity shall be carried on upon any Homesite, nor shall anything be done thereon which may become an annoyance or nuisance in the neighborhood.

23. Recreational Facilities. No basketball hoops, tennis courts, swimming pools or other similar outdoor recreational facilities shall be erected or maintained on any Homesite.

24. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, tool shed, storage shed, or other outbuilding of any type or nature shall be used on any Homesite at any time, either temporarily or permanently. No awnings shall be permitted without the approval of the Board of Directors and no hanging of laundry, rugs and the like outside the Dwelling Unit is permitted. Other items will be allowed unless considered a nuisance by the Association. No parking of commercial or work trucks, recreational vehicles or vehicles other than automobiles shall be permitted on any Homesite or roads within the Property except when enclosed entirely within a garage which is part of a Dwelling. No overnight parking of any vehicle shall be permitted on any street.

25. Signs. No sign of any kind shall be displayed to the public view on any Homesite except for one sign of not more than five (5) square feet advertising the Homesite for sale. This sign shall be displayed only at curbside. There is reserved to the Declarant the right to construct signs exclusively for The Forest at Edison Lakes in order to foster the promotion and effect sales of Homesites.

26. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Homesite except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes and are not permitted to become a neighborhood nuisance or hazard in any manner.

27. Garbage and Refuse Disposal. All garbage, trash, and refuse shall be stored in appropriate containers inside the Unit (including garage) and shall be kept therein until no earlier than sundown of the evening before scheduled trash collection. Garbage bags, trash, and refuse shall be placed in sealed disposable plastic bags or other containers approved for scheduled trash collection and shall be placed at curb for trash collection. All equipment and containers for the storage or disposal of garbage, trash or refuse shall be kept in a clean and sanitary condition.

28. Fuel Storage Tanks. No oil or fuel storage tanks are permitted upon any Homesite.

29. Lot Division. There shall be no subdivision of any Homesite by an Owner.

30. Utilities and Television Antennas. All public utility services, either in the Streets or on any lots, including, but not limited to, electric, gas and telephone service, and cable television, shall be located underground. No outside above ground AM, FM, shortwave radio antennas, or satellite dishes of any type shall be erected or maintained on any Dwelling Unit or Homesite or elsewhere on the Property without the prior written consent of the Board of Directors.

31. Fires. No fire shall be permitted to burn upon any Homesite, street or roadway in this Property.

32. Insurance. Each Homesite Owner shall be required to obtain at such Owner's own expense fire and extended coverage insurance insuring Owner's Dwelling Unit in an amount equal to the full replacement cost thereof and furnish evidence of such insurance to the Association upon request. Failure of the Owner to acquire sufficient insurance can result in the purchase of insurance by the Association with subsequent payment required by the Owner. Failure of Owner to reimburse the Association will result in placement of a lien on the Homesite. Insurance deductibles shall be the expense of the Owner. The Association shall not be responsible to repair any damage caused by any casualty. Each Owner shall have the right to purchase any additional insurance that the Owner may deem

necessary. Each Owner shall be solely responsible for homeowner's liability insurance and for the insurance on the contents of the Dwelling Unit and any personal property stored elsewhere on the Homestead.

33. Casualty and Restoration. In the event of damage or destruction of any Dwelling Unit by fire or other casualty, the Owner thereof shall cause such Dwelling Unit to be promptly repaired and restored to original condition. The proceeds of insurance carried for the benefit of the Owner shall be applied to the cost of such restoration. In the event insurance proceeds are inadequate to cover the cost of reconstruction or in the event there are no proceeds, the Owner of the Dwelling Unit affected by the damage shall pay for the cost of restoring the Dwelling Unit. If the Owner fails or refuses to reconstruct his Dwelling Unit when required, the Association may pursue whatever legal means are available to cause such restoration.

The restoration referred to in this paragraph shall mean construction, repair or rebuilding of the Dwelling Unit to the same exterior condition and appearance as it existed immediately prior to the destruction or damage and with the same type of materials and architecture.

34. Driveway Easements. In the event two or more Dwelling Units share some or all of any driveway, reciprocal easements are hereby created subject to the provisions of the By-Laws.

35. Amendment of Covenants. This Declaration may be amended at any time by the recording of such amendment executed by the Owners of not less than seventy-five (75%) percent of the Homesites in the Property. Prior to the execution of any amendment, the Association shall call a meeting of the Owners and provide notice to the Owners that one or more of the subject of the meeting is to consider an amendment to the Declaration.

36. Duration of Covenants. These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until June 30, 2012 at which time said covenants or restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument is recorded in the Office of the Recorder of St. Joseph County, Indiana, signed by not less than seventy-five (75%) percent of the Owners of Homesites in the Property agreeing to terminate these covenants and restrictions.

37. Separability of Covenants. Invalidation of any one of the covenants or restrictions by judgment of a court of competent jurisdiction shall in no way affect any of the other covenants or restrictions, with the invalid

or unenforceable provision being deemed severed from these covenants, and all other provisions of these restrictions shall remain in full force and effect.

38. Enforcement of Covenants. The right to enforce these provisions, together with the right to cause the removal by due process of law of any Dwelling Unit, is hereby vested in each Owner of a Homesite in the Property and in the Association and their successors and assigns. These covenants and restrictions may be enforced by a civil action for damages and by any other appropriate remedy at law or in equity. If any person or persons shall violate or attempt to violate any of the covenants herein, any person or persons vested with the title to any of the Homesites hereinbefore described, or the Association, its successors and assigns, may proceed whether in law or in equity, against such person or persons violating or attempting to violate any such covenants, and to enjoin them from so doing, to recover damages for such violation and to seek all other appropriate relief. In the event that the Association should employ counsel to enforce any of the foregoing covenants and restrictions, all costs incurred in such enforcement, including, but not limited to, reasonable attorney's fees, expense of removing or altering any Homesite which violates this Declaration and any other related expense shall be paid by the Owner of such Homesite against whom such enforcement action is brought, and any such expense shall become a Special Assessment against that Homesite and be enforceable in the same manner as is provided in this Declaration for other Assessments.

39. Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent and given when mailed by United States mail, postage prepaid or by certified mail, return receipt requested, postage prepaid to the address of the Homesite of the Member or Owner.

40. Effective Date. These Amended and Restated Declaration of Protective Covenants and Restrictions for the Forest at Edison Lakes P.U.D. shall become effective upon being recorded in the Office of the Recorder of St. Joseph County, Indiana.

The undersigned, Carolyn A. Young, certifies that she is the duly elected Treasurer of The Forest Carriage Home Association, Inc.; that The Forest at Edison Lakes has 111 lots; that 88 lot owners voted in favor of the foregoing Amended and Restated Declaration of Protective Covenants and Restrictions for The Forest

at Edison Lakes P.U.D. and nominated Carolyn A. Young their proxy to sign, execute and record this Amended and Restated Declaration of Protective Covenants and Restrictions for The Forest at Edison Lakes P.U.D.

DATED this 6 day of ~~August~~^{October}, 2006.

THE FOREST CARRIAGE HOME
ASSOCIATION, INC.

By Carolyn A. Young
Carolyn A. Young, Secretary ENDL.

STATE OF INDIANA)
) SS:
COUNTY OF ST. JOSEPH)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared before me Carolyn A. Young, known to me to be the nominated Secretary of The Forest Carriage Home Association, Inc., and who, being duly sworn, subscribed and acknowledged the execution of the foregoing instrument, stating the foregoing representations are true and correct.

WITNESS my hand and Notarial Seal this 6 day of ~~August~~^{October}, 2006.

My Commission Expires:

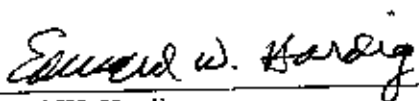
July 4, 2008

Ellen Jo Santa
Signature of Notary Public
ELLEN JO SANTA
A Resident of St. Joseph County, IN
My Commission Expires
Typed/Printed Name of Notary Public
Residing in St. Joseph County, IN



The undersigned preparer of this document in accordance with IC 36-2-11-15(d) states:

1. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.



Edward W. Hardig

This instrument prepared by Edward W. Hardig, Attorney at Law, 131 S. Taylor St., South Bend, IN 46601-1521

EXHIBIT A
Legal for P.U.D.

Part of the South 1/2 of the Southeast 1/4 of Section 34, Township 38 North, Range 3 East and part of the North 1/2 of the Northeast 1/4 of Section 3, Township 37 North, Range 3 East, all in the City of Mishawaka, Indiana, described as follows:

Beginning at the Northwest corner of the Southwest 1/4 of the Southeast 1/4 of Section 34, Township 38 North, Range 3 East; thence North 89 degrees 51'37" East (bearing assumed) on the North line of the South 1/2 of the Southeast 1/4 of said Section 34, a distance of 1323.29 feet to the Northeast corner of the Southwest 1/4 of the Southeast 1/4 of said Section 34; thence North 89 degrees 49'17" East on the North line of the South 1/2 of the Southeast 1/4 of said Section 34, a distance of 48.53 feet to a point that is 1276.00 feet West of the Northeast corner of the South 1/2 of the Southeast 1/4 of said Section 34; thence South 00 degrees 16'19" West, a distance of 40.00 feet to the point of beginning; thence continuing South 00 degrees 16'19" West, a distance of 620.00 feet; thence North 89 degrees 49'17" East, a distance of 250.0075 feet; thence South 00 degrees 16'19" West, a distance of 1330.28 feet; thence North 88 degrees 26'59" West, a distance of 1168.515 feet; thence North 01 degrees 04'57" West, a distance of 636.69 feet; thence Northeasterly on a curve to the left having a radius of 350.00 feet, a delta of 50 degrees 05'43", a chord distance of 296.36 feet, an arc distance of 306.01 feet; thence North 37 degrees 14'18" East, a distance of 226.29 feet; thence Northeasterly on a curve to the left having a radius of 330.00 feet, a delta of 37 degrees 14'18", a chord distance of 210.72 feet, an arc distance of 214.48 feet; thence North 00 degrees 00'00" East, a distance of 131.47 feet; thence Northwesterly on a curve to the left having a radius of 330.00 feet, a delta of 18 degrees 00'00", a chord distance of 103.25 feet, an arc distance of 103.67 feet; thence North 18 degrees 00'00" West, a distance of 108.51 feet; thence Northwesterly on a curve to the right having a radius of 270.00 feet, a delta of 17 degrees 51'37", a chord distance of 83.82 feet, an arc distance of 84.16 feet; thence North 00 degrees 08'23" West, a distance of 317.86 feet; thence North 44 degrees 51'37" East, a distance of 35.35 feet; thence North 89 degrees 51'37" East, a distance of 463.30 feet; thence North 89 degrees 49'17" East, a distance of 48.23 feet to the point of beginning.

excepting therefrom

Part of the South 1/2 of the Southeast 1/4 of Section 34, Township 38 North, Range 3 East and part of the North 1/2 of the Northeast 1/4 of Section 3, Township 37 North, Range 3 East, all in the City of Mishawaka, Indiana, described as follows:

Commencing at the Southwest corner of the Southwest 1/4 of the Southeast 1/4 of Section 34, Township 38 North, Range 3 East, Mishawaka, Indiana; thence North 89 degrees 49'53" East on the South line of the Southwest 1/4 of the Southeast 1/4 of said Section 34, a distance of 424.945 feet to the point of beginning; thence North 01 degrees 04'57" West, a distance of 1.30 feet; thence Northeasterly on a curve to the left having a radius of 350.00 feet, a delta of 50 degrees 05'46", a chord distance of 296.365 feet bearing North 62 degrees 17'12" East; an arc distance of 306.02 feet; thence North 37 degrees 14'18" East, a distance of 13.77 feet; thence South 52 degrees 45'41" East, a distance of 110.95 feet; thence South 10 degrees 52'01" East, a distance of 293.27 feet; thence South 49 degrees 56'44" East, a distance of 118.95 feet; thence South 81 degrees 37'32" East, a distance of 220.49 feet; thence North 89 degrees 06'06" East, a distance of 231.66 feet; thence North 00 degrees 53'51" West, a distance of 52.77 feet; thence Northwesterly on a curve to the left having a radius of 145.00 feet, a delta of 41 degrees 46'05", a chord distance of 103.38 feet bearing North 21 degrees 46'50" West; an arc distance of 105.70 feet; thence North 45 degrees 51'48" East, a distance of 234.61 feet; thence South 89 degrees 43'41" East, a distance of 98.97 feet; thence South 00 degrees 16'19" West, a distance of 568.46 feet; thence North 88 degrees 26'59" West, a distance of 1168.515 feet; thence North 01 degrees 04'57" West, a distance of 635.39 feet to the point of beginning.

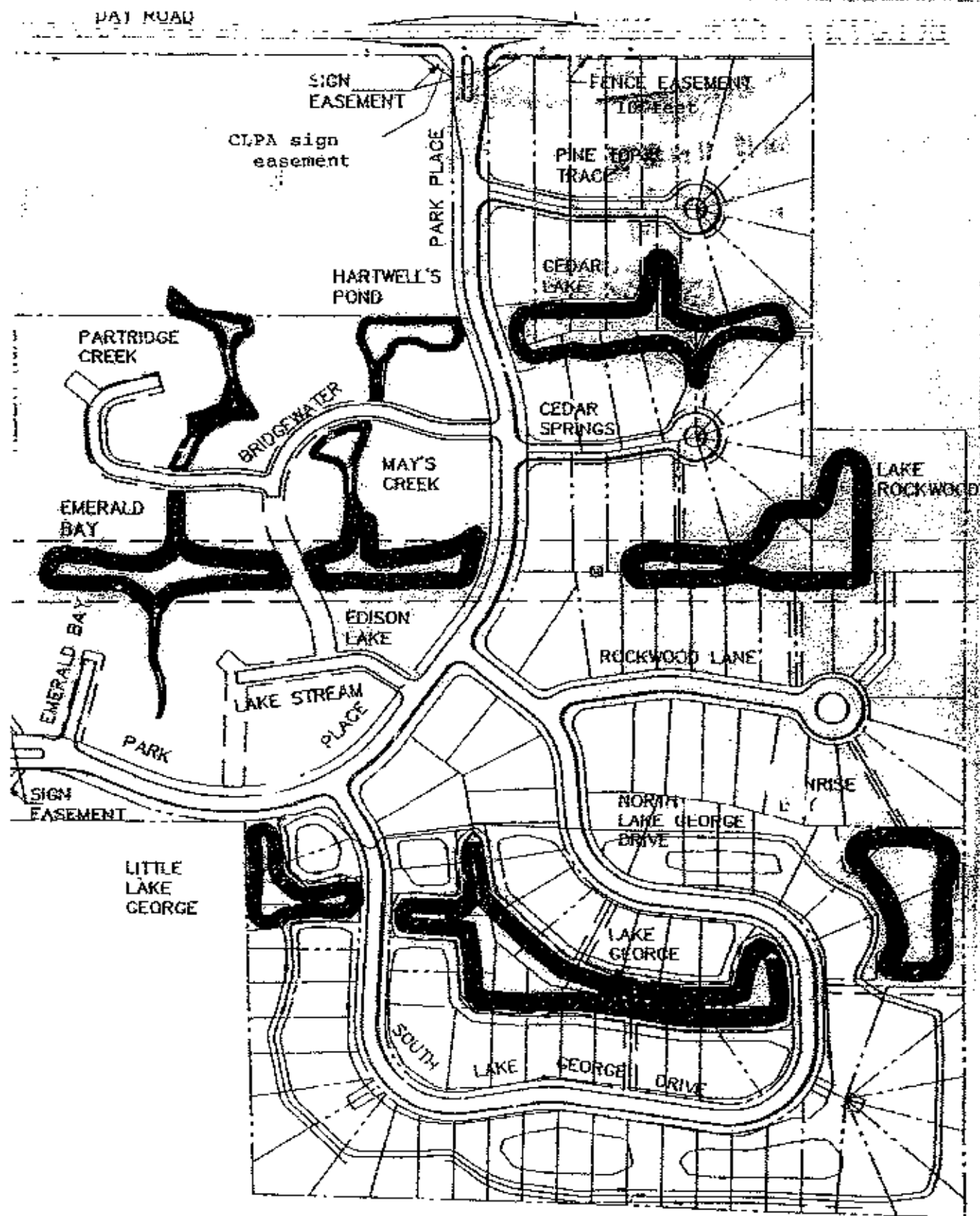


EXHIBIT B

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**FIRST AMENDMENT TO RESTATED DECLARATION
OF PROTECTIVE COVENANTS AND RESTRICTIONS
FOR THE FOREST AT EDISON LAKES P.U.D.**

TERRI J. RETHLAKE
ST. JOSEPH COUNTY
RECORDER

REC FEE: \$16.39
PAGES: 3

WHEREAS, an Amended and Restated Declaration of Protective Covenants and Restrictions for The Forest at Edison Lakes P.U.D. dated October 6, 2006 was placed of record in the records of the Recorder of St. Joseph County, Indiana, on October 6, 2006 as Document #0643569 referred to herein as the "Restated Declaration"; and

WHEREAS, pursuant to Paragraph 35 of the Restated Declaration, the owners of not less than 75% of the Homesites of the real estate located in St. Joseph County, Indiana, more particularly described on Exhibit "A" attached hereto and referred to in the Restated Declaration as the "Property", desire to amend Paragraph 18 e in its entirety.

NOW, THEREFORE, the undersigned declares that the Restated Declaration be and is hereby amended in the following respect:

1. That Paragraph 18 e of said Restated Declaration is amended and restated as follows:

18 e. Failure of Owner to Pay Assessments. No Owner may become exempt from paying Assessments and Special Assessments or from contributing towards the Common Expenses or any other expense lawfully agreed upon by waiver of the use or enjoyment of the Streets or by abandonment of the Owner's Homesite. Each Owner shall be personally liable for the payment of all Assessments and by accepting delivery of a deed to a Homesite agrees to this provision and other provisions of this Declaration. When the Owner constitutes more than one person, liability for Assessments shall be joint and several. Assessments or any installments there of which are past due by more than ten (10) days shall bear interest at a rate equal to two points over the national prime interest rate as published in the Wall Street Journal and not more than the maximum rate of interest which may be charged under the laws of the State of Indiana for consumer loans. Each Owner acknowledges that late payment of their assessments and other sums due hereunder will cause the Association to incur costs, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if any assessment or other sum due from an Owner is not received by the Association within ten (10) days after such amount is due, Owner

shall pay to the Association a late charge equal to Fifty (\$50.00) Dollars during the first billing cycle, One Hundred (\$100.00) Dollars during the second billing cycle, Two Hundred (\$200.00) Dollars during the third billing cycle, Four Hundred (\$400.00) Dollars during the fourth billing cycle and Eight Hundred (\$800.00) Dollars during the fifth billing cycle and each billing cycle thereafter. If any Owner shall fail, refuse or neglect to make any payment of any Assessment when due, the Board of Directors may, in its discretion, declare the entire balance of unpaid Assessments to be due and payable with interest, and file a written Notice of Lien against the Owner's Homesite in the Office of the Recorder of St. Joseph County, Indiana, which Notice of Lien shall have the same force and effect as, and be enforced in the same manner as, a mortgage lien under Indiana law, and shall include attorney's fees, title expenses, interest and any costs of collection. Any Member who has not paid all Assessments and any related expenses which are due, in full, may not vote on any Association matter during the period such Assessment or expense remains unpaid. Upon the filing of any action to foreclose the lien created hereunder, the Owner and any occupant of the Dwelling Unit shall be jointly and severally liable for the payment to the Association of reasonable rental for such Homesite and Dwelling Unit in an amount established by the Association beginning on the date such action is filed and the Association shall be entitled to the appointment of a receiver for the purpose of preserving the Homesite and Dwelling Unit and to collect the rentals and other profits therefrom for the benefit of the Association to be applied towards payment of the Assessment. In any action to recover any Assessments, the Association may also recover its reasonable attorney's fees, title expenses and costs of collection and interest from the date said Assessments became a lien on the Homesite as set forth in this paragraph until paid in full.

2. All other covenants and restrictions not in conflict herewith contained in the Restated Declaration shall remain in full force and effect as previously adopted.

IN WITNESS WHEREOF, Carolyn A. Young, certifies that she is the duly elected Treasurer of The Forest Carriage Home Association, Inc.; that The Forest at Edison Lakes at 111 lots, that more than 88 lots voted in favor of the foregoing Amendment to the Restated Declaration and nominated Carolyn A. Young their proxy to sign, execute and record this Amendment to the Restated Declaration.

