

Cross-referenced to Instrument No. 95-06287

**AMENDMENT TO
PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS,
EASEMENTS, AGREEMENTS AND CHARGES
FOR HARRIS CROSSING**

This Amendment to Protective Restrictions, Covenants, Limitations, Easements, Agreements and Charges for Harris Crossing ("Amendment") is executed this 7th day of July, 2006 by Harris Crossing Homeowners Association, Inc., an Indiana nonprofit corporation (the "Association").

WHEREAS, Woodfield Downs, Inc., an Indiana corporation ("Developer"), executed that certain Protective Restrictions, Covenants, Limitations, Easements, Agreements and Charges for Harris Crossing, dated February 28, 1995 and recorded as Instrument No. 95-06287 in the office of the Recorder of St. Joseph County, Indiana (the "Declaration");

WHEREAS, the Association is the "Association" referred to in the Declaration and the operation of Harris Crossing has been turned over by Developer to the Association, as provided in Article V of the Declaration;

WHEREAS, pursuant to Article I.B. of the Declaration, the Declaration may be amended at any time when at least eighty percent (80%) of the votes of owners of lots falling under the obligations of the Declaration have approved the proposed amendment at a properly called meeting of the Association;

WHEREAS, a proposal has been submitted to the Association that the Declaration be amended as set forth herein;

WHEREAS, this Amendment has been approved by the requisite vote of the owners as required by Article I.B. of the Declaration; and

WHEREAS, all terms used in this Amendment and not otherwise defined in this Amendment shall have the same meaning as in the Declaration.

NOW, THEREFORE, the Association hereby amends the Declaration as follows:

1. A new provision Article III.F. shall be added as follows:

“F. No lot, or any other structure located thereon, shall be leased, let, rented, licensed or otherwise made available for use for any persons other than members of the immediate family of the owner of such lot. Notwithstanding the foregoing, this Section F shall not prohibit the following:

1. In the event a lot is owned by a family partnership, a limited liability company or other entity created for the purposes of tax allocation, the owner and the immediate family of the owner of a greater than fifty percent (50%) interest in such partnership or entity shall be entitled to occupy the lot.

2. A temporary guest of any member of the immediate family of the owner of such lot shall be permitted, so long as no rent is paid and no other consideration is given by said guest to the owner of the lot or to any other party.

3. The mortgaging of any lot by its owner.”

Except as herein expressly amended and modified, all of the terms and provisions of the Declaration shall remain in full force and effect. This Amendment shall be binding upon and inure to the benefit of any person or entity having any interest in any of the lots in Harris Crossing or any part thereof falling under the obligations of the Declaration.

IN WITNESS WHEREOF, this Amendment is executed by the Association on its behalf and on behalf of the owners as of the date first written above.

HARRIS CROSSING HOMEOWNERS ASSOCIATION, INC.

By: Amy R Szuba
Printed: Amy R Szuba, President

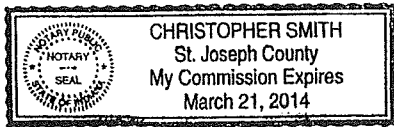
By: Christine M. Heiman
Printed: Christine M. Heiman, Secretary

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

Before me the undersigned, a Notary Public in and for the State of Indiana, personally appeared Amy Szuba and Christine Kleiman, to me known to be the President and Secretary, respectively, of Harris Crossing Homeowners Association, Inc., an Indiana nonprofit corporation, who acknowledged their execution of the foregoing Amendment to Protective Restrictions, Covenants, Limitations, Easements, Agreements and Charges for Harris Crossing for and on behalf of said corporation.

WITNESS my hand and Notarial Seal this 7 day of July, 2006.

{SEAL}



[Signature]
Notary Public

Printed: Christopher Smith

I am a resident of St. Joseph County, Indiana.

My commission expires: March 21, 2014.

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 (Mark Sausser).

This instrument was prepared by Mark Sausser, Attorney-at-Law, Baker & Daniels, 300 North Meridian Street, Suite 2700, Indianapolis, Indiana, 46204