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**SECOND AMENDMENT
TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF WINSLOW FARM**

The Declarant executes this *Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Winslow Farm* this 30 day of September, 1998 as follows:

Recitals:

- A. Winslow Development Company, Inc. is the "Declarant" as identified in the original *Declaration of Covenants, Conditions and Restrictions of Winslow Farm* (the "Declaration").
- B. The *Declaration* was executed by *Declarant* on September 9, 1992 which was recorded in the Office of the Recorder of Monroe County, Indiana on September 10, 1992 as instrument number 215442 in Miscellaneous Record 216, pages 300 through 354 inclusive.
- C. The *Declaration* was amended by the *First Amendment to the Declaration of Covenants, Conditions and Restrictions of Winslow Farm* ("First Amendment") on June 6, 1996 which was recorded in the Office of the Recorder of Monroe County, Indiana on June 10, 1996 as instrument number 609326 in Miscellaneous Record 239, pages 457 through 463 inclusive.
- D. In Section 11 of the *Declaration*, the *Declarant* reserved the right to amend the *Declaration* until the sooner of (1) the date when *Declarant* has sold all Residences within Winslow Farm; or, (2) the date *Declarant* turns over control of the Winslow Farm Community Association, Inc. to the Owners; or, (3) September 30, 1998.
- E. As of the date of this *Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Winslow Farm*, the *Declarant* remains in control of the Winslow Farm Community Association, Inc.
- F. *Declarant* wishes to exercise its reserved right to amend the *Declaration* on the terms contained herein and to clarify which areas of Winslow Farm are Community Maintenance Areas.

The undersigned agree as follows:

a. Definition of Community Maintenance Area. Section 1.7 of the *Declaration* is amended by deleting the current Section 1.7 and replacing it with the following:

"1.7 Community Maintenance Area. "Community Maintenance Area" means the Entrance Signage; the ponds and pumping equipment; any fencing originally constructed by *Declarant* including, but not limited to, the stone stacked fence erected by *Declarant* within the Neighborhood; any sidewalk entrance not constructed with concrete; any woodlands or undeveloped areas deeded to the Community Association by the *Declarant*; any areas dedicated for the use of all Owners in Winslow Farm as a Community Area in any subsequent Deed or Plat; the pedestrian walkways to Winslow Woods Park located within Winslow Farm; the landscaped islands in the streets of Winslow Farm; and the right-of-way owned by the City of Bloomington, Indiana along Henderson Street. The Community Maintenance Area is depicted on the map attached and labeled Exhibit F."

b. Definition of Neighborhood. Section 1.16 of the *Declaration* is amended by deleting the current Section 1.16 and replacing it with the following:

"1.16 Neighborhood. "Neighborhood" means any of the eight (8) distinct developments identified as Moss Creek, Moss Creek Village, Olde Mill, Bent Tree, New Bent Tree, Laurelwood, Sweetbriar or Bayberry on the Community Plan."

c. Exhibit C. A revised Exhibit C is attached hereto and shall replace the original Exhibit C attached to the Declaration. The revised Exhibit C depicts all of the "Neighborhoods" contained in Winslow Farm.

d. Community Areas. Section 8 of the Declaration is amended by adding the following sections:

"8.9 Landscaped Islands. Irrespective of the ownership of the streets, any landscaped islands in the centers of the streets of Winslow Farm shall be a Community Area and shall be maintained and repaired by the Community Association as a Community Expense.

8.10 Right-of-Way. The right-of-way that lies along the western boundary of Winslow Farm and that runs along Henderson Street is owned by the City of Bloomington; however that right-of-way shall be a Community Area and shall be landscaped and maintained by the Community Association as a Community Expense."

Except as specifically modified by this instrument or by the First Amendment: (1) all capitalized terms used in this Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Winslow Farm have the same meaning as in the original Declaration; and, (2) the original Declaration remains unmodified and in full force and effect.

The undersigned warrant and represent that they are all of the acting Directors of the Declarant and the Community Association as of the date of this Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Winslow Farm. The Directors of the Community Association have joined in this Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Winslow Farm to evidence their consent to the amendment.

Winslow Farm
Community Association, Inc.
Director
Eric C. Stolberg,
E. C. Stolberg

Winslow Farm
Development Company, Inc.
Director
Eric C. Stolberg,
E. C. Stolberg

H. Timothy Winger, Sr.
Director
H. Timothy Winger, Sr.

H. Timothy Winger, Sr.
Director
H. Timothy Winger, Sr.

Timothy H. Winger, Jr.
Director
Timothy H. Winger, Jr.

Timothy H. Winger, Jr.
Director
Timothy H. Winger, Jr.

STATE OF INDIANA)
))
COUNTY OF MONROE)

SS:

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Before me, a Notary Public, in and for said County and State, personally appeared Eric C. Stolberg, H. Timothy Winger, Sr. and Timothy H. Winger, Jr., known to me to be all of the Directors of the Winslow Farm Community Association, Inc., an Indiana not-for-profit corporation, and all the Directors of Winslow Farm Development Company, Inc., an Indiana business corporation, who acknowledged the execution of this *Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Winslow Farm* and who, having been duly sworn, stated that all facts set forth are true to the best of their knowledge, information and belief.

Dated this 30 day of September, 1998.

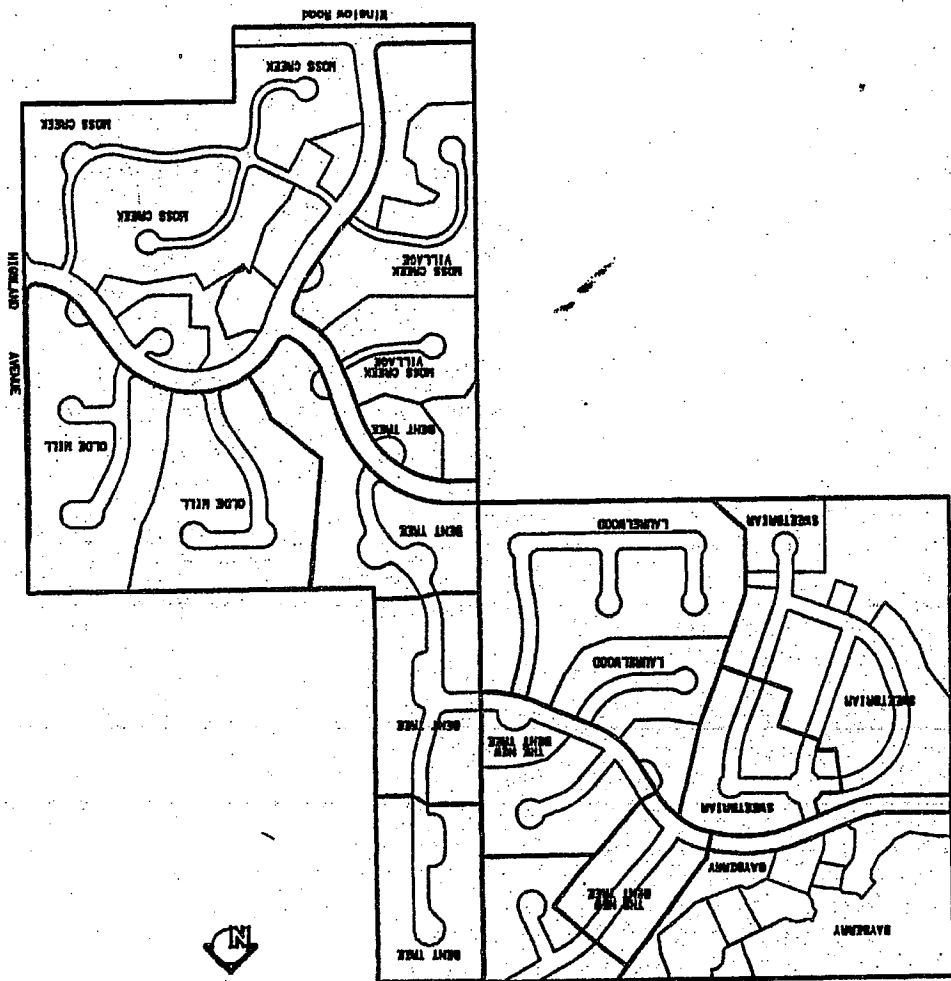
BERNADETTE C. MELSA

Name Printed: BERNADETTE C. MELSA
Notary Public

I reside in Monroe County, Indiana.
My commission expires: 9-6-2006

This instrument prepared by James F. Bohrer, Mallor Clendening Grodner & Bohrer, 511 Woodcrest Drive, Post Office Box 5787, Bloomington, Indiana 47407.

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WINSLOW FARM
 NEIGHBORHOOD MAP
 JOB NO. 1831

EXHIBIT C

WINSLOW FARM
COMMUNITY MAINTENANCE AND
COMMON AREA MAP

EXHIBIT F

254 461

