

609326

BOOK 239 PAGE 457

RECORDED  
A.M. P.M. 2:47

FIRST AMENDMENT

JUN 10 1996

TO THE

Recorder  
RECORDER MONROE CO. IN

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

WINSLOW FARM

The Declarant executes this *First Amendment to the Declaration of Covenants, Conditions And Restrictions of Winslow Farm* this 6 day of June, 1996 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 and 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) *Declarant* reserved the right to amend the *Declaration* in Section 11 of the *Declaration* until the earlier 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.

(D) As of the date of this *First Amendment to the Declaration of Covenants, Conditions and Restrictions of Winslow Farm*, the *Declarant* remains in control of the Winslow Farm Community Association, Inc.

(E) *Declarant* wishes to exercise its reserved right to amend the *Declaration* on the terms contained herein to add the properties described in the attached Exhibit A to the real property described in "Exhibit E" of the *Declaration*.

The undersigned agree as follows:

1. Definition of Community Maintenance Areas. 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 Neighborhoods; 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; and, the pedestrian walkways to Winslow Woods Park located within Winslow Farm."

2. **Exhibit "F": Definition of Additional Real Estate.** Exhibit E describing the additional real estate to be subjected to the terms of the *Declaration*, is amended by adding the following described real estate described in the survey prepared by Stephen L. Smith, Registered Land Surveyor No. SO427 on July 28, 1993:

Real Estate Described in the attached "Exhibit E-Additional Real Estate"

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

"8.5 **Sidewalks.** The Winslow Farm sidewalks dedicated to the City of Bloomington, Indiana that are constructed by *Declarant* with paving materials other than concrete or any other pedestrian sidewalk or pathway labeled as a Community Area on any subsequent plat shall be repaired and maintained as a Community Area as a Community Expense.

8.6 **Woodlands, Pathways and Other Areas.** Any woodlands, pathways or other portions of the Real Estate conveyed by *Declarant* to the Community Association by deed or plat, including any real property described in Exhibit E, as amended, shall be insured, repaired and maintained as a Community Area as a Community Expense.

8.7 **Fencing.** Any fencing installed by *Declarant* in Winslow Farm shall be maintained and repaired as a Community Area by the Community Association as a Community Expense.

8.8 **Other Community Areas.** In addition to the Community Areas defined in this Section 8, any real estate, entrance feature or other Community Areas described in subsequent plats of the Real Estate by *Declarant* shall be insured, maintained and repaired as a Community Area by the Community Association as a Community Expense. Notwithstanding the foregoing, the initial construction costs for such additional Community Areas shall be borne by *Declarant*. Except as specifically provided in a subsequent Declaration, no


areas dedicated to the City of Bloomington, Indiana shall be deemed a Community Area.

Except as specifically modified by this instrument: (1) all capitalized terms used in this *First 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 *First Amendment to the Declaration of Covenants, Conditions and Restrictions of Winslow Farm*. The Directors of the Community Association have joined in this *First Amendment to the Declaration of Covenants, Conditions and Restrictions of Winslow Farm* to evidence their consent to the amendment.

Winslow Farm Community  
Inc.

Winslow Farm Development  
Association Company, Inc.

  
Eric C. Stolberg, Director

  
Eric C. Stolberg, Director

  
H. Timothy Winger, Sr.  
Director

  
H. Timothy Winger, Sr.  
Director

  
Timothy H. Winger, Jr.  
Director

  
Timothy H. Winger, Jr.  
Director

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MONROE )

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 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. who acknowledged the execution of this *First 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 6 day of June, 1996.

Bernadette C. Melski

Name Printed: BERNADETTE C. MELSKI  
Notary Public

I reside in Monroe County, Indiana.  
My commission expires: 9-6-98

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

jb/O60698/jfb/share/winslow.amd

EXHIBIT E-ADDITIONAL REAL ESTATE

B... 239 461

A part of the northwest quarter of the southeast quarter of Section 9, Township 8 North, Range 1 West, Monroe County, Indiana, being more particularly described as follows:  
COMMENCING at the northwest corner of the southeast quarter; thence NORTH 89 degrees 27 minutes 29 seconds EAST 944.74 feet along the north line of said quarter quarter section to the Point of Beginning; thence continuing on and along the north line of said quarter quarter section NORTH 89 degrees 27 minutes 29 seconds EAST 380.00 feet to the east line of said quarter quarter section; thence on and along said east line SOUTH 00 degrees 57 minutes 35 seconds EAST 1,325.78 feet to the south line of said quarter quarter section; thence on and along said south line SOUTH 89 degrees 27 minutes 00 seconds WEST 976.50 feet; thence NORTH 41 degrees 22 minutes 22 seconds EAST 389.63 feet; thence NORTH 19 degrees 14 minutes 40 seconds EAST 380.58 feet; thence NORTH 12 degrees 23 minutes 41 seconds EAST 273.27 feet to a non-tangent curve to the left with a radius of 225.00 feet, chord bearing and distance of NORTH 66 degrees 21 minutes 36 seconds WEST 102.69 feet; thence NORTH 10 degrees 26 minutes 56 seconds EAST 75.00 feet; thence NORTH 36 degrees 21 minutes 57 seconds EAST 423.11 feet to the Point of Beginning. Said tract containing 19.77 acres, more or less. Subject to all existing right-of-ways.

Also, a part of the northwest quarter of the southeast quarter of Section 9 Township 8 North Range 1 West, Monroe County, Indiana, being more particularly described as follows:  
COMMENCING at the northwest corner of the southeast quarter; thence NORTH 89 degrees 27 minutes 29 seconds EAST 1,324.74 feet on and along the north line of said quarter quarter section to the east line of said quarter quarter section; thence on and along said east line SOUTH 00 degrees 57 minutes 35 seconds EAST 1,325.78 feet to the south line of said quarter quarter section; thence on and along said south line SOUTH 89 degrees 27 minutes 00 seconds WEST 976.50 feet to the Point of Beginning; thence continuing on and along said south line SOUTH 89 degrees 27 minutes 00 seconds WEST 301.04 feet; thence NORTH 00 degrees 50 minutes 19 seconds WEST 25.00 feet; thence NORTH 42 degrees 00 minutes 00 seconds EAST 135.00 feet; thence NORTH 58 degrees 00 minutes 00 seconds EAST 328.50 feet; thence SOUTH 51 degrees 51 minutes 29 seconds EAST 145.54 feet; thence SOUTH 41 degrees 22 minutes 22 seconds WEST 332.49 feet to the Point of Beginning. Said tract containing 1.73 acres more or less. Subject to all existing right-of-ways.  
Said tracts totalling 21.50 acres more or less.

This deed description was prepared in the office without benefit of field survey or examination of adjoining deeds. This certification does not take into consideration additional facts that an accurate and correct title search and/or examination or field survey might disclose.

Subject to the above reservation, I hereby certify that the survey work performed on the project shown hereon was performed either by me or under my direct supervision and control and that all information shown is true and correct to the best of my knowledge and belief.

Certified this 28<sup>th</sup> day of July, 1993

Stephen L. Smith  
Registered Land Surveyor No. SO427  
State of Indiana



A part of the northwest quarter of the southeast quarter, of Section 9, Township 8 North, Range 1 West, Monroe County, Indiana, being more particularly described as follows:

BEGINNING at the northwest corner of the southeast quarter; thence on and along the north line of said quarter, quarter section NORTH 89 degrees 27 minutes 29 seconds EAST 944.74 feet to the Point of Beginning; thence SOUTH 36 degrees 21 minutes 57 seconds WEST 423.11 feet; thence SOUTH 10 degrees 26 minutes 56 seconds WEST 75.00 feet to a non-tangent curve to the right with a radius of 225.00 feet; chord bearing and distance of SOUTH 66 degrees 21 minutes 36 seconds EAST 102.69 feet; thence SOUTH 12 degrees 23 minutes 41 seconds WEST 273.27 feet; thence SOUTH 19 degrees 14 minutes 40 seconds WEST 380.58 feet; thence SOUTH 41 degrees 22 minutes 22 seconds WEST 57.14 feet; thence NORTH 51 degrees 51 minutes 29 seconds WEST 145.54 feet thence SOUTH 58 degrees 00 minutes 00 seconds WEST 328.50 feet; thence SOUTH 42 degrees 00 minutes 00 seconds WEST 135.00 feet; thence SOUTH 00 degrees 50 minutes 19 seconds EAST 25.00 feet to the south line of said quarter quarter section; thence on and along said south line SOUTH 89 degrees 27 minutes 00 seconds WEST 50.00 feet to the west line of said quarter quarter section; thence on and along said west line NORTH 00 degrees 50 minutes 19 seconds WEST 1,325.94 feet to the northwest corner of said quarter quarter section; thence NORTH 89 degrees 27 minutes 29 seconds EAST 944.74 feet to the Point of Beginning. Said tract containing 18.86 acres more or less. Subject to all existing right-of-ways.

This deed description was prepared in office without benefit of field survey or examination of adjoining deeds. This certification does not take into consideration additional facts that an accurate and correct title search and/or examination might disclose.

Subject to the above reservation, I hereby certify that the survey work performed on the project shown hereon was performed either by me or under my direct supervision and control and that all information shown is true and correct to the best of my knowledge and belief.

Certified this 22<sup>nd</sup> day of July, 1993

Stephen L. Smith  
Registered Land Surveyor No. SO427  
State of Indiana

