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FIRST AMENDMENT
TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF BAYBERRY AT WINSLOW FARM

Jim Linder
RECORDER MONROE CO., IN

The Declarant executes this *First Amendment to the Declaration of Covenants, Conditions and Restrictions of Bayberry at Winslow Farm* this 11 day of January, 1999 as follows:

Recitals:

- A. Wininger/Stolberg Homes, Inc. is the "Declarant" as identified in the original *Declaration of Covenants, Conditions and Restrictions of Bayberry at Winslow Farm* (the "Declaration").
- B. The *Declaration* was executed by *Declarant* on August 25, 1997 which was recorded in the Office of the Recorder of Monroe County, Indiana on October 24, 1997 as instrument number 718047 in Miscellaneous Record 248, pages 421 through 464 inclusive.
- C. In Section 21.7 of the *Declaration*, the *Declarant* reserved the right to amend the *Declaration*.
- D. As of the date of this *First Amendment to the Declaration of Covenants, Conditions and Restrictions of Bayberry at Winslow Farm*, the *Declarant* remains in control of Bayberry at Winslow Farm.
- E. *Declarant* wishes to exercise its reserved right to amend the *Declaration* on the terms contained herein.

The undersigned agree as follows:

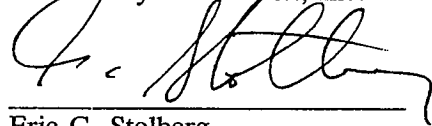
- a. Section 16. Insurance. Section 16 of the *Declaration* is amended by deleting the fourth paragraph of Section 16 and replacing it with the following:

"The Owners through the Association shall purchase a master casualty policy affording fire and extended coverage in an amount consonant with the full replacement value of the improvement that in whole or in part comprise the Common Areas and facilities paid as part of the Common Expenses. The Co-Owners, through the Association, shall also purchase a master liability policy in an amount required by the Bylaws or this Declaration or revised from time to time by a decision of the Board of Directors of the Association, which policy shall cover the Association, the Managing Agent, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Project, all Condominium Unit's Owners and all other persons entitled to occupy any Condominium Unit or other portions of the Project. Such other policies as may be required by this Declaration may be obtained by the Owners through the Association including, without limitation, worker's compensation insurance,

liability insurance on motor vehicles owned by the Association, and specialized policies covering land or improvements on which the Association has or shares ownership or other rights and officers' and directors' liability policies. The premium for the insurance obtained by the Association shall be paid by the Owners annually."

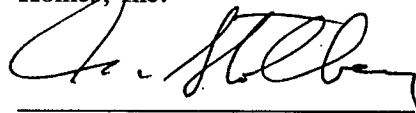
The undersigned warrant and represent that they are all of the acting Directors of the Declarant and the Community Association as of the date of this *First Amendment to the Declaration of Covenants, Conditions and Restrictions of Bayberry at Winslow Farm*. The Directors of the Community Association 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 Association, Inc.



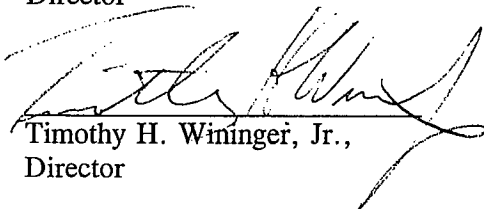
Eric C. Stolberg,
Director

Winger/Stolberg
Homes, Inc.



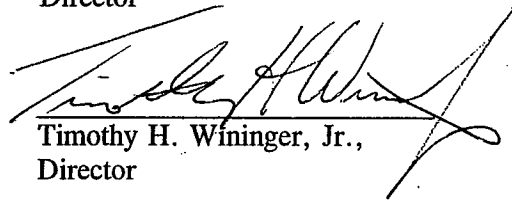
Eric C. Stolberg,
Director

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



Timothy H. Winger, Jr.,
Director

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



Timothy H. Winger, Jr.,
Director

STATE OF INDIANA)
)
COUNTY OF MONROE)

SS:

Before me, a Notary Public, in and for said County and State, personally appeared Eric C. Stolberg, H. Timothy Wining, Sr. and Timothy H. Wining, 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 Wining/Stolberg Homes, Inc., an Indiana business corporation, who acknowledged the execution of this *First Amendment to the Declaration of Covenants, Conditions and Restrictions of Bayberry at 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 11 day of January, 1999.

Bernadette C. Melski

Name Printed: BERNADETTE C. MELSKI
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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