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of counsel

October 19, 2000

Brenda Lewis  
Hallmark Rentals  
1205 N. Walnut Street  
Bloomington, IN 47404

**Re: Bayberry at Winslow Farm  
Our File No. 94259-01**

Dear Brenda:

Enclosed please find a copy of the recorded *Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Bayberry at Winslow Farm*.

Please call if you have any questions.

Very truly yours,

Bernadette C. Melski  
Paralegal

Enclosure

cc: Eric C. Stolberg/Encl.

**Changes in Declaration of Covenants, Conditions, and Restrictions and By-Laws of Bayberry at Winslow Farm**

The following is a modification to the Bayberry Homeowners' Association By-Laws Committee. This modification replaces the first 6 lines of Section 5.10. of the Declaration of Covenants, Conditions, and Restrictions of Bayberry at Winslow Farm titled: Collection of Assessments, page 9 starting with the words, "Each Assessment", the beginning of line one; and ending with the words, "eighteen percent (18%) per annum.", on line 6.

Changes to: Declaration of Covenants, Conditions, and Restrictions of Bayberry at Winslow Farm 5.10. – Collection of Assessments:

"Each Regular Assessment shall be due and payable on the first day of the month, and shall be paid in twelve monthly installments. Any Regular or Special Assessment which is not paid in full by the Delinquency Date, the tenth (10) of the month, shall be deemed delinquent without further notice or demand of the defaulting Owner. The Homeowners' Association shall impose a late fee on delinquent Regular Assessments paid after the last day which said Regular Assessment became delinquent. The late fee shall be ten percent (10%) of the delinquent Regular Assessment due. If the Regular Assessment continues to be delinquent after the last day of the following month, another late fee of ten percent (10%) will be charged on the previous delinquent Regular Assessment plus an additional late fee of ten percent (10%) for the present month delinquent Regular Assessment. This formula for late fees for delinquent payment of Regular Assessments will be used for each delinquent monthly payment."

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

The Declarant executes this *Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Bayberry at Winslow Farm* this 10 day of October, 2000 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. On January 11, 1999, the *Declarant* amended the *Declaration* by filing the *First Amendment to the Declaration of Covenants, Conditions and Restrictions of Bayberry at Winslow Farm*, which Amendment was recorded on January 13, 1999 as Instrument Number 900682 in Book 255, Pages 650-651 of the office of the Recorder of Monroe County, Indiana.

E. As of the date of this *Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Bayberry at Winslow Farm*, the *Declarant* remains in control of Bayberry at Winslow Farm.

F. *Declarant* wishes to exercise its reserved right to amend the *Declaration* to reflect the fact that Bayberry will be improved with sixty-four (64) condominium units and each Owner of a condominium unit in the project shall be entitled to a 1/64th undivided interest in the Common Areas.

The undersigned agree as follows:

a. Section 1.13 is amended to state as follows:

1.13 Condominium Unit.

"Condominium Unit" means separately designated and legally described freehold estates consisting of the Living Area and the respective 1/64th undivided interest in the Common Areas.

b. Section 3 is amended to state as follows:

Section 3. Description of Bayberry at Winslow Farm. Bayberry at Winslow Farm consists of sixty-four (64) Condominium Units designated by unit number in Building Letter A through T, inclusive, together with the Common Area and the Conservancy Area. The size of the Living Areas are as designated on the Plat. The legal description for each Condominium Unit in Bayberry shall be as follows:

Condominium Unit \_\_\_\_\_, Building \_\_\_\_\_ in Bayberry at Winslow Farm, a horizontal property condominium in Monroe County, Indiana, as defined in the Floor Plans, and recorded as Instrument Number \_\_\_\_\_ in Horizontal Property Record \_\_\_\_\_, pages \_\_\_\_\_ in the Office of the Recorder of Monroe County, Indiana, together with an undivided 1/64th interest in the Common Areas.

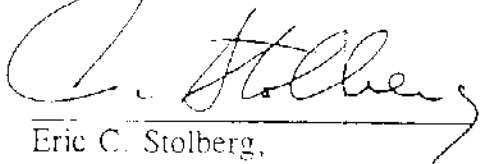
c. The first sentence of Section 5 is amended to state as follows:

The Owner of each Condominium Unit is entitled to an undivided interest of an equal 1/64th in the Common Areas.

The remainder of Section 5 shall not be affected.

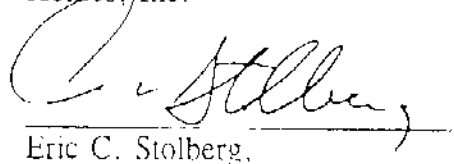
The undersigned warrant and represent that they are all of the acting Directors of the Declarant and the Homeowners' Association as of the date of this *Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Bayberry at Winslow Farm*. The Directors of the Bayberry Homeowners'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

Bayberry Homeowners  
Association, Inc.

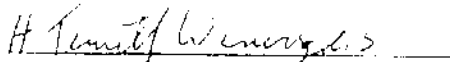
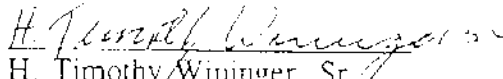
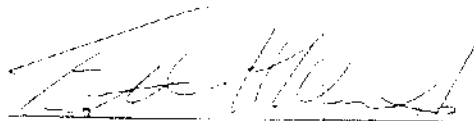
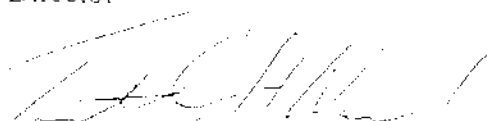


Eric C. Stolberg,  
Director

Winger/Stolberg  
Homes, Inc.



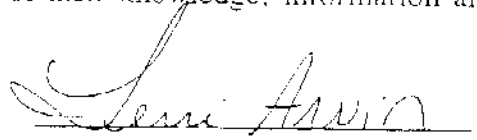
Eric C. Stolberg,  
Director

  
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    )

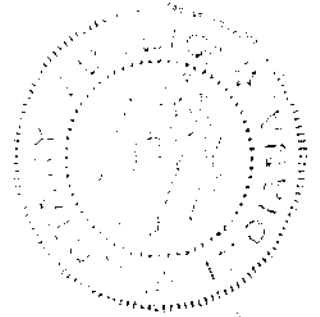
Before me, a Notary Public, in and for said County and State, personally appeared Eric C. Stolberg, H. Timothy Winger, Sr. and Timothy H. Winger, Jr., known to me to be all of the Directors of the Bayberry Homeowners' Association, Inc., an Indiana not-for-profit corporation, and all the Directors of Winger/Stolberg Homes, Inc., an Indiana business corporation, who acknowledged the execution of this *Second 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 October, 2000.



Name Printed: Terri Arvin  
Notary Public

I reside in Lawrence County, Indiana.  
My commission expires: 10-11-2007



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

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