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FIRST AMENDMENT

NOV 15 1996

TO THE

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF

MOSS CREEK VILLAGE AT WINSLOW FARM, PHASE I

The Declarant executes this *First Amendment to the Declaration of Covenants, Conditions And Restrictions of Moss Creek Village at Winslow Farm, Phase I* this 5 day of November, 1996 as follows:

Recitals

(A) Winger/Stolberg Communities LLC is the "*Declarant*" as identified in the original *Declaration of Covenants, Conditions and Restrictions of Moss Creek Village at Winslow Farm, Phase I* (the "*Declaration*").

(B) The *Declaration* was executed by *Declarant* on August 21, 1995 and was recorded in the Office of the Recorder of Monroe County, Indiana on September 14, 1995 as instrument number 513202 in Miscellaneous Record 234, pages 668 through 719, inclusive.

(C) *Declarant* reserved the right to amend the *Declaration* in Section 22.7 of the *Declaration*.

(D) As of the date of this *First Amendment to the Declaration of Covenants, Conditions and Restrictions of Moss Creek Village at Winslow Farm, Phase I*, the *Declarant* remains in control of the Moss Creek Village Homeowners' Association, Inc.

(E) *Declarant* wishes to exercise its reserved right to amend the *Declaration* on the terms contained herein.

The undersigned agree as follows:

1. The *Declaration* is modified by amending Section 1.6, Common Areas to read as follows:

"1.6. Common Area. "Common Area" means: (1) all of the area in Moss Creek Village outside the boundaries of any Lot; and, (2) the Retaining Walls."

The undersigned warrant and represent that they are all of the Members of the Declarant; all of the Directors of the Association; and all of the Directors of the Community Association as of the date of this First Amendment to the Declaration of Covenants, Conditions and Restrictions of Moss Creek Village at Winslow Farm, Phase I. The Directors of the Association and the Community Association have joined in this First Amendment to the Declaration of Covenants, Conditions and Restrictions of Moss Creek Village at Winslow Farm, Phase I to evidence their consent to the amendment.

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 Moss Creek Village at Winslow Farm, Phase I have the same meaning as in the original Declaration; and, (2) the original Declaration remains unmodified and in full force and effect.

"Some Lots located within Moss Creek Village are subject to a Retaining Wall Easement. If a Retaining Wall Easement is depicted on the Plat for any Lot in Moss Creek Village, that Lot is subject to a permanent and non-exclusive Retaining Wall Easement granted to the Association at the location shown on the Plat for the purpose of accessing, maintaining, repairing and replacing the Retaining Walls owned by the Association. Within the Retaining Wall Easement, no Owner shall: (1) construct any walks, structure or other improvements; or, (2) plant any trees, shrubs or other vegetation; or, (3) do anything that interferes with the Association's rights to use the Retaining Wall Easement."

3. The Declaration is modified by adding the following language to the end of Section 4, Lots and Easements:

1.21. Retaining Wall Easement. "Retaining Wall Easement" means the permanent non-exclusive access and maintenance easement over and along the Owner's Lots at the locations as depicted on the Plat in favor of the Association for: (1) accessing the Retaining Walls by the Association's agents and employees; and, (2) repairing, maintaining and replacing the Retaining Walls by the Association. In no event shall any Retaining Wall Easement include any Patio Home.

"1.20. Retaining Walls. "Retaining Walls" means the retaining walls owned by the Association which were initially constructed by Declarant on the Real Estate.

2. The Declaration is modified by adding the following sections to Section 1. Definitions:

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Moss Creek Village Homeowners' Association, Inc.

Winger/Stolberg Communities LLC


Eric C. Stolberg, Director


Eric C. Stolberg, Member


H. Timothy Winger, Sr.
Director



H. Timothy Winger, Sr.,
Member



Timothy H. Winger, Jr.
Director


Timothy H. Winger, Jr.,
Member


WININGER/STOLBERG HC, INC.

WINSLOW FARM COMMUNITY ASSOCIATION, INC.

By: 
H. Timothy Winger, Sr.
President


H. Timothy Winger, Sr.
Director

Attest: 
Timothy H. Winger, Jr.
Secretary/Treasurer


Timothy H. Winger, Jr.
Director


Eric C. Stolberg
Director

I reside in Kawwau County, Indiana
My Commission Expires: 5-23-00

Name Printed: Shawn Corcoran
Notary Public

Shawn Corcoran
H. Timothy Winger, Sr. and Timothy H. Winger, Jr., the President and Secretary of Winger/Stoberg HC, Inc., a member of Winger/Stoberg Communities LLC, personally appeared before me, a Notary Public, in and for said County and State on the 5 day of November, 1996, and who for and on behalf of Winger/Stoberg HC, Inc. acknowledged the execution of the foregoing First Amendment to the Declaration of Covenants, Conditions and Restrictions of Moss Creek Village at Winslow Farm, Phase I, and after being duly sworn, stated that the statements contained therein are true.

STATE OF INDIANA)
COUNTY OF MONROE)
SS:)

I reside in Kawwau County, Indiana
My commission expires: 5-23-00

Name Printed: Shawn Corcoran
Notary Public

Shawn Corcoran
H. Timothy Winger, Sr., Timothy H. Winger, Jr. and Eric C. Stoberg, members of Winger/Stoberg Communities LLC personally appeared before me, a Notary Public, in and for said County, and State on the 5 day of November, 1996, and who for and on behalf of Winger/Stoberg Communities LLC acknowledged the execution of the foregoing First Amendment to the Declaration of Covenants, Conditions and Restrictions of Moss Creek Village at Winslow Farm, Phase I, and after being duly sworn, stated that the statements contained therein are true.

STATE OF INDIANA)
COUNTY OF MONROE)
SS:)

212 331

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

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H. Timothy Winger, Sr., Timothy H. Winger, Jr., and Eric C. Stolberg, the directors of Moss Creek Village Homeowners' Association, Inc. personally appeared before me, a Notary Public, in and for said County and State on the 5 day of November, 1996, and who for and on behalf of Moss Creek Village Homeowners' Association, Inc. acknowledged the execution of the foregoing *First Amendment to the Declaration of Covenants, Conditions and Restrictions of Moss Creek Village at Winslow Farm, Phase I*, and after being duly sworn, stated that the statements contained therein are true.

Shawna Greer Stuart

Name Printed: Shawna Greer Stuart
Notary Public

I reside in Lawrence County, Indiana.
My commission expires: 5-23-00

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This instrument Prepared By: James F. Bohrer, Mallor Clendenen Grodner & Bohrer, 511 Woodcrest Drive, Post Office Box 5787, Bloomington, Indiana 47407. 5787 (812) 336-0200

I reside in Lawrence County, Indiana
My commission expires: 5-23-01

Name Printed: Sharon Greer Stuehl
Notary Public
Sharon Greer Stuehl

H. Timothy Winger, Sr., Timothy H. Winger, Jr., and Eric C. Stolberg, the directors of Winslow Farm Community Association, Inc. personally appeared before me, a Notary Public, in and for said County and State on the 5 day of November, 1996, and who for and on behalf of Winslow Farm Community Association, Inc. acknowledged the execution of the foregoing First Amendment to the Declaration of Covenants, Conditions and Restrictions of Moss Creek Village at Winslow Farm, Phase I, and after being duly sworn, stated that the statements contained therein are true.

STATE OF INDIANA)
COUNTY OF MONROE)
SS:)

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