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Monroe County Recorder IN
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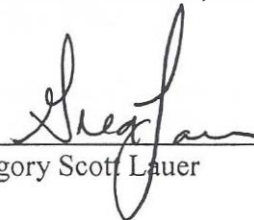


**THIRD AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF WINSLOW FARM**

Recorded in the Office of the Recorder
of Monroe County, Indiana

Consisting of 5 pages,
including this cover page

I, Gregory Scott Lauer, affirm under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.



Gregory Scott Lauer

**THIRD AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF WINSLOW FARM
DATED JANUARY 9, 2018**

THIS THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WINSLOW FARM ("Third Amendment") is made and executed this 9th day of January, 2018, by the President and the Secretary of the Community Board of Directors of Winslow Farm on behalf of the Community Board of Directors of Winslow Farm.

RECITALS

WHEREAS, the original Declaration of Covenants, Conditions and Restrictions of Winslow Farm (the "Declaration") were 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;

WHEREAS, the Declaration was amended by the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Winslow Farm which First Amendment was recorded in the Office of the Recorder of Monroe County, Indiana on June 10, 1996 as instrument number 609326 in Miscellaneous Record Book 239, pages 457 through 462 inclusive;

WHEREAS, the Declaration was amended by the Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Winslow Farm which Second Amendment was recorded in the Office of the Recorder of Monroe County, Indiana on October 9, 1998 as instrument number 820413 in Miscellaneous Record Book 254, pages 457 through 461 inclusive;

WHEREAS, the Declaration, pursuant to Section 11.2 of said Declaration, may be amended from time to time with the approval by the affirmative vote of not less than sixty-six and two-thirds percent (66 2/3%) of the Owners in Winslow Farm;

WHEREAS, as indicated on Exhibit A of this Third Amendment, attached hereto and incorporated herein, at least sixty-six and two-thirds percent (66 2/3%) of the Owners in Winslow Farm do desire to amend the Declaration as indicated herein;

NOW, THEREFORE, the Owners in Winslow Farm, pursuant to the terms and conditions of Section 11.2 of the Declaration, hereby amend said Declaration as indicated in this Third Amendment.

TERMS AND CONDITIONS OF THIRD AMENDMENT

1. Section 10.8 of the Declaration shall be amended by deleting the current Section 10.8 and replacing it with the following Section 10.8:

10.8. Solar Devices. Subject to the prior written approval of the Community Association through its Community Board of Directors (and/or the applicable Neighborhood Board and/or architectural committee), certain solar devices designed for energy and/or heat collection/storage may be allowed upon or around a Residence. Any request for approval must include a detailed design plan and such other information as may be required by the Community Board of Directors (and/or the applicable Neighborhood Board and/or architectural committee). This Section 10.8 shall not prohibit the use of "passive" solar energy or geothermal loop systems which are buried in the ground.

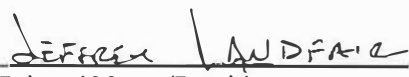
2. Except as specifically modified by this instrument or by the First Amendment or by the Second Amendment: (A) all capitalized terms used in this Third Amendment to the Declaration of Covenants, Conditions and Restrictions of Winslow Farm have the same meaning as in the original Declaration, as amended;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

The undersigned warrant and represent that they are acting Directors of the Community Association as of the date of this Third Amendment to the Declaration of Covenants, Conditions and Restrictions of Winslow Farm.

IN WITNESS WHEREOF, the Winslow Farm Community Association, Inc., by its President and Secretary, has caused this Third Amendment to the Declaration of Covenants, Conditions and Restrictions of Winslow Farm to be executed on the date and year first written above.

WINSLOW FARM COMMUNITY ASSOCIATION, INC.

Signature: 


Printed Name/President

Signature: 


Printed Name/Secretary

STATE OF INDIANA, COUNTY OF MONROE, SS:

Before me, a Notary Public, in and for said County and State, personally appeared Jeffrey Landfair, by me known to be the President of the Community Board of Directors of Winslow Farm, who acknowledged the execution of the foregoing on behalf of said corporation and who having been duly sworn stated the truth of the foregoing representations.

WITNESS my hand and Notarial Seal this 9 day of January 2018.

My Commission expires:

Oct. 8, 2025

[Signature], Notary Public

CAROLE DAMON

Printed Name

MONROE COUNTY, IN

STATE OF INDIANA, COUNTY OF MONROE, SS:

Before me, a Notary Public, in and for said County and State, personally appeared Amy Stupka, by me known to be the Secretary of the Community Board of Directors of Winslow Farm, who acknowledged the execution of the foregoing on behalf of said corporation and who having been duly sworn stated the truth of the foregoing representations.

WITNESS my hand and Notarial Seal this 9 day of January 2018.

My Commission expires:

Oct. 8, 2025

[Signature], Notary Public

CAROLE DAMON

Printed Name

MONROE COUNTY, IN

This Document Prepared By:
Gregory Scott Lauer, Attorney at Law
Bloomington, Indiana

**SECRETARY'S CERTIFICATE REGARDING
THIRD AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF WINSLOW FARM**

I, Amy Stupka, attest as follows:

1. I am currently serving as Secretary of the Community Board of Directors of the Winslow Farm Community Association (the "Association").
2. By affirmative vote, concluded on or about Dec 15, 2017, at least sixty-six and two-thirds percent (66 2/3%) of the Owners in Winslow Farm voted in favor of amending the original Declaration of Covenants, Conditions and Restrictions of Winslow Farm by a Third Amendment to the Declaration of Covenants, Conditions and Restrictions of Winslow Farm.
3. The above-referenced voting record is on record with the Professional Management of the Association.

Signature: _____

Printed Name: _____

Amy Stupka, Secretary
Winslow Farm Community Board of Directors for
the Winslow Farm Community Association

STATE OF INDIANA, COUNTY OF MONROE) SS:

Before me, a Notary Public in and for said County and State, personally appeared Amy Stupka, Secretary of the Winslow Farm Community Board of Directors for the Winslow Farm Community Association who acknowledged the execution of the foregoing Secretary's Certificate.

WITNESS my hand and Notarial Seal this 9 day of January, 2018.

My Commission Expires:

Oct 8, 2025

Notary Public,

Printed Name: CAROLE DAMON

Residing in: Monroe County, Indiana

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Gregory Scott Lauer
Gregory Scott Lauer

This Document Prepared By: Gregory Scott Lauer, Attorney at Law

EXHIBIT

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