

GOLFSIDE AT ULEN HOMEOWNERS ASSOCIATION, INC.
An Indiana Non-Profit Corporation

Declaration of Covenants and Restrictions
Revised July 2001

This Declaration (hereafter "Declaration"), made as of the 13th day July of 2001, by M & W Development Corp., an Indiana corporation ("Declarant"), *INSTRUMENT NUMBER 0112776*

WITNESSETH

WHEREAS, the following facts are true:

WHEREAS, Declarant is the owner of the real estate located in Boone County, Indiana, described in Exhibit "A" (hereafter "Property"), upon which Declarant intends to develop a residential subdivision to be known as Golfside at Men consisting of Section One and Section Two.

WHEREAS, Declarant has or will construct certain improvements and amenities which shall constitute Community Area;

WHEREAS, Declarant desires to subdivide and develop the Real Estate subject to the terms of this Declaration, as hereinafter provided;

WHEREAS, the term "Property" shall hereafter mean and refer to the Real Estate as have from time to time been subjected to and at any time subject to this Declaration;

WHEREAS, Declarant desires to provide for the preservation and enhancement of the property values, amenities and opportunities in Golfside at Ulen and for the maintenance of the Property and the improvements thereon, and to this end desires to subject the Property to the covenants, restrictions, easements, charges and liens hereinafter set forth (in addition to the provisions set forth on Deed of Dedication on the recorded Plat of Golfside at Ulen), each of which is for the benefit of the Lots and lands in the Property and the future owners thereof;

WHEREAS, Declarant deems it desirable, for the efficient preservation of the values and amenities in Golfside at Ulen, to create an agency to which may be delegated and assigned the powers of owning, maintaining and administering Common Areas (if any), administering and enforcing the Restrictions, collecting and disbursing the Assessments and charges hereinafter created, and promoting the health, safety and welfare of the Owners of Lots.

WHEREAS, the within covenants shall apply to both Section One and Section Two except with requirements as to the building size and such other provisions that specifically address either Section One or Section Two.

WHEREAS, Declarant will incorporate under the laws of the State of Indiana a not-for-profit corporation known as Golfside at Ulen Homeowners Association, Inc. for the purpose of exercising such functions.

NOW, THEREFORE, Declarant hereby declares that all of the Lots and lands in the Property, as they are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, are subject to the following Restrictions, all of which are declared to be in furtherance of a plan for the improvement and sale of the Property and each Lot situated therein, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property as a whole and of each of the Residences, Lots and lands situated therein. The Restrictions shall run with the land and shall be binding upon Declarant, its respective successors and assigns, and upon the parties having or acquiring any

interest in the Property or any part or parts thereof subject to such Restrictions. The Restrictions shall inure to the benefit of Declarant and its respective successors in title to the Property.

1. **DEFINITIONS.** The following terms, as used in this Declaration, unless the context clearly requires otherwise, shall mean the following:
 - a. "Architectural Review Board" means that entity established pursuant to Paragraph 11 of this Declaration for the purposes therein stated.
 - b. "Articles" mean the Articles of Incorporation of the Corporation, as amended from time to time.
 - c. "Assessments" means all sums lawfully assessed against the Members of the Corporation, as amended from time to time.
 - d. "Board of Directors" means the governing body of the Corporation elected by the Members in accordance with the By-Laws.
 - e. "By-Laws" means the Code of By-Laws of the Corporation, as amended from time to time.
 - f. "Golfside at Ulen" means the name by which the Property shall be known.
 - g. "Common Area" means any area referred to on a Plat as a Common Area.
 - h. "Community Area" means (i) the Drainage System, (ii) the Entry Ways, (iii) the Roadways to the extent not maintained by public authority, (iv) any utility service lines or facilities not maintained by a public utility company or governmental agency that serve more than one Lot, and (v) any area of land (1) shown on the Plat or (2) conveyed to or acquired by the Corporation, together with all improvements thereto, that are intended to be devoted to the use or enjoyment of some, but not necessarily all, of the Owners of Lots.
 - i. "Corporation" or "Association" means Golfside at Ulen Homeowners Association, Inc., an Indiana not-for-profit corporation, its successors and assigns.
 - j. "Declarant" means M & W Development Corp., its successors and assigns to its interest in the Property other than Owners purchasing Lots or Residences by deed from Declarant (unless the conveyance indicated an intent that the grantee assume the rights and obligations of Declarant).
 - k. "Development Period" means the period of time commencing with the execution of this Declaration and ending when Declarant has completed the development and sale of, and no longer owns, any Lot or any other portion of the real estate in the Property.
 - l. "Drainage Board" means the drainage board of the City of Lebanon or the County of Boone whichever has jurisdiction under the appropriate statutes and/or ordinances, their successors or assigns.
 - m. "Drainage System" means the open drainage ditches and swales, the subsurface drainage tiles, pipes and structures, the dry and wet retention and/or detention areas, and the other structures, fixtures, properties, equipment and facilities located in the Property and designed for the purpose of controlling, retaining or expediting the drainage of surface and subsurface waters from, over and across the Property, including, but not limited to, those shown or referred to on the Plat, all or part of which may be established as legal drains subject to the jurisdiction of the Drainage Board.
 - n. "Entry Ways" means the structures, which may be located within a Community Area, constructed as an entrance to Elm Swamp Road or County Road 250 North or a part thereof (exclusive of the street pavement, curbs and drainage structures and tiles), the traffic island, if any, and the grassy area surrounding such structures, whether located within or without the Property.
 - o. "Landscape Easement" means a portion of a Lot denoted on the Plat as an area to be landscaped and maintained by the Corporation (if any).

- p. "Lot" means a platted lot as shown on the Plat.
- q. "Lot Development Plan" means (i) a site plan prepared by a licensed engineer or architect, (ii) foundation plan and proposed finished floor elevations, (iii) building plans, including elevation and floor plans, (iv) material plans and specifications, (v) landscaping plan, and (vi) all other data or information that the Architectural Review Board may request with respect to the improvement or alteration of a Lot (including, but not limited to, the landscaping thereof) or the construction or alteration of a Residence or other structure or improvement thereon.
- r. "Maintenance Costs" means all of the costs necessary to keep the facilities to which the term applies operational and in good condition, including, but not limited to, the cost of all upkeep, maintenance and replacement of all or any portion of any such facility, payment of all insurance with respect thereto, all taxes imposed on the facility and on the underlying land, leasehold, easement or right-of-way, and any other expense related to the continuous maintenance, operation or improvement of the facility.
- s. "Member" means a Class A or Class B member of the Corporation and "Members" means Class A and Class B members of the Corporation.
- t. "Mortgagee" means the holder of a first mortgage on a residence.
- u. "Owner" means a Person, including Declarant, who at the time has or is acquiring any interest in a Lot except a Person who has or is acquiring such an interest merely as security for the performance of an obligation.
- v. "Person" means an individual, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof.
- w. "Plat" means the final plat of the Property recorded in the Office of the Recorder of Boone County, Indiana.
- x. "Reserve for Replacements" means a fund established and maintained by the Corporation to meet the cost of periodic maintenance, repairs, renewal and replacement of the Community Area.
- y. "Residence" means any structure intended exclusively for occupancy by a single family together with all appurtenances thereto, including private garage and outbuildings and recreational facilities usual and incidental to the use of a single family residential lot.
- z. "Restrictions" means the covenants, conditions, easements, charges, liens, restrictions, rules and regulations and all other provisions set forth on the final recorded Plat and in this Declaration, and the Register of Regulations, as the same may from time to time be amended.
- aa. "Register of Regulations" means the document containing rules, regulations, policies, and procedures adopted by the Board of Directors or the Architectural Review Board, as the same may from time to time be amended.
- bb. "Roadway" means all or any part of a street, land or road (including the right-of-way) designated to provide access to one or more Lots which has not been accepted for maintenance by a public authority.
- cc. "Zoning Authority" with respect to any action means the governmental body or bodies, administrative or judicial, in which authority is vested under applicable law to hear appeals, or review action, or the failure to act.

2. **DECLARATION.** Declarant expressly declares that the Property shall be held, transferred, and occupied subject to the Restrictions. As of the date of the execution of this Declaration, the Property consists solely of the Real Estate. The Owner of any Lot subject to these Restrictions, by (i) acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or

a subsequent Owner of such Lot, or (ii) by the act of occupancy of any Lot, shall accept such deed and execute such contract subject to each Restriction and agreement herein contained. By acceptance of such deed or execution of such contract, each Owner acknowledges the rights and powers of Declarant and of the Corporation with respect to these restrictions, and also for itself, its heirs, personal representatives, successors and assigns, covenants, agrees and consents to and with Declarant, the Corporation, and the Owners of each of the Lots affected by these Restrictions to keep, observe, comply with and perform such restrictions and agreement.

3. **ADDITIONAL LAND.** Declarant shall have, and hereby reserves the right, at any time, and from time to time, to add the Property and subject additional real estate to this Declaration. Any portion of additional real estate added to the Property, and therefore and thereby becomes a part of the Property and subject in all respects to this Declaration and all rights, obligations and privileges herein, when Declarant places of record in Boone County, Indiana, an instrument so declaring the same to be part of the Property, which declaration may be made as part of a subdivision plat of any portion of the additional real estate, or by an amendment or supplement to this Declaration. Upon the recording of any such instrument the real estate described therein shall, for all purposes, thereafter be deemed a part of the Property and the Owners of any Lots within such real estate shall be deemed for all purposes to have and be subject to all the rights, duties, privileges and obligations of Owners of Lots within the Property. No single exercise of Declarant right and option to add to and expand the Property, as described herein as to any part or parts of additional real estate, shall preclude Declarant thereafter from time to time further expanding and adding to the Property to include other portions of additional real estate, and such right and option of expansion may be exercised by Declarant from time to time as to all or any portions of additional real estate so long as such expansion is accomplished during the Development Period. Such expansion of the Property is entirely at the discretion of Declarant and nothing contained in this Declaration or otherwise shall require Declarant to expand the Property beyond the Real Estate, or any other portions of additional real estate which Declarant may voluntarily and in its sole discretion from time to time subject to this Declaration. Further, Declarant reserves the right to grant the benefit of the easements described in Paragraph 12 hereof to all or a portion of additional real estate without burdening those portions with the obligations of this Declaration. Declarant shall do so from time to time by recordation of an Instrument in the Office of the Recorder of Boone County, Indiana, signed solely by Declarant.
4. **DRAINAGE SYSTEM.** Declarant shall maintain any Drainage System it so constructs in good condition satisfactory for the purpose for which it was constructed until the earlier of the completion of its development activities within the Property or the date the Drainage System is accepted as a legal drain by the Drainage Board or Declarant notifies in writing its intention to cease maintenance to the Golfside at Ulen Homeowners Association, Inc. After the earlier of such dates, the Corporation shall maintain the Drainage System to the extent not maintained by the Drainage Board and the Maintenance Costs thereof shall be assessed against all Lots subject to assessment.
5. **MAINTENANCE OF ENTRY WAYS, LANDSCAPE EASEMENTS AND COMMUNITY AREA EASEMENTS, AND COMMON AREA.** The Corporation shall maintain the Entry Ways and the Landscape Easements (if any) and all improvements and plantings thereon, and the Maintenance Costs thereof shall be assessed as a General Assessment against all Lots subject to assessment. Grass, trees, shrubs and other plantings located on an Entry Way or a Landscape Easement shall be kept neatly cut, cultivated or trimmed as reasonably required to maintain an attractive entrance to the Real Estate. All entrance signs located on an Entry Way shall be maintained at all times in good condition appropriate to a first-class residential subdivision.
6. **ROADWAYS.**
 - a. **Maintenance.** Declarant shall maintain each Roadway in good condition satisfactory for the purpose for which it was constructed until the Roadway has been accepted as a public roadway.

- b. Landscaping. All landscaping within the road right-of-way is subject to the approval of the appropriate governmental authority.
- c. Cul-de-sac Parking. There shall be no parking on the Cul-de-sacs shown on the Plat.

7. CONSTRUCTION OF RESIDENCES.

- a. Land Use. Lots may be used only for single-family residential purposes and only one Residence not to exceed two and one half (2-1/2) stories. No portion of any Lot may be sold or subdivided such that there will be thereby a greater number of Residences in Golfside at Ulen than the number of Lots depicted on the Plat. Notwithstanding any provision in the applicable zoning ordinance to the contrary, no Lot may be used for any "Special Use" that is not clearly incidental and necessary to single-family dwellings. No home occupation shall be conducted or maintained on any Lot other than one which does not constitute a "special use" and which is incidental to a business, profession or occupation of the Owner or occupant of such Lot and which is generally or regularly conducted at another location which is away from such Lot. No signs of any nature, kind or description shall be erected, placed, or permitted to remain on any Lot advertising a permitted home occupation.
- b. Size of Residence-Golfside at Ulen Section One. Except as otherwise provided herein, no residence may be constructed on any Lot in Section One unless such Residence, exclusive of open porches, attached garages and basements, shall have a ground floor area of One Thousand Nine Hundred (1,900) square feet if a one-story structure, or a ground floor area of One Thousand Five Hundred (1,500) square feet exclusive of open porches, attached garages and basements, if the residence is two (2) or more stories. Total square footage for a two-story structure shall total a minimum of Two Thousand Six Hundred (2,600) square feet. When construction is started on any structure on any lot, it shall be completed within twelve (12) months.
- c. Size of Residence-Golfside at Ulen Section Two. Except as otherwise provided herein, no residence may be constructed on any Lot in Section Two unless such Residence, exclusive of open porches, attached garages and basements, shall have a ground floor area of One Thousand Six Hundred (1,600) square feet if a one-story structure, or a ground floor area of One Thousand Two Hundred (1,200) square feet exclusive of open porches, attached garages and basements, if the residence is two (2) or more stories. Total square footage for a two-story structure shall total a minimum of One Thousand Six Hundred (1,600) square feet. When construction is started on any structure on any lot, it shall be completed within twelve (12) months.
- d. Other Structures. No trailer, tent, shack, detached garage, boat, barn, or other outbuildings shall at any time be used as a residence or for any other purpose, temporarily or permanently, on any building site, except as otherwise permitted herein.
- e. Building Location and Finished Floor Elevation. No building may be erected between the building line shown on the Plat and the front Lot line, and no structure or part thereof may be built or erected nearer than ten (10) feet to any side Lot line and the Rear and Front set back lines as established on the Plat. Provided, however, that for Lots numbered 49, 57, 58, 61, 64, 65, 70 and 71 the ten (10) foot limitation will not apply. For Lots numbered 49, 57, 58, 61, 64, 65, 70 and 71 no building may be erected between the building line shown on the Plat and the front Lot line and no structure or part thereof may be built or erected nearer than five (5) feet to any side Lot line and the Rear and Front set back lines as established on the Plat. Provided further, however, no accessory building may be erected in front of a main building or in the required front yard on the side of a corner lot unless the accessory building is attached to the main building by a common wall. Demonstration of adequate storm water drainage in conformity with both on-lot and overall project drainage plans shall be a prerequisite for alternative finished floor elevations. Before construction commences, the finished floor elevation shall be physically checked on the Lot and certified by a licensed professional engineer or a licensed land surveyor.

- f. Driveways. All driveways shall be concrete base or exposed concrete aggregate and maintained dust-free.
- g. Storage Tanks. All above or below ground storage tanks, with the exception of gas storage tanks used solely in connection with gas grills for the purpose of grilling or cooking food, shall be and hereby are prohibited.
- h. Construction and Landscaping. All construction upon, landscaping of (other than the planting of annuals) and other improvements to a Lot shall be completed strictly in accordance with the Lot Development Plan approved by the Architectural Review Board. All structures shall be constructed with new materials with the exception of used brick, which must be specifically approved by the Architectural Review Board. All lots shall be graded seeded and/or sodded within ninety (90) days of completion of construction unless completion occurs during the winter months, then the Lot shall be graded and seeded and/or sodded no later than the following June 30th.
- i. Mailboxes. All mailboxes installed shall be of a type, color and manufacture approved by the Architectural Review Board. Such mailboxes shall be installed upon posts approved as to type, size and location by the Architectural Review Board.
- j. Septic Systems. No septic tank, absorption field or any other on-site sewage disposal system (other than a lateral main connected to a sanitary sewage collection system operated by the Regional Waste District or a successor public agency or public utility) shall be installed or maintained on any Lot.
- k. Water Systems. Each Owner shall connect to such water line maintained by a private or public water utility to provide water for domestic use on the Lot and shall pay all connection, availability or other charges lawfully established with respect to connections thereto.
- l. Drainage. In the event storm water drainage from any Lot or Lots flows across another Lot, provision shall be made by the Owner of such Lot to permit such drainage to continue, without restriction or reduction, across the downstream Lot and into the natural drainage channel or course, although no specific drainage easement for such flow of water is provided on the Plat. To the extent not maintained by the Drainage Board, "Drainage Easements" reserved as drainage swales shall be maintained by the Owner of the Lot upon which such easements are located such that water from any adjacent Lot shall have adequate drainage along such swale. Lots within Golfside at Ulen may be included in a legal drain established by the Drainage Board. In such event, each Lot in Golfside at Ulen will be subject to assessment by the Drainage Board for the costs of maintenance of the portion of the Drainage System included in such legal drain, which assessment will be a lien against the Lot. The elevation of a Lot shall not be changed so as to affect materially the surface elevation or grade of surrounding Lots. Perimeter foundation drains and sump pump drains shall be connected whenever feasible into a subsurface drainage tile. Downspouts and drains shall be designed to disperse runoff for overland flow to street or swale collection systems. Each Owner shall maintain the subsurface drains and tiles located on his Lot and shall be liable for the cost of all repairs thereto or replacements thereof. No crawl spaces, basements, eaves troughs, gutters, downspouts, or foundation drains shall be constructed to discharge water onto a street. Crawl space drains, foundation drains, basement drains, and downspout discharge intercepting and carrying only excess ground water or rainwater are to be connected to the laterals already in place for that purpose.
- m. Vacant Lots. It shall be the duty and obligation of the Owner of a vacant Lot to maintain such Lot and mow the lawn thereon, provided, however, Declarant and the Corporation shall have the right, but not the obligation, to mow the lawn and maintain vacant Lots.
- n. Outbuildings. Outbuildings and sheds are specifically prohibited.
- o. Damage or Destruction of Improvements. Any structure that is externally damaged by fire, wind or other disaster shall be repaired or removed within six (6) months of such occurrence.

8. **MAINTENANCE OF LOTS.**

- a. **Vehicle Parking.** No boat, camper, boat trailer, house trailer, horse trailer, recreational vehicle, truck, larger than a pick up truck, or any part thereof shall be stored or permitted to remain on any residential lot unless the same is stored or placed in a garage or fully enclosed space, except for temporary storage for a period not to exceed thirty (30) consecutive days in duration, with such temporary occurrences not to exist more than one (1) time in any calendar year.
- b. **Signs.** Except for such signs as Declarant may in its absolute discretion display in connection with the identification or development of Golfside at Ulen and the sale of Lots therein and such signs as may be located in any Community Area, no sign of any kind shall be displayed to the public view on any Lot except that two (2) signs of not more than four (4) square feet may be displayed at any time for the purpose of advertising the property for sale, or may be displayed by a builder to advertise the property during construction and sale. A builder may display a "sold" sign on the Lot when he has sold the property. Other than the aforementioned, the only signs that may be erected by Lot owners in this subdivision are: those required by law, a single sign placed by a builder or financial institution to advertise a property during the construction and sales period, a single yard sale or garage sale sign placed by the owner no more often than two days, twice each calendar year, a single sign placed by an owner to advertise the property for sale or rent. No sign shall exceed four (4) square feet in size.
- c. **Fencing.** No fences or walls shall be permitted except after approval and review by the Architectural Review Board. Chain length fencing and animal containment type fencing shall be prohibited. All approved fences shall be designed and constructed so as to be compatible with the neighborhood and shall be designed and constructed so as to not constitute a nuisance or offensive effect on other persons residing within the subdivision. Shrubbery and other vegetation planted in a manner as to constitute a hedge shall be subject to this provision and subject to approval of the Architectural Review Board.
- d. **Vegetation.** An Owner shall not permit the growth of weeds and volunteer trees and bushes on his Lot, and shall keep his Lot reasonably clear from such unsightly growth at all times. An Owner shall at all times maintain and repair the improvements on his Lot in a manner that does not detract from or diminish the aesthetic appearance of the Real Estate. If an Owner fails to comply with this restriction, the Architectural Review Board may cause the weeds to be cut and the Lot cleared of such growth and/or may repair/maintain said improvements (but shall not be obligated to) at the expense of the Owner thereof and the Architectural Review Board shall have a lien against the Lot for the expense thereof.
- e. **Nuisances.** No noxious or offensive activity or use of property shall be permitted on any Lot, nor shall anything be done thereon that may be, or become, an annoyance or nuisance to the neighborhood. Barking dogs shall constitute a nuisance. No grantee or grantees under any conveyance, nor purchasers, shall at any time conduct or permit to be conducted on any residential Lot any trade or business not otherwise allowed by ordinance in Lebanon, Indiana.
- f. **Garbage and Refuse Disposal.** No trash, garbage, ashes, or other refuse, junk, vehicles in disrepair, underbrush, or other unsightly growths or objects, shall be maintained or allowed on any lot. All fences and buildings shall be kept in a state of repair. All residences, attached garages, and permitted accessory buildings shall be painted or stained, from time to time, so as to maintain a reasonable state of repair. All owners shall be responsible for regular maintenance and trash pick up during the construction of any improvements on the lots. No trash to be left for pick up by the normal trash route shall be placed or left exposed outside the dwelling except from 6:00 p.m. on the evening before trash pick up through 6:00 p.m. on the day of trash pick up.

- g. Livestock and Poultry. No one shall keep or maintain animals or poultry in this subdivision except common household pets. No pets shall be kept, bred, or maintained for commercial purposes. Household pets kept shall be confined by fence or leash and kept quiet so as not to disturb the peace and tranquility of the neighborhood. Should an animal be walked by leash, any debris or animal waste resulting therefrom shall be cleaned up, removed, and disposed of by the owner of said animal.
- h. Outside Burning. No trash, leaves, or other materials shall be burned upon a Lot if smoke therefrom would blow upon any other Lot and, then, only in acceptable incinerators and in compliance with all applicable legal requirements.
- i. Antennas and Receivers. No antenna, satellite dish, or other device for the transmission or reception of radio, television, or satellite signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors and above ground, whether attached to a building or otherwise, on any residential Lot without the written approval of the Architectural Review Board, which approval shall not be unreasonably withheld; provided, however, that any such device may be installed and maintained on any Lot without the necessity of such written approval if (a) it is not visible from neighboring Lots, streets or common area; or (b) the Owner, prior to installation, has received the written consent of the Owners of all Lots who would have views of the device from their Lots; or (c) the device is virtually indistinguishable from structures, devices or improvements, such as heat pumps, air conditioning units, barbecue grills, patio furniture, and garden equipment, which are not prohibited by these covenants or by-laws, or (d) it is a satellite dish of two feet or less.
- j. Exterior Lights. No exterior lights shall be erected or maintained between the building line and rear lot line so as to shine or reflect directly upon another Lot.
- k. Swimming Pools and Tennis Courts. No swimming pool (or equipment or building related thereto) or Tennis Court thereto shall be constructed upon any Lot except as authorized in advance by the Architectural Review Board. Any and all pumps, heaters, filters or other equipment or controls shall be screened from public view.
- l. Lake Usage. Swimming and boating in the subdivision lake is strictly prohibited. No docks, platforms or any other artificial or manmade structure or device shall be placed within the lake.
- m. Clothes Lines. No outside clothes lines or other similar devices for the drying of laundry, clothing or other material shall be permitted.

9. GOLFSIDE AT ULEN HOMEOWNERS ASSOCIATION, INC.

- a. Membership. Each Owner shall automatically be a Member and shall enjoy the privileges and be bound by the obligations contained in the Articles and By-Laws. If a Person would realize upon his security and become an Owner, he shall then be subject to all the requirements and limitations imposed by this Declaration on other Owners, including those provisions with respect to the payment of Assessments.
- b. Powers. The Corporation shall have a Board of Directors and such powers as are set forth in this Declaration and in the Articles and By-Laws, together with all other powers that belong to it by law.
- c. Classes of Membership and Voting Rights. The Association shall have the following two (2) classes of voting membership:
 - (1) Class A. Class A members shall be all Owners with the exception of the Declarant. Class A members shall be entitled to one (1) vote for each lot owned in Golfside at Ulen. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for each Lot shall be exercised as the members holding an interest in such Lot determine among them, but in no event shall more than one vote be cast with respect to any Lot.

- (2) **Class B.** The Class B member shall be the Declarant. The Declarant shall exercise forty three (43) votes for each Lot owned in Golfside at Ulen until the earlier of (i) the date on which the written resignation of Declarant as a Class B member is delivered to the Secretary of the Association, or (ii) the date Declarant no longer owns any Lot in Golfside at Ulen.
- d. **Reserve for Replacements.** The Board of Directors shall establish and maintain the Reserve for Replacements by the allocation and payment to such reserve fund of an amount determined annually by the Board to be sufficient to meet the cost of periodic maintenance, repairs, renewal and replacement of any Community Area. In determining the amount, the Board shall take into consideration the expected useful life of the Community Area, projected increases in the cost of materials and labor, interest to be earned by such fund and the advice of Declarant or such consultants as the Board may employ. The Reserve for Replacements shall be deposited in a special account with a lending institution, the accounts of which are insured by an agency of the United States of America or may, in the discretion of the Board, be invested in obligations of, or fully guaranteed as to principal by, the United States of America.
- e. **Limitations on Action by the Corporation.** Unless the Class B Member and two-thirds (2/3) of the Class A Members (other than Declarant) have given their prior written approval, the Corporation, the Board of Directors and the Owners may not: (i) except as any Community Area (but the granting or easements for public utilities or other public purposes consistent with the intended use of the Community Area shall not be deemed a transfer for the purposes of this clause); (ii) use hazard insurance proceeds for losses to any Community Area for other than the repair, replacement or reconstruction of the Community Area; (iii) change the method of determining the obligations, assessments, dues or other charges that may be levied against the Owner of a Residence; (iv) by act or omission change, waive or abandon any scheme of regulations or their enforcement pertaining to the architectural design or the exterior appearance of Residences, or the maintenance and upkeep of the Community Area; or (v) fail to maintain the Reserve for Replacements in the amount required by this Declaration.
- f. **Mergers.** Upon a merger or consolidation of another corporation with the Corporation, its properties, rights and obligations may, as provided in its Articles of Incorporation, by operation of law be transferred to another surviving or consolidated corporation or, alternatively, the properties, rights and obligations of another corporation may by operation of law be added to the properties, rights and obligations of the Corporation as a surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established by this Declaration within the Property together with the covenants and restrictions established upon any other properties as one scheme. No other merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration within the Property except as hereinafter provided.
- g. **Termination of Class B Membership.** Wherever in this Declaration the consent, approval or vote of the Class B Member is required, such requirement shall cease at such time as the Class B Membership terminates, but no such termination shall affect the rights and powers of Declarant set forth in Paragraphs 12, 14, 15, or 16.
- h. **Board of Directors.** During the Development Period, the Declarant shall appoint all directors, shall fill all vacancies in the Board of Directors, and shall have the right to remove any Director at any time, with or without cause. After the Development Period, the Owners shall elect a Board of Directors of the Association as prescribed by the Association's Articles and By-Laws. The Board of Directors shall manage the affairs of the Association. Directors need not be members of the Association.

10. ASSESSMENTS.

- a. Creation of the Lien and Personal Obligation of Assessments. Declarant hereby covenants, and each Owner of any Lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay to the Corporation the following: (1) General Assessments, (2) Special Assessments, such Assessments to be established and collected as hereinafter provided.
- (1) All Assessments, together with interest thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon the Lot against which each Assessment is made until paid in full. Each Assessment, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the Person who was the Owner of the Lot at the time when the Assessment became due.
- b. General Assessment.
- (1) Purpose of Assessment. The General Assessment levied by the Corporation shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners of Lots and for the improvement, maintenance and operation of the Community Area and all sign easements, landscape easements, and other easements. The General Assessment shall also be levied for the payment of real estate taxes allocable to the Community Areas (if any), which real estate taxes shall be paid by the Corporation from the date hereof, notwithstanding that the Declarant may retain title to all or part of the Common Area (if any). It shall further be the obligation of the Corporation to (i) maintain and pay all costs of maintenance of all public lighting installed and existing in any right-of-way (ii) pay the costs of all electricity and energy usage attributable to public lighting installed and existing any right-of-way and (iii) maintain and pay the costs of maintenance of any sidewalks which abut a right-of-way but are not within the right-of-way, and the General Assessment shall also be levied by the Corporation to comply and pay for with the foregoing maintenance requirements and obligations.
- (2) Basis for Assessment.
- (a) Lots Generally. Each Lot owned by a person shall be assessed at a uniform rate without regard to whether a Residence has been constructed upon the Lot.
- (b) Change in Basis. The basis for assessment may be changed with the assent of the Class B Member and of two-thirds (2/3) of the Class A Members (excluding Declarant) who are voting in person or by proxy at a meeting of such members duly called for this purpose.
- (3) Method of Assessment. By a vote of a majority of the Directors, the Board of Directors shall, on the basis specified in subparagraph (2), fix the General Assessment for each assessment year of the Corporation at an amount sufficient to meet the obligations imposed by this Declaration upon the Corporation. The Board of Directors shall establish the date(s) the General Assessment shall become due, and the manner in which it shall be paid.
- (4) Allocation of Assessment. Except as otherwise expressly provided herein, the cost of maintaining, operating, restoring or replacing improvements on the Community Area shall be allocated equally among owners of all Lots and shall be uniformly assessed.
- c. Special Assessment. The Corporation may levy in any fiscal year a Special Assessment applicable to that year and not more than the next four (4) succeeding fiscal years for the purpose of defraying, in whole or in part, the cost of any construction, repair, or replacement of a capital improvement upon or constituting a part of the Community Area, including fixtures and personal property relating thereto, provided that any such Assessment shall have the assent of the Class B Member and of a majority of the votes of the Class A members whose Lots are subject to assessment with respect to

the capital improvement who are voting in person or by proxy at a meeting of such members duly called for this purpose.

- d. Date of Commencement of Assessments. The General Assessment shall commence with respect to assessable Lots on the first day of the month following conveyance of the first Lot to an Owner who is not Declarant. The initial Assessment on any assessable Lot shall be adjusted according to the number of whole months remaining in the assessment year.
- e. Effect of Nonpayment of Assessments/Remedies of the Corporation. Any Assessment not paid within thirty (30) days after the due date may upon resolution of the Board of Directors bear interest from the due date at a percentage rate no greater than the current statutory maximum annual interest rate, to be set by the Board of Directors for each assessment year. The Corporation shall be entitled to institute in any court of competent jurisdiction any lawful action to collect the delinquent Assessment plus any expenses or costs, including attorneys' fees, incurred by the Corporation in collecting such Assessment. If the Corporation has provided for collection of any Assessment in installments, upon default in the payment of any one or more installments, the Corporation may accelerate payment and declare the entire balance of said Assessment due and payable in full. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Community Area or abandonment of his Lot.
- f. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein against a Lot shall be subordinate to the lien of any prior recorded first mortgage covering such Lot and to any valid tax or special assessment lien on such Lot in favor of any governmental taxing or assessing authority. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from any assessments thereafter becoming due or from the lien thereof.
- g. Certificates. The Corporation shall, upon demand by an Owner, at any time, furnish a certificate in writing signed by an officer of the Corporation that the Assessments on a Lot have been paid or that certain Assessments remain unpaid, as the case may be.
- h. Exempt Property. The following property subject to this Declaration shall be exempt from the Assessments, charge and lien created herein: (1) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use and (2) the Community Area.
- i. Annual Budget. By a majority vote of the Directors, the Board of Directors shall adopt an annual budget for the subsequent fiscal year, which shall provide for allocation of expenses in such a manner that the obligations imposed by the Declaration will be met.

11. **ARCHITECTURAL CONTROL.**

- a. The Architectural Review Board. An Architectural Review Board consisting of three (3) Persons: two (2) of which shall be appointed by the Declarant; and one (1) lot owner shall be selected by the lot owners, not including Declarant. After the expiration of the Development Period, the Architectural Review Board shall consist of three (3) lot owners and shall be appointed by the Board of Directors.
- b. Purposes. The Architectural Review Board shall regulate the external design, appearance, use, location and maintenance of the Property and of improvements thereon in such manner as to preserve values and to maintain a harmonious relationship among structures, improvements and the natural vegetation and topography.
- c. Change in Conditions. Except as otherwise expressly provided in this Declaration, no improvements, alterations, repairs, change of colors, excavations, changes in grade, planting or other work that in any way alters any Lot or the exterior of the improvements located thereon from its natural or improved state existing on the date such Lot was first conveyed in fee by the Declarant or a builder

to an individual homeowner shall be made or done without the prior approval by the Architectural Review Board of a Lot Development Plan therefore. Prior to the commencement by an Owner other than Declarant of (i) construction, erection or alteration of any Residence, building, fence, wall, swimming pool, tennis court, patio, recreational equipment, or other structure on a Lot or (ii) any plantings, a Lot Development Plan with respect thereto shall be submitted to the Architectural Review Board, and no building, fence, wall, Residence, or other structure shall be commenced, erected, maintained, improved, altered, made or done, or any plantings made, by any Person other than Declarant without the prior written approval by the Architectural Review Board of a Lot Development Plan relating to such construction, erection, alteration or plantings. Such approval shall be in addition to, and not in lieu of, all approvals, consents, permits and I or variances required by law from governmental authorities having jurisdiction over Golfside at Ulen and no Owner shall undertake any construction activity within Golfside at Ulen unless legal requirements have been satisfied. Each Owner shall complete all improvements to a Lot strictly in accordance with the Lot Development plans and in a period of no more than twelve months. As used in this subparagraph (c.), "plantings" does not include flowers, bushes, shrubs or other plants having a height of less than thirty (30) inches or that are considered to be annuals.

- d. Procedures. In the event the Architectural Review Board fails to approve, modify or disapprove in writing a Lot Development Plan within thirty (30) days after such plan has been duly filed with the Architectural Review Board in accordance with procedures established by Declarant or, if Declarant is no longer a Class B member, the Board of Directors' approval will be deemed granted. If Declarant is no longer a Class B member, a decision of the Architectural Review Board may be appealed to the Board of Directors, which may reverse or modify such decision by a two-thirds (2/3) vote of the Directors then serving. Their decision shall be final.
- e. Guidelines and Standards. The Architectural Review Board shall have the power to establish such architectural and landscaping design guidelines and standards as it may deem appropriate to achieve the purpose set forth in subparagraph (b.) to the extent that such design guidelines and standards are not in conflict with the specific provisions of this Declaration. If Declarant is no longer a Class B member, any such guideline or standard may be appealed to the Board of Directors, which may terminate or modify such guideline or standard by two-thirds (2/3) vote of the Directors then serving. Without limiting the generality of the factors to be considered by the Architectural Review Board, the following restrictions shall apply:
 - (1) All roofing material shall be limited to either cedar shakes, cedar shingles, earth tone concrete tile; or fiberglass or asphalt shingles.
 - (2) All driveways and parking bays and required forty inches (40") sidewalks shall be constructed of concrete or aggregate.
 - (3) Mechanical equipment, electrical equipment, solar equipment, of any and all types, that would normally be exposed on the outside of a single-family dwelling shall be aesthetically located.
 - (4) Single-story homes shall be brick, stone, or stucco. Split or multi-story dwellings shall have the first level of brick or stone and the upper level may be of wood, brick, stucco or drivit. In the case of wood similar or similar materials that are normally painted or stained, the materials shall be so painted or stained in colors approved by the Architectural Control Board.
 - (5) In spite of the foregoing provisions, the Architectural Review Board shall have no affirmative obligation to be certain that all elements of the design comply with the restrictions contained in this declaration, and no member of the Architectural Review Board shall have any liability, responsibility, or obligation, whatsoever, for any decision or lack thereof, in the carrying out of duties as a member of such committee. Such committee and its members shall have only an advisory function, and the sole responsibility for compliance with all of the terms of this

declaration shall rest with the homeowner. Each homeowner agrees to save, defend, and hold harmless the Architectural Review Board and each of its members on account of any activities of the Architectural Review Board relating to such owner's property or buildings to be constructed on his or her property.

12. **EASEMENTS.**

- a. **Plat Easements.** In addition to such easements as are created elsewhere in this Declaration and as may be created by Declarant pursuant to written instruments recorded in the Office of the Recorder of Boone County, Indiana, Lots are subject to drainage easements, sewer easements, utility easements, sign easements, entry way easements, landscaping easements, and non-access easements, either separately or in any combination thereof, as shown on the Plat, which are reserved for the use of Owners, public utilities companies and governmental agencies as follows:
- (1) **Drainage Easements.** (DE) are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of Golfside at Ulen and adjoining ground and/or public drainage systems; and it shall be the individual responsibility of each Owner to maintain the drainage across his own Lot. Under no circumstance shall said easement be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict, in any manner, the water flow. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage, by Declarant, and by the Architectural Review Board, but neither Declarant nor the Architectural Review Board shall have any duty to undertake any such construction or reconstruction. In the event the Declarant or the Architectural reconstruction, its obligations to restore the affected real estate after any such construction or reconstruction shall be limited to re-grading and re-seeding. Under no circumstances shall the Declarant be liable for any damage or destruction to any fences, structures, or other improvements which are damaged, destroyed or remodeled by Declarant, or its agents or employees as a result of such construction or reconstruction. Said easements are for the mutual use and benefit of the Owners.
 - (2) **Sewer Easements.** Are created for the use of the local government agency having jurisdiction over any storm and sanitary waste disposal system which may be designed to serve Golfside at Ulen for the purpose of installation and maintenance of sewers that are a part of said system.
 - (3) **Utility Easements.** Are created for the use of Declarant, the Corporation and all public utility companies, not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines and wires, as well as for all uses specified in the case of sewer easements.
 - (4) **Entry Way Easements.** Are hereby created in the area of the Entry Ways for the use of Declarant, the Architectural Review Board and the Corporation for the installation, operation and maintenance of the Entry Ways.
 - (5) **Sign and Landscape Easements.** Strips of ground are and reserved for mounding easements, landscape easements, and sign easements within the other easements as shown on the Plat. Declarant hereby reserves unto itself during the Development Period and thereafter unto the Association, such easements for the purposes of providing signs which either (i) advertise the Property, and the availability of Lots the identity of participating builders, or events, or (ii) identify the Property. Declarant reserves unto itself during the Development Period and thereafter unto the Association, the exclusive and sole right to erect signs and install landscaping, mounding, and screening within these strips of ground shown on the Plat. No planting shall be done, and no hedges, walls, or other improvements shall be erected or

maintained in the area of such easements except by the Declarant during the Development Period and, thereafter, by the Association. No fences shall be erected or maintained in the area of such easements, except as may be installed by the Declarant.

Mowing and normal maintenance within these easements shall be borne by the Owners within which these easements lie.

- b. General Easement. There is hereby created a blanket easement over, across, through and under the Property for ingress, egress, installation, replacement, repair and maintenance of (i) pathways, sidewalks or similar installations as Declarant deems desirable during the Development Period or thereafter as determined by the Association, and (ii) underground utility and service lines and systems, including but not limited to water, sewers, gas, telephones, electricity, television, cable or communication lines and systems. By virtue of this easement it shall be expressly permissible for Declarant or the providing utility or service company to install and maintain facilities and equipment on the Property and to excavate for such purposes if Declarant or such company restores the disturbed area. All such restoration shall be limited to re-seeding and re-grading only and Declarant shall be under no obligation to repair or replace any improvements or landscaping. No sewers, electrical lines, water lines, or other utility service lines or facilities for such utilities may be installed or relocated in the Property except as proposed and approved by Declarant prior to the conveyance of the first Lot in the Property to an Owner or by the Architectural Review Board thereafter. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by recordable document, Declarant or the Corporation shall have the right to grant such easement on the Property without conflicting with the terms thereof. This blanket easement shall in no way affect any other recorded easements on the Property, shall be limited to improvements as originally constructed, and shall not cover any portion of a Lot upon which a Residence has been constructed.
- c. Public Health and Safety Easements. An easement is hereby created for the benefit of, and granted to, all police, fire protection, ambulance, delivery vehicles, and all similar Persons to enter upon the Community Area in the performance of their duties.
- d. Drainage Board Easement. An easement is hereby created for the benefit of, and granted to, the Drainage Board to enter the Property and all Lots therein to the extent necessary to exercise its rights with respect to all or any part of the Drainage System within or without any legal drain.
- e. Crossing Underground Easements. Easements utilized for underground service may be crossed by driveways and/or walkways provided prior arrangements are made with the utility company furnishing service. Such easements as are actually utilized for underground service shall be kept clear of all other improvements, including buildings, patios, or other pavings, other than crossings, driveways, or walkways, and neither Declarant nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, agents, employees, or servants to shrubbery, trees, flowers or other improvements of the Owner located on the land covered by said easements.
- f. Declarant's Easement to Correct Drainage. For a period of ten (10) years from the date of conveyance of the first Lot in the Property, Declarant reserves a blanket easement and right on, over and under the ground within the Property to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any grading of the soil, or to take any other similar action reasonably necessary. If such grading or cutting of trees, bushes or shrubbery is in an area designated on the Plat as a Drainage Easement, then Declarant's obligation to restore the affected real estate shall be limited to re-grading and re-seeding, and neither the Declarant nor its agents, employees or assignees shall be liable for any damage or destruction to any improvements, structures or fencing located on or in such existing Drainage Easement. Declarant shall give

reasonable notice of its intention to take such action to all affected Owners, unless in the opinion of Declarant an emergency exists which precludes such notice.

- g. Water Retention. The Owner of each Lot, by acceptance of a deed thereto, consents to the temporary storage (detention) of storm water on such Owner's Lot.
- h. Golf Course Access Easement. The platted easement for golf cart and other access to Ulen Country Club shall, if seeded in grass, be maintained (i.e. mowing weed maintenance and the like) by the owners of property abutting said easement. The easement shall at all times remain free of obstructions and vegetation other than normal lawn type grass. Should a permanent right-of-way be approved and constructed by the Association, all maintenance obligations shall be borne by the Association.

- 13. DECLARANT'S USE DURING CONSTRUCTION. Notwithstanding any provisions to the contrary contained herein or in any other instrument or agreement, Declarant or its sales agents or contractors may maintain during the period of construction and sale of Lots and Residences in the Property, upon such portion thereof as is owned or leased by Declarant, such facilities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction and sale of Lots and Residences, including, but without limiting the generality thereof, a business office, storage area, construction yards, signs, model Residences and sales offices.
- 14. ENFORCEMENT. The Corporation (pursuant to the terms set forth in its By-laws), any Owner or Declarant shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, but neither Declarant nor the Corporation shall be liable for damage of any kind to any Person for failure either to abide by, enforce or carry out any of the Restrictions. No delay or failure by any Person to enforce any of the Restrictions or to invoke any available remedy with respect to a violation or violations thereof shall under any circumstances be deemed or held to be a waiver by that Person of the right to do so thereafter, or an estoppel of that Person to assert any right available to him upon the occurrence, recurrence or continuation of any violation or violations of the Restrictions. In any action by Declarant, the Corporation or an Owner to enforce this Declaration, such party shall be entitled to recover all costs of enforcement, including attorneys' fees, if it substantially prevails in such action.
- 15. APPROVALS BY DECLARANT. As long as there is a Class-B Member, the following actions shall require the prior approval of Declarant: the merger or consolidation of the Property with other real estate; amendment of this Declaration; and changes in the basis for assessment or the amount, use and time of payment of any Assessment.
- 16. AMENDMENTS.
 - a. Generally. This Declaration may be amended at any time by an instrument signed by both (i) the appropriate officers of the Corporation acting pursuant to the authority granted by not less than two-thirds (2/3) of the votes of the Class A members cast at a meeting duly called for the purpose of amending this Declaration, and (ii) the Declarant, so long as the Declarant still owns at least one (1) Lot.
 - b. Effective Date. Any amendment shall become effective upon its recordation in the office of the Recorder of Boone County, Indiana.
- 17. INTERPRETATION. The underlined titles preceding the various paragraphs and subparagraphs of this Declaration are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of this Declaration. Wherever and whenever applicable, the singular form of any work shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

18. **DURATION.** These covenants, conditions and restrictions and all other provisions of this Declaration (as the same may be amended from time to time as herein provided) shall run with the land and shall be binding on all persons and entities from time to time having any right, title or interest in the Real Estate or any part thereof, and on all persons claiming under them, until December 31, 2020, and thereafter shall continue automatically until terminated or modified by vote of a majority of all Owners at any time thereafter; provided, however, that no termination of this Declaration shall affect any easement hereby created and reserved unless all persons entitled to the beneficial use of such easement shall consent thereto.
19. **SEVERABILITY.** Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.
20. **NON-LIABILITY OF DECLARANT.** Declarant shall not have any liability to an Owner or to of the Owner of the Lot upon which a Residence is constructed and of the builder of such Residence, and an Owner, by an acceptance of a deed to a Lot, shall be deemed to agree to indemnify and hold Declarant free and harmless from and against any and all liability arising from, related to, or in connection with drainage on, over and under the Lot described in such deed. Declarant shall have no duties, obligations or liabilities hereunder except such as are expressly assumed by Declarant, and no duty of, or warranty by, Declarant shall be implied by or inferred from any term or provision of this Declaration.
21. **APPLICABLE LAW.** This Declaration shall be governed by the laws of the State of Indiana.
22. **ACCESS RIGHTS.** Declarant hereby declares, creates and reserves an access license over and across all the Real Estate (subject to the limitations hereinafter provided in this Paragraph 12 for the use of Declarant and its representatives, agents, contractors and affiliates during the Development Period. Notwithstanding the foregoing, the area of the access license created by this Paragraph 12 shall be limited to that part of the Real Estate that is not in, on, under, over, across or through a building or other improvement or the foundation of a building or other improvement properly located on the Real Estate. The parties for whose benefit this access license is herein created and reserved shall exercise such access easement rights only to the extent reasonably necessary and appropriate.

In witness whereof the parties have hereunto set their hands and seals this 13th day of July 2001.

Max Cowan (signature on file)

Warren Huntzinger (signature on file)

STATE OF INDIANA)

) SS:

COUNTY OF BOONE)

Before me a notary public in and for said county and state aforementioned personally appeared the above names individuals and executed and/or acknowledged execution of the foregoing Covenants this 13th day of July 2001.

Kathy A. Kinsler (signature on file)

Notary resides in Boone County, Indiana

Commission expires: October 25, 2006

This instrument prepared by Chris L. Shelby, attorney at law, 116 N. West Street, P.O. Box 743, Lebanon, IN 46052.

Declaration

This form is to be signed by the preparer of a document and recorder with each document in accordance with IC 36-2-7.5-5(a).

I, the undersigned preparer of the attached document, in accordance with IC 36-2-7.5, do hereby affirm under the penalties of perjury:

1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security numbers;
2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.

I, the undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.



Signature of Declarant

JULIE PARKS

Printed Name of Declarant

SECRETARY
GOLFESWE@ULEN HOA, INC.