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Cross Reference: 9125568  
200300104496

**AMENDMENTS TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE ENCLAVE OF CARMEL SUBDIVISION**

These Amendments to the Declaration of Covenants, Conditions and Restrictions for The Enclave of Carmel Subdivision were made as of the date set forth below by Enclave of Carmel Homeowners Association, Inc.

WITNESSETH

WHEREAS, the Hamilton County, Indiana subdivision commonly known as The Enclave of Carmel ("Subdivision") was originally created and formed pursuant to certain Plats filed with the Office of the Recorder of Hamilton County, Indiana; and

WHEREAS, in conjunction with the Plats, the Subdivision was formed pursuant to a certain "Declaration of Covenants, Conditions and Restrictions for The Enclave of Carmel Subdivision," recorded in the Office of the Recorder of Hamilton County, Indiana, on September 26, 1991, as **Instrument No. 9125568** ("Declaration"); and

WHEREAS, the Declaration was amended by an "Amendment to the Declaration of Covenants, Conditions and Restrictions for The Enclave of Carmel Subdivision," recorded in the Office of the Recorder of Hamilton County, Indiana, on October 7, 2003, as **Instrument No. 200300104496**; and

WHEREAS, the developer of the Subdivision caused to be incorporated under the laws of the State of Indiana a not-for-profit corporation under the name Enclave of Carmel Homeowners Association, Inc. ("Association") for the purpose of managing the affairs, enforcing the restrictions, and maintaining the Common Areas and Facilities of the Subdivision; and

WHEREAS, the Declaration can be amended, at any time, upon the signed consent of the Owners representing not less than a majority of the Lots in the Subdivision; and

WHEREAS, after notice of these proposed amendments was given to the members of the Association, the Owners representing at least a majority of the Lots approved the following amendments to the Declaration, as evidenced by the Owner signatures attached hereto.

NOW, THEREFORE, the Declaration of Covenants, Conditions and Restrictions for The Enclave of Carmel Subdivision is hereby amended as follows:

### **AMENDMENT 1**

**Article VII, Section 7.08 of the Declaration shall be deleted in its entirety and replaced with the following:**

Section 7.08. Dusk to Dawn Lights. A free-standing mailbox post with lights shall be installed on each Lot and maintained in operating condition by each Lot Owner at all times. Such mailbox post and the attached light shall be of a size, location, post, design, height, material, composition and color as established by the Architectural Review Board prior to installation. The mailbox post light shall also have a maximum wattage approved by the Architectural Review Board to ensure uniform illumination on each Lot and shall be equipped with a photo electric cell or similar device to ensure automatic illumination from dusk to dawn each day. Free standing yard pole lights will not be approved and are not permitted. Lot Owners shall be required to at all times maintain and keep the mailbox, mailbox post, and mailbox post light serving their Lot in good, clean, upright and sanitary condition. No Owner shall be permitted to remove, replace, or alter his or her mailbox, mailbox post, or mailbox post light unless approved, in writing, by the Architectural Review Board. The Association, through its Board of Directors, may require an Owner to replace his or her mailbox post and/or mailbox post light if, in the reasonable opinion of the Board, the mailbox post and/or mailbox post light are in poor enough condition to warrant replacement.

### **AMENDMENT 2**

**Article VII, Section 7.09 of the Declaration shall be amended as follows (specific changes struck-through and in bold):**

Section 7.09. Location of Driveways. The driveway on each Lot shall be cut and stone or gravel placed thereon prior to any development or improvement of such Lot to the extent necessary to avoid the transmittal of mud from construction traffic to the streets. As soon as practicable following substantial completion of construction on a Lot, the driveway shall be finished and paved with ~~brick, asphalt or~~ **concrete**. Each driveway, ~~whether concrete, asphalt or brick~~ shall be reasonably maintained at periodic intervals for both appearance purposes and to

minimize mud on the streets.

### AMENDMENT 3

**Article VIII, Section 8.07 of the Declaration shall be amended as follows (specific changes in bold/underlined):**

Section 8.07. Garbage, Trash and Other Refuse. The outside burning of leaves, garbage or other refuse shall not be permitted on any Lot in this Subdivision, nor shall any outside accumulation of refuse or trash be permitted on any Lot within this Subdivision. **Except on evenings before and days of collection, trash and recycle bins shall be stored in the Owner's garage. Trash and recycle bin enclosures or corrals shall not be permitted on any Lot.**

### AMENDMENT 4

**Article VIII, Section 8.10 of the Declaration shall be deleted in its entirety and replaced with the following:**

Section 8.10. Association's Obligation to Perform Lot, Lawn and Landscape Maintenance. Except as otherwise hereinafter set forth and unless and until decided to the contrary by a vote of at least sixty percent (60%) of those Members who cast votes in person or by proxy at a meeting duly called for such purpose, the Association by and through its agents, employees and contractors, shall maintain (by mowing, fertilizing and controlling weeds as reasonably required) the grass as from time to time necessary on all Lots and provide for the trimming and caretaking of all ornamental trees less than 15 feet (15') tall and shrubbery placed on any Lot (not to include, however, trimming of all trees over 15 feet (15') in height and the removal and the replacement of all trees, which shall be the obligation of the Owner of each Lot), and may enter upon any Lot at all reasonable times, without being a trespasser, for such purposes. The Owners or occupants of each Lot will keep outside landscaped areas and lawns free of bicycles, toys, outdoor furniture and other personal property to permit mowing and maintenance to be performed as and when needed. The costs of such maintenance by the Association shall constitute Maintenance and Operational Costs and shall be included in determining the amount of the Regular Assessments levied against each Lot. If, however, an area is enclosed or access to an area is otherwise rendered difficult for mowing and other required maintenance equipment because of a fence, wall, shrubs or other similar barrier erected, maintained or placed by a Lot Owner, the Owner of the Lot upon which such area is enclosed or blocked (including any Outdoor Living and Landscape Easement Area benefiting such Lot and included within such area) shall be required to maintain such area by mowing, fertilizing and controlling weeds and other growth as from time to time reasonably necessary, at such Owner's



own cost and expense, and without any Association involvement.

**AMENDMENT 5**

**A new Article XII, Sections 12.01 and 12.02 shall be added to the Declaration, which shall read as follows:**

ARTICLE XII

Waterfowl and Wildlife

Section 12.01. Waterfowl. There shall be no feeding of waterfowl, specifically ducks and geese, in the Subdivision, to avoid harmful effects on waterfowl, human health risks, and additional pond maintenance.

Section 12.02. Wildlife and Feral Cats. There shall be no providing of food, water or shelter to wildlife or feral cats within the Subdivision.

[SIGNATURE PAGE TO FOLLOW]

**CONSENT TO ADOPT AMENDMENTS TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE ENCLAVE OF CARMEL SUBDIVISION**

The Board of Directors of Enclave of Camel Homeowners Association, Inc. ("Association") proposed adoption of Amendments to the Declaration of Covenants, Conditions and Restrictions ("Declaration"). A complete copy of the proposed Amendments was emailed and delivered to all owners via USPS mail service. All owners were given the opportunity to vote on the Amendments.

**"Amendments to the  
Declaration of Covenants, Conditions and Restrictions  
for The Enclave of Carmel Subdivision"**

The Association's Members listed below have all affirmed they are owners of Dwelling Units within the Enclave of Carmel development, have read and approved the proposed Amendments to the Declaration, and have consented to adoption of such Amendments by completing and signing the attached consent form. All signed consent forms are and will be retained in the Association's records.

As required by the Declaration, the owners representing at least 60% of the Lots in the Enclave of Carmel have consented in writing to the Amendments as required by Section 8.10. The signatures below affirm the consent forms signed by 36 of 48 owners (75%) in the Enclave of Carmel Subdivision.

Name	Address	Date
1. Dale Allaniello	12655 Enclave Ct.	December 7, 2024
2. Anker Ankersen	12643 Enclave Ct.	November 28, 2024
3. Richard Bloch	577 Melark Dr.	December 1, 2024
4. Sara Blyth	866 Enclave Ct.	January 24, 2025
5. Susan Boesch	580 Melark Dr.	December 30, 2024
6. Emily Briggs	593 Melark Dr.	January 9, 2025
7. Sarah Cantwell	553 Melark Dr.	December 13, 2024
8. Gary Dean	589 Melark Dr.	November 29, 2024
9. Jeannine DeRoy	846 Melark Cir.	December 7, 2024
10. Michael Devlin	850 Enclave Cir.	November 28, 2024
11. Phil Doran	858 Enclave Cir.	December 11, 2024
12. Marcia Dougherty	581 Melark Dr.	February 6, 2025
13. Diane Evans	557 Melark Dr.	December 6, 2024
14. Rebecca Foster	12663 Enclave Ct.	December 23, 2024
15. William French	549 Melark Dr.	November 29, 2024
16. Sylvia Gavit	564 Melark Dr.	November 28, 2024
17. Paula Harrawood	12642 Enclave Ct.	January 28, 2025
18. Donald W Hecht	565 Melark Dr.	November 27, 2024
19. Eric Hoefft	597 Melark Dr.	December 4, 2024
20. Donald Hurley	854 Enclave Cir.	December 3, 2024
21. Robert Hughes	12634 Enclave Ct.	November 30, 2024

22. Suzanne Jones	572 Melark Dr.	November 28, 2024
23. Neil Lipken	805 Melark Dr.	December 3, 2024
24. Tina Mangos	584 Melark Dr.	November 28, 2024
25. Michael Minnich	561 Melark Dr.	December 19, 2024
26. Amy McIntyre	600 Melark Dr.	November 27, 2024
27. Markus Patterson	12647 Enclave Ct.	December 30, 2024
28. Nancy Pirtle	601 Melark Dr.	December 1, 2024
29. Craig Price	862 Enclave Cir.	November 28, 2024
30. Lois Schnabel	568 Melark Dr.	December 30, 2024
31. Judith Shaffer	573 Melark Dr.	December 8, 2024
32. John C. Tippie	12646 Enclave Ct.	December 16, 2024
33. Mikhail Vladimirov	592 Melark Dr.	December 5, 2024
34. Annette Waterman	12635 Enclave Ct,	January 25, 2025
35. Rebecca Weiseman	588 Melark Dr.	December 19, 2004
36. David Woll	12638 Enclave Ct.	December 18, 2024

IN WITNESS WHEREOF, we, the undersigned, do hereby certify that all requirements for and conditions precedent to these Amendments have been fulfilled and satisfied, hereby execute said Amendments, and hereby certify the truth of the facts herein stated, this 11<sup>th</sup> day of February, 202~~5~~<sup>2024</sup> DWH DW

ENCLAVE OF CARMEL HOMEOWNERS ASSOCIATION, INC.

Donald W Hecht  
Signature of President

[Signature]  
Signature of Secretary

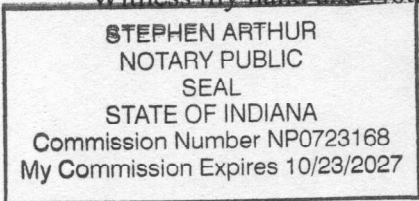
Donald W Hecht  
Printed

DAVID WOLL  
Printed

STATE OF INDIANA )  
                                  )  
COUNTY OF Hamilton )

Before me a Notary Public in and for said County and State, personally appeared David Woll and Donald Hecht, the President and Secretary, respectively, of Enclave of Carmel Homeowners Association, Inc., who acknowledged execution of the foregoing for and on behalf of said corporation and its members and who, having been duly sworn, stated that the representations contained herein are true.

Witness my hand and Notarial Seal this 11<sup>th</sup> day of February, 202~~4~~<sup>2025</sup> SA



[Signature]  
Notary Public, Signature  
Stephen Arthur  
Printed

My Commission Expires:

10/23/2027

Residence County: Hamilton

"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 A. Chandler, Esq.

This instrument prepared by, and should be returned to, Gregory A. Chandler, EADS MURRAY & PUGH, P.C., Attorneys at Law, 9515 E. 59<sup>th</sup> Street, Suite B, Indianapolis, IN 46216.