

Cross Reference: 9125567, 9125568, 200300104496, 2025001591, 2025005367

CLARIFICATION OF EASEMENT

THIS CLARIFICATION OF EASEMENT, dated Aug 14, 2025, is by and between ENCLAVE OF CARMEL HOMEOWNERS ASSOCIATION, INC., an Indiana nonprofit corporation ("Association"), and Amy Balcius and Minda Balcius (the "Lot 2 Owners").

Recitals:

A. Association is an Indiana not-for-profit mutual benefit corporation. The primary purpose of Association is to manage the residential community known as The Enclave of Carmel, located in the City of Carmel, Hamilton County, State of Indiana.

B. The Enclave of Carmel subdivision is platted pursuant to the secondary plat thereof dated August 30, 1990, and recorded on September 26, 1991, as Instrument No. 9125567, P.C. No. 1, Slide 192, in the Office of the Recorder of Hamilton County, Indiana ("Plat").

C. Association is the homeowners association for The Enclave of Carmel, as contemplated by that certain Declaration of Covenants, Conditions and Restrictions for The Enclave of Carmel Subdivision ("Declaration"), recorded in the Office of the Recorder of Hamilton County on September 26, 1991 as Instrument No. 9125568, and as amended by the Amendments recorded in the Office of the Recorder of Hamilton County, Indiana on October 7, 2003 as Instrument No. 200300104496, and February 12, 2025 as Instrument No. 2025005367 (collectively the "Declaration").

D. Lot 2 Owners are the current owners of Lot 2 in The Enclave of Carmel, as is defined in the Plat, commonly described as 604 Melark Drive, Carmel, IN 46032.

E. Located along the western fifteen feet (15') of said Lot 2, the Plat reflects the existence of a fifteen feet (15') "Utility, Drainage and Sanitary Easement."

F. It was the intent of the developer of The Enclave of Carmel, and the intent of the parties hereto, that said easements on Lot 2 were to include "Landscape Easements," as set forth in the Plat and in the Declaration, together with the associated rights and burdens as set forth in the Declaration but that some ambiguity exists within the Plat as to the extent of "Landscape Easements" being located on Lot 2.

Terms:

In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency whereof hereby are acknowledged, the parties agree as follows:

1. **Easements.**

(a) The easement located along the western fifteen feet (15') of said Lot 2 of the Plat should reflect the existence of a fifteen feet (15') "Utility, Drainage and Sanitary Easement" as well as a "Landscape Easement" for the entirety of the western fifteen feet (15') of said Lot 2.

(b) It is the intent of the Association and Lot 2 Owners to memorialize a Landscape Easement on, over, and across said 15' easement areas as described on the Plats, subject to the terms and conditions set forth herein (the "Landscape Easement").

2. **Other Terms.**

(a) The Lot 2 Owners retain all rights to the land within the Landscape Easement, consistent with the conditions of the Plats and the Declaration, as well as the other governing documents of Enclave of Carmel.

(b) The Lot 2 Owners shall retain the right to make landscape changes relating to planting of bushes and flowers in the subject Landscape Easement pursuant to provisions and requirements of the Declaration and the Association's Architectural Guidelines, and approval of the Association.

(c) The Association and Lot 2 Owners agree that this Landscape Easement exists for the sole and limited purpose of performing work consistent with the easements and work described in Section 3.02 (a) – (d) of the Declaration, including primarily installation and berming required in connection with the Landscape Plan approved by the Carmel Plan Commission, and the landscaping within the Drainage Easement.

3. **General Provisions.** This Clarification of Easement is and shall be binding upon and shall inure to the benefit of each of the Parties hereto and their respective successors, assigns, heirs, administrators, executors and legal representatives. This Clarification of Easement is governed by the laws of the State of Indiana. Unless otherwise cancelled or terminated by written agreement of the parties, all the Easements granted in this Clarification of Easement shall continue in perpetuity and run with the land. This Clarification of Easement contains the entire agreement of the parties relative to the matters provided for herein. This instrument may be executed in counterpart originals, all of which together when executed, shall be deemed to be one (1) instrument. This instrument shall be recorded with the Office of the Recorder of Hamilton County, Indiana.

4. Right of Access. The Lot 2 Owners agree not to take any action that would obstruct or preclude the Association's and/or Association's contracted vendors or agents access to the Landscape Easement as needed to perform the work described herein.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF the parties have executed this Clarification of Easement to be effective as of the day and year first above written.

“Lot 2 Owners”



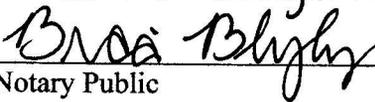
Amy Balcius



Minda Balcius

STATE OF INDIANA)
) SS:
COUNTY OF Hamilton)

Before me, a Notary Public in and for said county and state, personally appeared Amy Balcius and Minda Balcius, who, having been duly sworn, acknowledged the execution of the foregoing Clarification of Easement, this 14 day of August, 2025.


Notary Public

My Commission Expires:
7/23/2033

My County of Residence:
Madison

BRANDI BLYLY
Notary Public - State of Indiana
SEAL
Commission No. NP0764789
My Commission Expires 07/23/2033

Enclave of Carmel Homeowners Association, Inc.,
an Indiana nonprofit corporation

By: Donald W Hecht
Printed Name: Donald W Hecht
Title: President

ATTEST:

By: David Woll
Printed Name: _____
Title: Secretary

Woll

STATE OF INDIANA)
) SS:
COUNTY OF Hamilton)

Before me, a Notary Public in and for said county and state, personally appeared Donald Hecht, President of Enclave of Carmel Homeowners Association, Inc., an Indiana nonprofit corporation, and David Woll, Secretary of Enclave of Carmel Homeowners Association, Inc., an Indiana nonprofit corporation who, having been duly sworn, acknowledged the execution of the foregoing Clarification of Easement on behalf of said entity, this 14 day of August, 2025.

Brandi Blyly
Notary Public

My Commission Expires:
7/23/2033

My County of Residence:
Madison

BRANDI BLYLY
Notary Public - State of Indiana
SEAL
Commission No. NP0764789
My Commission Expires 07/23/2033

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. /s/ Gregory A. Chandler

This instrument prepared by and to be returned to: Gregory A Chandler, Eads Murray & Pugh, P.C., 9515 E. 59th St., Suite B, Indianapolis, Indiana 46216. Telephone: (317) 536-2565.