

Cross Reference: Instrument No. 9125568
 Instrument No. 9356018
 Instrument No. 200300104496
 Instrument No. 2025005367
 Instrument No. 2022038367 (DEED – Lot 22)
 Instrument No. 2026005503 (DEED – Lot 23)

2026025959 RESOLUTION 25.00
06/10/2026 02:05 PM 10 PGS
TRINI BEAVER
HAMILTON COUNTY RECORDER, IN
RECORDED AS PRESENTED

**RESOLUTION CLARIFYING MAINTENANCE RESPONSIBILITIES WITH RESPECT
TO LANDSCAPE PLANTINGS AND PINE TREES AFFECTING LOTS 22 AND 23
IN THE ENCLAVE OF CARMEL SUBDIVISION**

This Notice of Resolution Clarifying Maintenance Responsibilities with Respect to Landscape Plantings and Pine Trees Affecting Lots 22 and 23 in the Enclave of Carmel Subdivision ("Resolution") was made as of the date set forth below.

WITNESSETH

WHEREAS, the Hamilton County, Indiana subdivision commonly known as 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"), as amended from time to time; 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 Association is governed by a Board of Directors ("Board"), which is empowered to adopt resolutions necessary or appropriate to carry out the purposes of the Association; and

WHEREAS, as of the date of execution of this Resolution, Lot 22 in the Subdivision, commonly described as 569 Melark Drive, Carmel, Indiana 46032, is owned by Rob G. Chapman and Jennnifer Stanton Chapman ("Lot 22"); and

WHEREAS, as of the date of execution of this Resolution, Lot 23 in the Subdivision, commonly described as 565 Melark Drive, Carmel, Indiana 46032, is owned by Donald W. Hecht and Theresa J. Hecht ("Lot 23"); and

WHEREAS, the current Lot 22 Owners and Lot 23 Owners have discussed and agreed to clarify and memorialize long-term maintenance responsibilities with respect to certain privacy trees and landscape plantings to be in line with longstanding historical maintenance practices; and

WHEREAS, it is the intent of this Resolution to memorialize such maintenance responsibilities so that the current Lot 22 and Lot 23 Owners and all future Owners of said Lots are on notice of and bound by the terms hereof; and

WHEREAS, pursuant to Section 2.17 of the Declaration, Section 7.11 of the Association's By-Laws, and the Indiana Nonprofit Corporations Act (Ind. Code 23-17-1 et seq.), the Board is empowered to approve this Resolution.

NOW, THEREFORE, the following Resolution, as unanimously approved by the Board and the Lot 22 and Lot 23 Owners, shall be in full force and effect.

HISTORICAL BACKGROUND

Water Control Pump and Screening. There is a water feature pump, control panel, privacy trees, and arborvitae screen located on Lot 22. These improvements serve and benefit both Lots 22 and 23 and provide shared functional and privacy benefits. Section 2.17 of the Declaration assigns to the Association responsibility for the water feature, pump, pump control panel, and related screening area.

Storm Sewer Matter - Pre-Transition Resolution. A storm sewer issue originating on Lots 9, 10, and 12 required replacement of the storm sewer system from the beehive structure on Lot 22 to the lake. This work was completed by the developer and the City of Carmel in 2000/2001, prior to transition of control of the Association to the Subdivision's Owners. The Association has no responsibility for this pre-transition matter.

Landscape Impact and Arborvitae Donation. City storm sewer work during the development phase resulted in the removal of two (2) Norway Pine trees and shrubs screening the water feature pump. The two remaining Norway Pines provide essential privacy screening between the directly opposing living room windows of Lots 22 and 23. The then-owners of Lots 22 and 23 jointly donated and installed the existing arborvitae screen as a permanent landscape improvement to the Common Area.

PURPOSE OF RESOLUTION

Purpose. The purpose of this Resolution is to clarify maintenance responsibilities for the water feature infrastructure and associated screening trees and plantings, all of which are physically

located on Lot 22 due to the Subdivision's zero-lot-line design, as well as well as the two (2) Norway Pines between Lot 22 and Lot 23.

MAINTENANCE RESPONSIBILITIES

Privacy Trees Between Lot 22 and Lot 23

As shown on the attached Exhibit "A," the screening trees for privacy and the screening for the water feature control panel are located exclusively on Lot 22. While these items are located exclusively on Lot 22, they serve and benefit both Lot 22 and Lot 23, providing shared functional and privacy benefits.

- **Shared Trimming Responsibility.** All trimming affecting the privacy screening function between the Lot 22 dwelling and the Lot 23 dwelling shall be shared equally by the Owners of Lots 22 and 23.
- **Trimming to Protect Structure on Lot 23.** Trimming undertaken solely to protect the dwelling structure on Lot 23, and not affecting privacy screening, shall be the sole responsibility of the Owner of Lot 23.
- **Removal and Replacement - Joint ACC Requirement.** Removal or replacement of either Norway Pine requires joint written agreement of the Lot 22 Owner and Lot 23 Owner, as well as a jointly submitted ACC application approved by the Board.
- **Owners Jointly and Severally Responsible.** The Lot 22 and Lot 23 Owners are jointly responsible to the Association for ensuring that the privacy screening function of the Norway Pines and all screening plantings thereafter are properly cared for, not unsightly, and maintained in an acceptable condition as determined by the Board.
- **Disputes Between Owners.** The Lot 22 and Lot 23 Owners shall be responsible for resolving any disputes between them with respect to the aforementioned ongoing maintenance responsibilities. The Board may, but is not required, to mediate or otherwise intervene in such dispute. Both Owners remain jointly responsible for proper maintenance of the Norway Pines as aforesaid, regardless of any ongoing or unresolved disputes between them.

Maintenance of Arborvitaes and Landscape Plantings Within Utilities Easement Area

Location and Purpose of Easement. A utilities easement for telecommunications, internet, and related service infrastructure runs along Melark Drive and crosses both Lot 22 and Lot 23 ("Utilities Easement Area"). This easement contains multiple utility boxes and associated equipment installed by the service providers.

Screening Plantings Installed by Owners of Lot 23. Approximately twenty-six (26) years ago, the Owners of Lot 23 installed landscape plantings within the Utilities Easement Area for the sole purpose of screening the visually unattractive utility boxes from public view. These

plantings have been continuously maintained by the Lot 23 Owners since installation. A picket fence in such easement area was also installed pursuant to Board approval.

Continuation of Existing Maintenance Practice. The longstanding, uninterrupted maintenance of these plantings and the Association-approved picket fence by the Owners of Lot 23 constitutes a stable and beneficial practice that has served both the neighborhood and the streetscape along Melark Drive. Accordingly, maintenance of the screening plantings within the Utilities Easement Area and the picket fence shall continue to be the responsibility of the Owners of Lot 23, unless and until the Owners of Lot 22 elect to participate as described below.

Optional Participation by Owners of Lot 22. If the Lot 22 Owners, now or in the future, wish to participate in the planting, enhancement, or maintenance of the plantings within the Utilities Easement Area located on Lot 22, such participation shall require mutual written agreement between the Owners of both Lots. No Owner may unilaterally alter, remove, or replace trees or shrubs within the Utilities Easement Area without such written agreement signed by both the Lot 22 and Lot 23 Owners.

Modifications. Modifications or alterations of the trees and shrubs and/or picket fence within such Utilities Easement Area, including, without limitation, removal of such plantings, installation of new plantings, or new or modified structures, are subject to the ACC guidelines and are prohibited unless approved in writing by the Board. Such ACC guidelines do not apply to annuals.

No Effect on Ownership or Easement Rights. Nothing in this Section alters the underlying ownership of the land within the Utilities Easement Area or the rights of the utility providers. This Resolution merely clarifies and memorializes the longstanding maintenance practice and the cooperative expectations between the Owners of Lots 22 and 23.

GENERAL PROVISIONS

Agreement Runs with the Land. This Resolution 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. Unless otherwise cancelled or terminated by written agreement of the Lot 22 Owner, Lot 23 Owner, and the Association, all the agreements set forth in this Resolution shall continue in perpetuity and run with the land, and shall be binding on all successors and assignees to the fee simple title to Lot 22 and Lot 23, as well as to the heirs, beneficiaries, and designees of the Lot 22 and Lot 23 Owners.

Entire Agreement. This Resolution 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 Resolution is governed by the laws of the State of Indiana.

Incorporation into the Declaration. This Resolution supplements, and is incorporated into, the Declaration as to Lots 22 and 23.

Enforcement. The Association may enforce this Resolution by any lawful means, including, without limitation, fines and legal action. In the event the Association must pursue legal action to enforce the terms of this Agreement, the Association shall recover from the breaching party all attorneys' fees incurred in connection with such enforcement action.

Effective Upon Recording. This instrument shall be recorded with the Office of the Recorder of Hamilton County, Indiana and shall constitute an instrument affecting title to Lots 22 and 23. This Resolution shall be effective as a covenant binding on Lot 22 and Lot 23 upon recording.

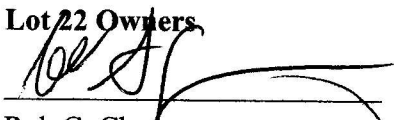
Severability. If any provision of this Resolution is held by a Court to be invalid, the remaining provisions shall be unaffected and shall remain in full force and effect.

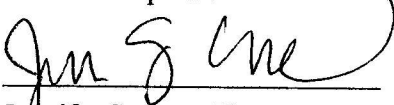
NOW, THEREFORE, the Board of Directors of the Association has unanimously approved the terms of this Resolution, and the Lot 22 and Lot 23 Owners, as indicated by their execution of this Resolution, have agreed to be bound by the terms thereof. This Resolution shall have no impact on any other covenants, conditions, and restrictions applicable to the Enclave of Carmel Subdivision. All other such covenants, conditions, and restrictions shall remain in full force and effect.

[SIGNATURE PAGES TO FOLLOW]

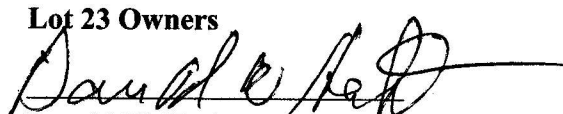
IN WITNESS WHEREOF, the Lot 22 and Lot 23 Owners and officers of the Association have executed this Resolution.

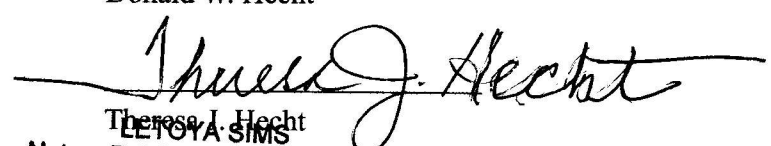
Lot 22 Owners,


Rob G. Chapman


Jennifer Stanton Chapman

Lot 23 Owners


Donald W. Hecht


Theresa J. Hecht
LETOYA SIMS
Notary Public - State of Indiana
SEAL
Commission No. NP0746410
My Commission Expires 01/26/2031

STATE OF INDIANA)
) SS:
COUNTY OF Hamilton)

Before me, a Notary Public in and for said county and state, personally appeared Rob G. Chapman and Jennifer Stanton Chapman, who, having been duly sworn, acknowledged the execution of the foregoing Resolution, this 10 day of June, 2026.



Notary Public

My Commission Expires:

1/26/2031

My County of Residence: _____

STATE OF INDIANA)

) SS:

COUNTY OF Hamilton)

LETOYA SIMS

Notary Public - State of Indiana

SEAL

Commission No. NP0746410

My Commission Expires 01/26/2031

Before me, a Notary Public in and for said county and state, personally appeared Donald W. Hecht and Theresa J. Hecht, who, having been duly sworn, acknowledged the execution of the foregoing Resolution, this 10 day of June, 2026.



Notary Public

My Commission Expires:

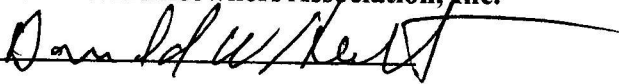
1/26/2031

My County of Residence:

Hamilton

Enclave of Carmel Homeowners Association, Inc.

By: _____



Printed Name: _____

Donald W. Hecht

Title: President

ATTEST:

By: _____



Printed Name: _____

DAVID WOLF

Title: Secretary

STATE OF INDIANA)

) SS:

COUNTY OF Hamilton)

LETOYA SIMS

Notary Public - State of Indiana

SEAL

Commission No. NP0746410

My Commission Expires 01/26/2031

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 Wolf, Secretary of Enclave of Carmel Homeowners Association, Inc., an Indiana nonprofit corporation who, having been duly sworn, acknowledged the execution of the foregoing Resolution on behalf of said entity, this 10 day of June, 2026.

Dee Jack Sims
Notary Public

My Commission Expires:

1/26/2031

My County of Residence:

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. /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.

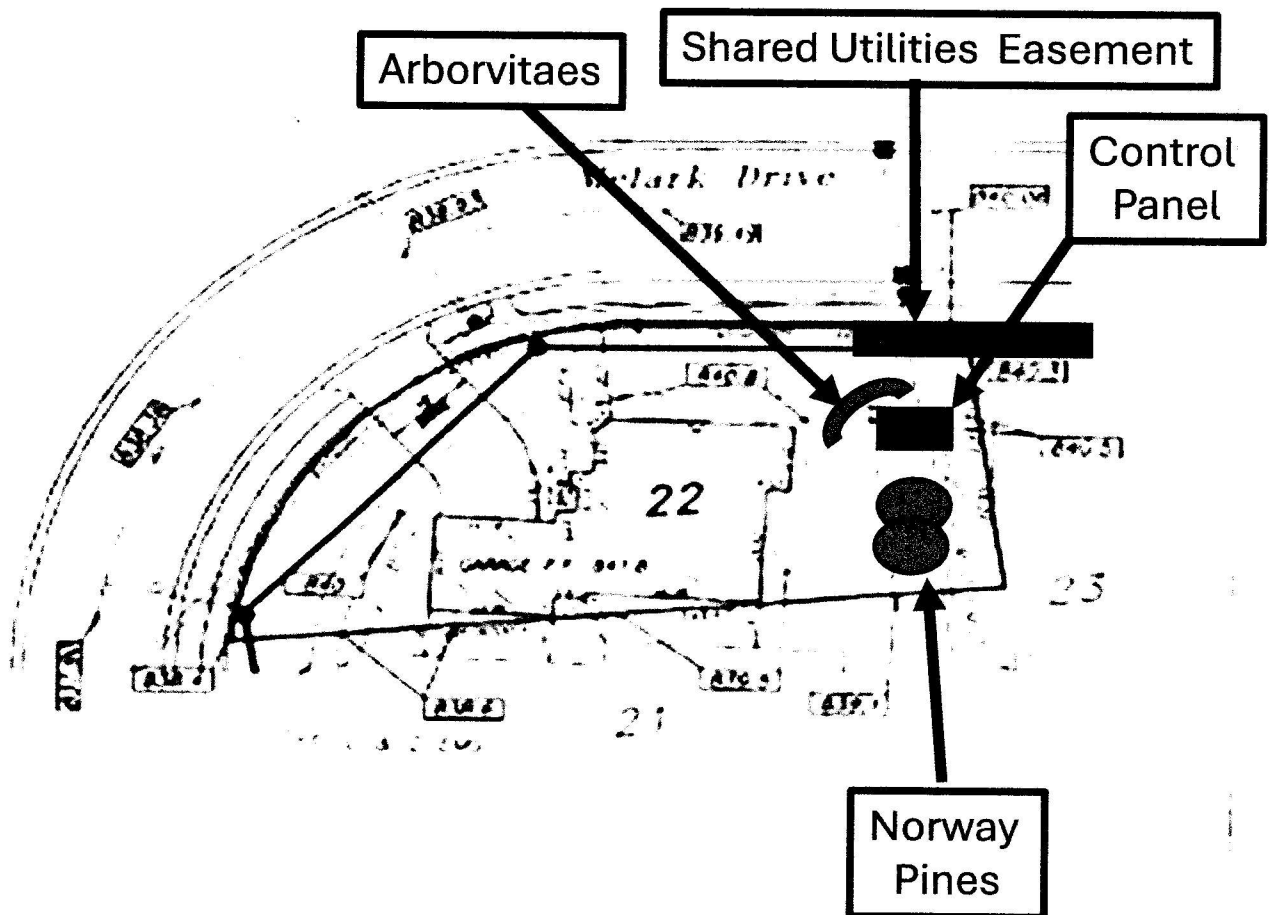
The Enclave of Carmel

Instrument No. 9125567

569 Melark Drive

Lot No. 22

Exhibit "A"



SCALE 1"=50'

Eaton & Louth
Community Development
10333 N. Meridian St.
INDIANAPOLIS, IN



2140 Woodmen Drive
Indianapolis, Indiana 46208-4102
January 31, 1993

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 29-10-30-415-022.000-018

LOT NUMBERED TWENTY-TWO (22) IN THE ENCLAVE OF CARMEL, AN ADDITION TO THE CITY OF CARMEL IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF, RECORDED IN PLAT CABINET 1, SLIDE 192, IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

DULY ENTERED FOR TAXATION
Subject to final acceptance for transfer
day of April 1999

H *Jmgle* Auditor
Hamilton County

Parcel # 16-10-30-04-15-022.000

10.00
(1)

Instrument
990992237

990992237
Filed for Record in
HAMILTON COUNTY, INDIANA
MARY L CLARK
On 04-13-1999 At 01:09 PM.
WARR DEED 10.00

Warranty Deed

Parcel No. 16-10-30-04-15-022.000

This Indenture Witnesseth, that Carol J. Collins, formerly Carol J. Reeck ("Grantor") of Hamilton County, State of Indiana, CONVEYS AND WARRANTS to Donald W. Hecht and Theresa J. Hecht, husband and wife of Hamilton County, in the State of Indiana, for the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Hamilton County, in the State of Indiana:

Lot Number 23 in The Enclave of Carmel, a subdivision in Hamilton County, Indiana, as per plat thereof, recorded as Instrument No. 9125567 in the Office of the Recorder of Hamilton County, Indiana.

Subject to taxes for 1998, due and payable in May and November 1999, and subject to taxes payable thereafter.

Subject to covenants, agreements, easements, restrictions and rights of way of record.

Subject to the following mortgage(s) which shall be paid in full from the proceeds of the sale:

Mortgage for \$200,000.00 from Claude C. Reeck and Carol J. Reeck, husband and wife to First Indiana Bank dated May 13, 1993, and recorded May 19, 1993 as Instrument No. 9323784 in the Office of the Recorder of Hamilton County, Indiana.

Property Address: 565 Melark Drive, Carmel, IN

In Witness Whereof, Grantor has executed this deed this 1 day of April, 1999.

Carol J. Collins
Carol J. Collins, formerly Carol J. Reeck

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Carol J. Collins, formerly Carol J. Reeck, who acknowledged the execution of the foregoing Warranty Deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 1 day of April, 1999

Signature
Printed:

Cynthia H. Babb

Notary Public

My Commission Expires:

My County Of Residence Is:

HTS# 990552



Cynthia H. Babb
Comm. Exp. 5-16-99
Res. of Marion Co.

This instrument was prepared by David L. Walsh, Attorney at Law.

Please Send Tax Statements to: GRANTEE 565 Melark Drive Carmel, Indiana 46032