

**Rules and Regulations  
Of  
The Holcomb Estate Horizontal Property Regime  
And Of The Holcomb Estate Owners Association, Inc.**

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## Holcomb Estate Rules and Regulations

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These rules and regulations adopted by the Board on **June 18, 2024**, are effective **June 18, 2024**, pursuant to the Board's express power granted in the Amended and Restated Code of By-laws "to adopt, revise, amend and alter from time-to-time rules and regulations with respect to use, occupancy, operation and enjoyment of the Property."

**A. Restrictions on Use**

Refer to Section 7.01 of the Code of By-Laws for restrictions on the use and enjoyment of the Condominium Units, Common Areas, Limited Areas and the Holcomb Estate Property.

**B. Owners Responsibility for Maintenance**

Refer to Section 5.01 of the Code of By-Laws for provisions related to the maintenance, repair and/or replacement for the Condominium Units and/or Limited Areas.

**C. Right of Entry**

Refer to Section 5.02 of the Code of By-Laws for provisions related to the right of entry to the Condominium Units by the Board of Directors, the Managing Agent, or any other Person authorized by the Board or the Managing Agent.

**D. Alterations and Additions**

Refer to Section 5.03 of the Code of By-Laws for provisions related to alterations and additions to the Condominium Units, Common Areas or Limited Areas.

**E. Mansion Units**

Refer to Amendment 21 to the Declaration of Horizontal Property Ownership for the Holcomb Estate Horizontal Property Regime for provisions specific to the three condominium units that make up the Mansion. This amendment was recorded on 9/15/2016.

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### F. Rental Ban

Refer to Amendment 22 to the Declaration of Horizontal Property Ownership for the Holcomb Estate Horizontal Property Regime for provisions related to the rental and leasing of properties in The Holcomb Estate. This amendment was recorded and effective on 6/2/2021.

### G. Use of Common and Limited Areas

1. Use of Common Areas is limited to owners, occupants, their guests when accompanied by an owner or occupant, and sanctioned service personnel. All others shall be considered as trespassing.
2. Owners, occupants, and guests shall, after any use of Common Areas, remove their property, remove and properly dispose of their trash, and otherwise clean and restore the area to its pre-use condition.
3. Offensive, disturbing or obnoxious activity, including but not limited to emanating noise, odors or lighting is prohibited when using Common or Limited Areas.

### H. Garage Doors

1. Except when entering or exiting or when an activity in or within the close proximity to the garage requires the door to remain open, garage doors should be closed.

### I. Motor Vehicles and Parking

1. *Prohibited Vehicles.* Trucks with a rated gross weight greater than 6,000 pounds are prohibited except when providing deliveries or services to the residents, and they may not remain longer than reasonably necessary to accomplish such deliveries or services.

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2. *Motorized vehicles.* Motorized vehicles, such as motor cycles, scooters, etc. are only allowed on the streets or the driveways if they belong to residents or guests. Only golf carts and maintenance vehicles are allowed in the common area. No vehicle of any sort is allowed anywhere in The Holcomb Estate if its presence or operation creates a nuisance.
3. *Off Street Operation.* Except for golf carts and, when necessary, maintenance or service vehicles less than 6,000 gross weight, driving on grass or other unpaved areas or on the paved path down to and around the meadow is prohibited.
4. *Nuisance.* No vehicle may park or operate in Holcomb Estates if its presence or operation constitutes a nuisance.
5. *Parking.* Parking on the streets between 1:00 am and 5:00 am is prohibited. Except for golf carts and, when necessary, maintenance vehicles, parking on grass or other unpaved areas is prohibited. Parking on the fire lane from Cold Spring Rd is prohibited.
6. *Blocking.* Blocking any driveway or street is prohibited. Parking is prohibited in any circle as it blocks access to delivery, maintenance and garbage vehicles.
7. *Visitor Parking.* The parking pads and parking access roads are intended for the occasional and temporary use of visitors and guests. Except when exigent circumstances prevent them from using their own driveways or garages, residents may not park their vehicles on the visitors' parking pad or parking access roads without the approval of the Board.
  - a) There are two "limited use" parking access roads in Holcomb Estate: one at the end of Edinburgh Point that serves 3 units (4411, 4414, and 4415) and the other where Dunaway Court turns north that serves three units (1785, 1789 and 1793). In all cases, the "limited use" driveway ends at the intersection with the "common use" access road.

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- b) There is a parking pad at the end of Glencary Crest that can accommodate two (2) vehicles.
8. *Towing*. For repeated violations of these rules, the Board may have a vehicle towed at owner's expense.

### **J. Private Events in the Meadow**

As referenced in the bylaws of The Holcomb Estate, the use of the Common Area known as the Meadow is reserved for residents of The Holcomb Estate and their guests. Residents may request use of the Meadow for a private event under the following requirements:

1. Requests for private use of the Meadow must be made to the Board of the Holcomb Estate prior to a scheduled Board Meeting and at least 30 days prior to the Event.
2. Requests must be made for any group exceeding 10 guests and no group shall exceed 100 guests.
3. Residents are responsible for the actions of their guests and assume liability for any damage or injury caused to other persons or property.
4. For events that require transport of equipment of any kind to the Meadow the host provides evidence of "Event Insurance" to the property manager 10 days prior to the event.
5. There is no general charge for use.
6. Grounds must be cleaned, trash and equipment removed within 24 hours following the event. Any additional clean up required will be contracted by the Holcomb Estate Property Management Company and charged to the resident host.
7. No vehicles over 6,000 lbs. are permitted on the path to the Meadow.

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8. Due to limited parking at the Holcomb Estate, hosts are required to provide parking at off-site lots and shuttle guests to the venue, provided that only golf carts may be used to shuttle guests from the street to the Meadow.
9. Open fires are not permitted except in fire pits and grills. The host is required to provide fire extinguishers if any fires are used.
10. Access of other residents to the Meadow may not be restricted at any time.
11. The paths to the Meadow may not be obstructed at any time during set up or the event.

### **K. Fireworks**

1. Consumer fireworks designed to produce audible or aerial effects are prohibited.
2. Consumer ground device fireworks (as defined by Indiana statute) designed to produce visible, and not audible, effect, may be used in the meadow or on the Owners Limited Areas.
3. The HOA Board may restrict use of all fireworks in case of drought. Use of fireworks is subject to all mandates by the City of Indianapolis, Marion County, or the State of Indiana.

### **L. Trash**

1. Garbage, trash, and refuse shall be placed in sealed disposable plastic bags (as required by our waste company) within a garbage cart provided by our city designated waste company.
2. All trash and recycling are to be kept inside the garage in the trash carts until 6 PM the night before scheduled collection, when they can be placed at the end of the driveway. The carts should be returned to the garage no later than 6:00 PM on the day of collection.

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3. Two items of heavy trash per month can be picked up the same day as regularly scheduled pickup. These items can be placed next to the regular trash cart. Large trash pick-up is defined by the city of Indianapolis as household furniture, like a couch, desk, dresser, table, and chairs. appliances without Freon, such as a stove or water heater. For appliances with Freon, contact the Department of Public Works to arrange pickup.

### M. Signs and Flags

1. *U.S. Flag:* The flag of the United States may be displayed if standard, accepted flag etiquette is followed. Except for special events, other flags, emblems, and standards are prohibited. When displayed for special events, other flags, emblems, and standards must be displayed just during that event and removed immediately following the event. All flags, emblems or standards must be attached to the Homeowners building in a manner that will not cause damage to any property. Offensive, intrusive, political or obnoxious flags, emblems or standards are prohibited at all times.
2. *Signs:* Signs or other paraphernalia promoting a political party, political candidate, or political issue that are visible from any Common Area are prohibited. Open House signs for Condominiums that are for sale are allowed to be posted one (1) hour prior to the scheduled open house and must be removed immediately following the close of the open house.

### N. Grills, Fire Pits and Open Burning

1. Except for attended fire pits in limited use areas, open burning is prohibited. The use of grills and smokers are restricted to decks and patios located in the rear of each unit and should only be used between the hours of 6AM and 11PM.

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### O. Lighting in Common and Limited Use Areas

1. Appropriate holiday lighting and displays may be placed in Limited Use and Common Areas immediately adjacent to the homeowners condominium providing (i) they are not intrusive or offensive, (ii) they do not damage any landscaping or property, and (iii) they exist only during the holiday season. The Christmas holiday season starts no earlier than the day after Thanksgiving and ends no later than the following January 7.
2. The Board or its designee must approve all changes to the landscape, including the installation and maintenance of landscape lighting, in advance. A request may be initiated for the Grounds/Landscape committee by completing the form on the Holcomb website.
3. The Association will supply the bulbs for lighting fixtures attached to garages and entryways.
4. Flood lighting of Common Areas and lighting of the ravine is prohibited unless approved by the Board.
5. The Board must approve exterior landscape lighting. Illumination escaping from exterior landscape lighting in Limited Common areas shall be limited in intensity and time so as not to interfere with the activities of other residents.
6. In the evenings, landscape lighting should not be turned on before 6 PM and is required to be turned off by 1 AM. In the mornings, the exterior landscape lighting should not be turned on any earlier than 6 AM and should be turned off by 8 AM.

### P. Exterior Lighting Specifications

1. All building lights are to be 60w equivalent 2700K frosted LED lights. To ensure uniformity, the HOA will keep a supply of these bulbs in the gatehouse available to all residents. Combo is 4911 press lock to open. Press lock button to lock door.



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2. All outdoor lighting will come from single bulb fixtures. That includes landscape lighting which should be a very low (3w equivalent LED lights).
3. No fixtures may be attached to trees or shrubs.
4. All landscape lighting fixtures are to be a dark color and non-reflective.
5. Any Limited and Common Area lighting by owners needs HOA board approval.
6. New uplighting is prohibited. Current uplighting is to be removed when there is a change of ownership.
7. Holiday lighting schedule Thanksgiving until January 7.
8. All deck lighting should be turned off no later than 11 PM.
9. Exceptions for safety and security will be reviewed by the HOA board as requested.

### Q. Windows and Doors Replacement

**Purpose:** The Holcomb Estate Window & Door Repair or Replacement Policy is to ensure consistent design and quality in the community. Board approved 1/26/2024.

1. *Owner's Responsibility:* Maintenance, repairs and replacements for which each Owner is individually responsible at his or her own expense include exterior doors (including overhead garage doors), windows, sky light systems, door and window surrounding trim, screens, and the interior and exterior of all glass and screen surfaces.
2. *Repair, Maintenance or Replacement of Windows:*

Scenario 1. The homeowner may choose to repair a portion of a window or door unit (e.g., sash or sill) rather than the entire unit, utilizing the services of Window Makeover or Query Home Improvements to match existing designs and materials.

Scenario 2. The homeowner chooses to replace an entire window or door unit. The homeowner can choose between

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Pella Proline 450 Series casement windows in Hartford Green or Anderson E Series\* casement windows in Forest Green (both window models have a pre-finished aluminum clad exterior with paintable wood interior). (\*Please note this window IS NOT RENEWAL BY ANDERSEN).

If the homeowner wants to pursue a contractor other than Scenarios 1 or 2, prior to the start of work, you must submit an ARC request via Town Square. The request must state who you are contracting with, the materials they will be using, and if they are replacing windows, which approved replacement window will be used. Approval by the HOA is required, prior to the work being started, to ensure consistency with current design and material standards. Any contractor other than those already approved, must be approved by the HOA.

Please note: For example, Renewal by Andersen will not be approved since that approach changes the exterior look of the windows significantly; however, Andersen Windows may be approved.

A list of windows repaired or replaced is to be submitted to Associa and the HOA. This is to report which windows were completed and if any others need repair in the future.

3. *Painting of Windows and Doors After Repairs, Maintenance or Replacement:* As your unit's window or door work is completed, your contractor will have the repairs painted. The contractor will send the invoice to Associa to be paid.
4. *Approved Vendors for Windows:* The following vendors are the approved windows (they also are approved for entry doors, sky light systems, door and window surrounding trim, screens and the exterior and interior of all glass and screen surfaces):

Query Home Improvement, Inc.  
8101 N Halyard Way, Indianapolis, IN 46236  
317-850-8477

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Window Makeover  
6809 Hillsdale Ct., Indianapolis, IN 46250  
317-770-4550  
www.windowmakeoverinc.com

Marvin Windows: Joe Bishop  
United Home Services  
200 S Rangeline Road, Suite 117  
Carmel, IN 46032  
317-645-5335

Pella Windows: Adam Siddiqui  
5424 74th Street, Suite 200  
Indianapolis, IN 46268  
317-225-7310

5. *Repair, Maintenance or Replacement of Doors:* For repair or maintenance, the choice of the vendor is up to the homeowner. For replacement, an ARC request should be submitted.
6. *Repair, Maintenance or Replacement of Overhead Garage Doors:* The current approved replacement garage door is Modern Steel™ - Premium Series with Intellicore® manufactured by Clopay:
  - Design: Flush Panel 24"-21"-18" Sections
  - Construction: 3-layer 1 3/8" Intellicore® Insulation  
Modern R-Value 12.9
  - Model: 9132
  - Color: Almond
  - Top Section: Solid Flush
  - Glass: Not applicable with solid top section.

For repair or maintenance, the choice of the vendor is up to the homeowner. For replacement, an authorized vendor for garage doors manufactured by Clopay should be used. If a homeowner wishes to use another vendor for replacement, an ARC request should be submitted.

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### R. Exterior Paint Specifications and Codes

1. Provider / Location  
Sherwin Williams  
8417 Michigan Rd  
Indianapolis, 46268
2. Paint Codes/Specifications

<i>Area</i>	<i>Description</i>	<i>Product</i>	<i>Color</i>
Main Body	Loxon Self Cleaning Flat	LX13W0051	SW6141 – Softer Tan
Accent	Loxon Self Cleaning Flat	LX13W0053	Custom – Lotusan Brown Match
Fascia/Trim	Emerald Exterior Latex Satin	K48T00054	Custom – Manual Hartford Green
Garage Doors	Emerald Exterior Latex Satin	K48W00051	SQ6141 – Softer Tan
Decks	Stained decks will use a deck stain. Painted decks will use satin deck paint.	TBD	Custom – Lotusan Brown Match (similar to the color used on the Accent (band board))

### S. Owners, Occupants, and Guests

1. Owners are responsible for the actions of their occupants and guests.
2. Owners, occupants, and guests shall comply with and conform to all applicable laws and regulations of the United States and of the State of Indiana, and all ordinances, rules, and regulations of the City of Indianapolis, and shall hold the Association and other owners harmless from, and indemnify them against, all fines, penalties, costs, and prosecutions for the violation thereof or non-compliance therewith.
3. Owners, occupants, and guests shall comply with the terms and provisions of the Declaration, the Bylaws and these rules.
4. Actions that threaten or endanger the life, health, safety, or property of others are prohibited.

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### T. Pets

1. Owners are responsible for the actions and behavior of their pets, and those of their occupants and guests. Owners, occupants, and guests must comply with governmental laws and regulations for their pets. Exotic or endangered species are prohibited. Owners and their occupants and guests shall hold the Association, its Board of Directors, and other owners harmless from, and indemnify them against, any and all damages, actions, and consequences arising from injury to any person, damage to any property, and violation of any law or regulation, including these rules.
2. When on any Common or Limited Area, all pets, including cats, must be on a leash and under the control of a competent person, or confined by means that prevent escape. Invisible fences may be installed only by prior approval of the Board.
3. No pet may be left unattended outside a unit on a deck, patio, sidewalk or porch, at any time.
4. No pet may, by frequent or habitual howling, yelping, barking, screeching, other vocalization, or by other behavior, cause serious annoyance or disturbance to other residents.
5. If a pet defecates in a Common or Limited Area, the pet's owner or keeper shall promptly remove any feces and properly dispose of such material.
6. Upon learning that any pet has damaged any property or injured any person, owners shall promptly give written notice of the incident to the Board to facilitate any required insurance reporting.
7. For repeated violations of these rules, the Board may require permanent removal of the pet, upon ten (10) days written notice to the responsible Owner.

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### U. Deck Replacement Specifications

1. Purpose: To allow homeowners to utilize “current technology” replacement materials for their decks if they choose to do so. Board approved 7/21/2021.
2. If the homeowner decides to replace an entire deck, which is defined as the deck flooring, the railings and post caps, the homeowner must submit an Architectural Change Request (ACR) using the TownSQ website.

Login to <https://app.townsq.io/loginrequests> in the search box

- Type in requests in the search box
  - Chose open request
  - Title: Deck Replacement and your address
  - Category: Architectural Application
  - Description: replace deck with \_\_\_\_\_materials
  - Type in your name
  - Assignee: leave blank
  - Add any attachment you have
  - Then choose open request.
3. The homeowner has the option to replace the entire deck flooring, railings and post caps with one of the materials itemized below:
    - a) To replace the current decking materials with pressure treated wood.
    - b) To replace using **Trex Transcend Lava Rock**. This product provides the decking materials, railings and post caps.
    - c) As new products are available, they could be considered upon approval by the Board.

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### V. Front Door Hand Railings Specifications

1. Board Approved 4/9/2022
2. All front door hand railings purchased either through Holcomb Estate HOA or by the individual owner must meet the following specifications:
3. Aluminum Narrow Guardrail (1- 3/4in. Wide handrail, 1/2in. sq balusters/spindles, 1-1/4in. Posts, including lambs tongue end on handrail cap need powder-coated textured black (matte with slight texture), matching the railing at 4496 Braedonwood. Posts are to be grouted into the concrete sidewalk.
4. An owner can order through the HOA or choose a different vendor approved by HOA Board/Building and Maintenance (BAM) Committee.
5. If the owner chooses to purchase from a non-HOA approved vendor, the owner must submit a picture of the proposed railing, the name of the vendor and the specifications for approval by the BAM Committee and/or Board.
6. In either case, an owner is responsible for both purchase and installation.
7. Typical configurations:



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### W. Assessments

1. All regular monthly assessments are due and payable on the first (1st) day of each month. Any payment which is received after the tenth (10th) day of the month, shall be considered late/overdue.
2. Special assessments are due and payable according to the payment schedule adopted for the assessment.
3. Reimbursements due to the Association for monies advanced by the Association are due and payable within fifteen (15) days of invoice.
4. Overdue payments of assessments or advancements are subject to assessment of late fees and other actions as follows:
  - a) A late fee of \$60.00 will be added to each assessment or advancement when it, or any portion thereof, becomes 31 days overdue, and an additional \$60.00 will be added for each 31-day period that such assessment or advancement, or any portion thereof, remains unpaid thereafter.
  - b) When any assessment or advancement becomes 61 days overdue it may be referred to an attorney for collection, and Owners are liable for, and will be assessed, all attorney's fees, expenses, and costs, plus an administrative fee of \$75.00.
  - c) Overdue and unpaid assessments and advancements constitute liens on the Owners unit, and the Association may record such liens at any time. All fees, costs, and expenses (including Holcomb Estate property management company collection fees and attorney fees), for preparing and recording liens against an Owner are additional assessments immediately due and payable and will therefore be added to the liens.



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### X. Delinquency Procedures

1 <sup>st</sup> of Month	Monthly Assessment fee due and payable
31 Days	“ <b>Reminder Notice</b> ” is sent to homeowner requiring full payment. A \$60.00 late fee is added to the account at this time.
61 Days	“ <b>Final Notice</b> ” is sent to homeowner requesting payment in full within 15 days. If payment is not received within the allotted 15 days, the account is turned over to the Association Attorney for immediate legal action and filing suit, and a \$95.00 property management company collection cost will be added to the homeowner’s account.
76 Days	Delinquent account turned over to the Association’s attorney to begin pursuing collection at the owner’s expense.

### **HOMEOWNERS WILL BE RESPONSIBLE FOR ALL ATTORNEY FEES, COLLECTIONS FEES AND COURT COSTS!**

**NOTE:** Legal action may result in the Association filing suit to seek a judgement, attachment of assets, garnishment of wages, a lien upon the property and foreclosure. If the Association has to send a homeowners account to the Attorney for collection, all of the Association fees remaining for the fiscal year may be accelerated if provided for in your documents. The owner will be responsible to pay all HOA fees, late fees, court costs, attorney fees, the company collection costs administrative fee, and all other fees/costs billed by the management company, such as hourly billing for court appearances.

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### Y. Administration

1. Complaints regarding the management of The Holcomb Estate or the actions of other owners or their occupants or guests shall be made in writing to the Board. The Board may, for any good reason, grant exceptions to any rule requested by a written request by any owner.

### Z. Purchasing Guidelines

1. It is the responsibility of the management company to vet new vendors, to ascertain that appropriate tax documents are in file for those vendors, and to ascertain that vendors maintain insurance that is adequate to protect the Association.
2. It is also the responsibility of our management company to ascertain that these documents are maintained for current vendors.
3. For any new vendor for which annual purchases are anticipated to be in excess of \$2,499, such vendor will need to be approved by the appropriate committee.
4. For any new vendor for which annual purchases are anticipated to be in excess of \$9,999, such vendor needs to also be approved by the board.
5. Competitive bids shall be requested for new purchases that are anticipated to be in excess of \$2,499. The potential vendors from whom competitive bids have been requested shall be recommended by our management company, subject to approval by the appropriate Association Committee and, if the expenditure is anticipated to be in excess of \$9,999, by the Board.
6. The review of competitive bids shall be performed by the Association's management company, by the appropriate Committee, and if it involves an expenditure in excess of \$9,999, by the Association's Board. Acceptance of any competitive bid shall be made by the appropriate committee or, if it involves an expenditure of more than \$9,999, by the

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Board.

7. Should an expenditure not fall within the purview of either the Association's two standing committees, the Board will act as the committee in applying these guidelines.
8. Approved contracts are required by our Bylaws to be signed by the Association's President or Vice-President. However, the chairpersons of our two standing committees may sign contracts involving expenditures of up to \$5,000 if written permission (e-mail) is provided by either the President or Vice-President. Similar permission is granted to our Property Manager.
9. Pursuant to Section 3.07 of our Bylaws, a contract involving an expenditure of \$50,000 or more may not be entered into without the prior approval by a majority vote of Owners. There are exceptions to this rule, and the primary exception is that the proposed expenditure was expressly included in the annual budget approved at the most recent annual meeting, or that budgeted funds could be reallocated to cover the proposed expenditure without increasing the total budgeted expenditures as approved.
10. In a situation that involves imminent danger to property within the Holcomb Estate, these purchasing rules (including item 9) may be bypassed and appropriate action taken.
11. All expenditures, other than utilities, require approval of a committee chairperson, treasurer, or president of the Board before the management company makes payment. Provided, however, that reimbursements to committee chairpersons require approval by the president or treasurer, reimbursements to the treasurer require approval by the president, and reimbursements to the president require approval by the treasurer.

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