

## The Holcomb Estate Rules and Regulations

These rules and regulations adopted by the Board on November 18, 2020, are effective January 1, 2021, pursuant to the Board's express power granted in the 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 Contained in By-Laws. The following provisions of Section 7.01 the By-Laws are incorporated by reference into these Rules and Regulations.

Section 7.01. Restrictions on Use. The following restrictions on the use and enjoyment of the Condominium Units, Common Areas, Limited Areas and the Property shall be applicable to The Holcomb Estate:

- (a) All Condominium Units shall be used exclusively for residential purposes and for occupancy by a single housekeeping unit. Any business activity conducted from the residency shall remain incidental (secondary) to its use and only with prior written authorization by the Board operated in accordance with the adopted Association rules and regulations governing residential business activity.
- (b) No additional buildings shall be erected or located on the Tract other than the Buildings designated in the Declaration or a supplement or amendment to the Declaration, and shown on the Plans or plans filed with such a supplement or amendment to the Declaration, without the consent of the Board of Directors.
- (c) Nothing shall be done or kept in any Condominium Unit or in the Common Areas or Limited Areas that will cause an increase in the rate of insurance on any Building or the contents thereof. No Owner shall permit anything to be done or kept in his Condominium Unit or in the Common Areas or Limited Areas that will result in a cancellation of insurance on any Building or any part of the Common Areas or contents thereof, or that would

be in violation of any law or ordinance or the requirements of any insurance underwriting or rating bureau.

- (d) No nuisance shall be permitted and no damage shall be committed in any Condominium Unit, Common Areas or Limited Areas.
- (e) No Owner shall cause or permit anything to be hung or displayed in the Common Area and Limited Area or on the outside of the windows or placed on the outside walls or balcony of any Building. No sign, awning, canopy, shutter or radio or television antenna or other attachment or thing shall be affixed to or be placed upon the exterior wall or roofs or any other parts of any Building without the prior written consent of the Board. Temporary celebratory displays such as flags and holiday decorations are permitted but, if deemed inappropriate, may be recalled by the Board.
- (f) Satellite dishes that are one meter or less in diameter may be installed. Satellite dishes that are larger than one meter are prohibited. No more than one satellite dish may be installed by an Owner on or for his or her Condominium Unit. Prior written approval of the board is required before any satellite dish is installed. Satellite dishes must not be installed in a manner that will result in increased maintenance costs for the Association or for the other residents. The Board shall exercise its discretion in deciding whether to approve or deny any Owner's request, and may attach conditions on any approval given. The placement, installation, use and maintenance of antennas, including satellite dishes, shall be further subject to rules and regulations promulgated by the Board of Directors.
- (g) No "for sale," "for rent" or "for lease" or any other advertising sign or display shall be maintained or permitted on the Common or Limited areas without the prior consent of the Board.
- (h) Nothing shall be done or permitted in any Condominium Unit that will impair the structural integrity of any Building or that would structurally change any Building or that would affect the

exterior appearance of any Condominium Unit, except as otherwise provided in the Declaration or these Bylaws.

- (i) No Condominium Unit shall be used in any unlawful manner or in any manner that might cause injury to the reputation of The Holcomb Estate or that might be a nuisance, annoyance, inconvenience or damage to other Owners and occupants of Condominium Units or neighboring property, including without limiting the generality of the foregoing, noise by the use of any loud speakers, electrical equipment, amplifiers or other equipment or machines or loud person.
- (j) The Common Areas and Limited Areas shall be kept free and clear of rubbish, debris and other unsightly materials. No clothes, sheets, blankets, rugs, laundry or other things shall be hung out or exposed on any part of the Common Area or Limited Areas.
- (k) All Owners, guests, tenants or invitees, and all occupants of any Condominium Unit or other persons entitled to use the same and to use and enjoy the Common Areas and Limited Areas or any part thereof, shall observe and be governed by such rules and regulations as may from time to time be promulgated and issued by the Board governing the operation, use and enjoyment of the Condominium Units, the Common Areas and Limited Areas; including but not limited to rules relating to the keeping of animals, the parking or storage of vehicles or trailers and other matters incidental to the use of the Common Areas and Limited Areas.
- (l) No Owner shall be allowed to plant trees, landscape or do any gardening in any of the Common Areas or Limited Areas, except with written permission from the Board.
- (m) All garbage, trash and refuse shall be stored in appropriate containers inside the Condominium Unit (including the garage) or in an inconspicuous place within the Limited Area appurtenant thereto and shall be kept therein until no earlier than sundown of the evening before scheduled trash collection. Garbage, trash, and refuse shall be placed in sealed disposable plastic bags or other containers approved by the Board for

scheduled trash collection and shall be placed at such locations for trash collection as are designated by the Board. Empty trash containers shall be returned to appropriate places by the end of the day of collection.

- (n) Common Areas and Limited Areas shall be used only for the purposes for which they are designed and intended, and shall be used subject to the provisions of the Declaration, these Bylaws and the rules and regulations from time to time adopted by the Board.

B. Owners' Responsibility for Maintenance. The following provisions of Section 5.01 the By-Laws are incorporated by reference into these Rules and Regulations.

Section 5.01. Maintenance, Repairs and Replacements.

- (a) Condominium Units. Each Owner shall, at his/her expense, be responsible for the maintenance, repairs, decoration and replacement within his or her own Condominium Unit, except as may otherwise be provided herein.
  - (1) Each Owner shall promptly perform all maintenance and repair within his or her Condominium Unit, which, if neglected, might adversely affect the Property.
  - (2) Each Owner shall furnish, and shall be responsible at his or her own expense for the maintenance, repairs and replacement of his Condominium Unit and related Limited Areas, and all equipment serving the same except to the extent otherwise provided herein.
  - (3) Maintenance, repairs and replacements for which each Owner is individually responsible at his or her own expense include, but are not necessarily limited to:
    - (i) water lines, gas lines, plumbing, and electric lines that service the Owner's Condominium Unit only and are located within the walls of the Condominium Unit including any lines in the area from below the floor to above the ceiling.

- (ii) all partitions and interior walls, ceilings and floors;
- (iii) appliances, telephones, telephone lines, television and/or Internet cables, air conditioning and heating equipment (whether located wholly or partially inside or outside the Condominium Unit);
- (iv) doors, windows and sky light systems, frames and trim surrounding same, screens and the exterior and interior of all glass and screen surfaces;
- (v) Interior grouting and/or caulking and all other accessories related to the Condominium Unit or belonging to the Owner thereof.

(4) In the event that the maintenance or repair of any Condominium Unit is reasonably necessary in the discretion of the Board to protect the Common Areas or Limited Areas, or to preserve the appearance or value of the Property, or is otherwise in the interest of the general welfare of the Co-owners, the Board shall have the power to undertake such repair or maintenance that is the owner's responsibility.

No such maintenance or repair shall be undertaken without a resolution by the Board and reasonable written notice to the Owner of the Condominium Unit proposed to be maintained.

The cost of any such maintenance or repair shall be assessed against the Condominium Unit on which such maintenance or repair is performed and, when so assessed, a statement for the amount thereof shall be rendered promptly to the then Owner of the Condominium Unit at which time the Assessment shall become due and payable and a continuing lien and obligation of said Owner in all respects as provided in Section 6.06 hereof.

(b) Certain Limited Areas.

- (1) Each Owner shall, at his or her expense, be responsible for the maintenance, repair and replacement of any air

conditioning compressor, heat pump, or other appurtenant device installed to service his or her Condominium Unit.

- (2) Each Owner shall be responsible for the decoration and general maintenance of any balcony, patio, deck, or porch to which there is direct access from the interior of his or her Condominium Unit. This shall include, but not be limited to
  - (i) keeping any such balcony, patio, deck, or porch free and clean of dirt, debris and any other accumulation;
  - (ii) making all repairs to any such balcony, patio, deck, or porch caused or permitted by Owner negligence, misuse or neglect. All other repairs or replacement in, to or with respect to such balcony, patio, deck or porch shall be a Common Expense and performed by the Association.
- (3) The Association will not be responsible for removing snow and ice from an Owner's balcony, patio, deck or porch. It is the Owner's responsibility and if an Owner fails to remove snow and ice, it is at the Owner's peril and risk. The Association shall not be held responsible for any damages or injuries that might be suffered by anyone because of the Owners' failure to remove the snow or ice.

**B. Right of Entry.** The following provisions of Section 5.02 the By-Laws are incorporated by reference into these Rules and Regulations.

Section 5.02. Right of Entry. The Board of Directors, the Managing Agent, or any other Person authorized by the Board or the Managing Agent shall have the right, at reasonable times and upon reasonable prior notice (except in cases of emergency in which no notice shall be required), to enter into each individual Condominium Unit for the purposes of inspection of the Common Areas and Limited Areas appurtenant thereto and replacement, repair and maintenance of the same.

**C. Alterations and Additions.** The following provisions of Section 5.03 the By-Laws are incorporated by reference into these Rules and

Regulations.

Section 5.03. Alterations and Additions. No person shall make any alternations or additions to the Common Areas or Limited Areas without the prior written approval of the Board of Directors, nor shall any Owner make any alteration or addition within the boundaries of his Condominium Unit that would affect the safety or structural integrity of the Building in which the Condominium Unit is located.

#### ADDITIONAL RULES AND REGULATIONS ADOPTED BY BOARD

**D. Garage Doors.** Except when entering or exiting or when some activity in the garage requires the door to remain open, garage doors should be closed.

**E. Use of Common and Limited Areas**

1. Motor Vehicles

- (i) *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.
- (ii) *Motorized vehicles:* Motorized vehicles, such as motor cycles, scooters, etc. are only allowed on the streets or the driveways as long as they belong to residents or guests. Only golf carts and maintenance vehicles are allowed on the common area. No vehicle of any sort is allowed anywhere in The Holcomb Estate if its presence or operation creates a nuisance.
- (iii) *Parking.* Parking on 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 are prohibited. Parking on the fire lane from Cold Spring Rd is prohibited.

- (iv) *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.
- (v) *Blocking.* Blocking any driveway or street is prohibited. Parking is prohibited in any circle as it blocks access of delivery, maintenance and garbage vehicles.
- (vi) *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.

There are two parking access roads in Holcomb Estate: one at the end of Edinburgh Point and the other where Dunaway Court turns north. The former serves three units and the latter serves two. In all five cases, the "limited use" driveway ends at the intersection with the "common use" access road.

There is a parking pad at the end of Glencary Crest that can accommodate two (2) vehicles.

(vii)*Nuisance.* No vehicle may park or operate in Holcomb Estates if its presence or operation constitutes a nuisance.

(viii)*Towing.* For repeated violations of these rules, the Board may have a vehicle towed at owners' expense.

2. 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.
3. Policy governing the use of Common Area known as "the Meadow" for private events

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:

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.

Requests must be made for any group exceeding 10 guests and no group shall exceed 100 guests.

- a) Residents are responsible for the actions of their guests and assume liability for any damage or injury caused to other persons or property.
- b) For events that require transport of equipment of any kind to the Meadow the host to provide evidence of “Event Insurance” to the property manager 10 days prior to the event.
- c) There is no general charge for use.
- d) 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.
- e) No vehicles over 3 tons are permitted on the path to the Meadow.
- f) 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.
- g) Open fires are not permitted except in fire pits and grills. The host is required to provide fire extinguishers if any fires are used. 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 Owner’s Limited

Areas. Consumer fireworks designed to produce audible or aerial effects are prohibited.

The HOA Board may restrict use of all fireworks in case of draught. Use of fireworks is subject to all mandates by the City of Indianapolis, Marion County, or the State of Indiana.

- h) Access of other residents to the Meadow may not be restricted at any time.
  - i) The paths to the Meadow may not be obstructed at any time during set up or the event.
4. 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.
  5. Offensive, disturbing or obnoxious activity, including but not limited to emanating noise, odors or lighting is prohibited when using Common or Limited Areas.
  6. *Trash:* Garbage, trash, and refuse shall be placed in sealed disposable plastic bags (as required by our waste company) within garbage cart provided by our city designated waste company. All trash and recycling is to be kept inside the garage in the trash carts until 6 PM the night before scheduled collection, when they can be place at the end of the driveway. The carts should be returned to the garage no later than 6:00 PM the day of collection.

Twigs and other landscaping debris may be placed by the street on the evening before scheduled collection.

Heavy trash pick-up shall be the 4th week of the month on the scheduled day for regular trash pick-up. These items can be place 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).

7. 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 Homeowner's building in a manner that will not cause damage to any property. Offensive, intrusive, political or obnoxious flags, emblems or standards that are prohibited at all times.
8. *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.

9. Lighting in Common and Limited Use Areas
  - (i) Appropriate holiday lighting and displays may be placed in Limited Use and Common Areas immediately adjacent to the homeowner's 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.
  - (ii) The Board or its designee must approve all changes to 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.
  - (iii) The Association will supply lighting fixtures attached to garages and entryways with bulbs.

- (iv) Flood lighting of Common Areas and lighting of the ravine is prohibited unless approved by the Board.
- (v) Exterior landscape lighting must be approved by the Board. 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.

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.

#### 10. Windows and Doors Repair

- (a) The purpose of The Holcomb Estate Window Repair Policy as revised on 4-24-2020 is to allow homeowners to utilize “current technology” replacement windows if they choose to do so. This can be done in one of two ways

Scenario 1: The homeowner decides to repair a portion of a window unit (e.g., sash or sill) rather than the entire window unit, utilizing the services of either Glass Guru (GG) or Eric Wall (EW) to match existing designs and materials subject to standard GG, and EW warranties.

Scenario 2: The homeowner decides to replace an entire window unit. In this case, the homeowner has the option of utilizing Pella Proline 450 Series casement windows in Hartford Green (prefinished aluminum clad exterior, paintable wood interior) subject to Pella’s *lifetime guarantee* for this product.

#### Homeowner Responsibilities:

- (i) As long as the homeowner chooses one of these two scenarios, no additional HoA approvals are necessary.

However, the HoA must still be informed when repairs are being made and which scenario is being followed.

(ii) If the homeowner wants to pursue a path other than Scenarios 1 or 2, prior approval by the HoA is required to ensure consistency with design and materials standards. (For example, Renewal by Anderson will not be approved since that approach changes the exterior look of the windows significantly.)

11. 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.
12. 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 Owner's Limited Areas. Consumer fireworks designed to produce audible or aerial effect are prohibited.

#### **F. 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 is prohibited.

#### G. 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 to 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, upon ten (10) days written notice to the responsible Owner, require permanent removal of the pet.

## H. 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:
  - (i) A late fee of \$30.00 will be added each assessment or advancement when it becomes 31 days overdue.
  - (ii) 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.
  - (iii) Overdue and unpaid assessments and advancements constitute liens on the Owner's 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.

## I. 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.
2. The Board may, for any good reason may grant exceptions to

any rule, requested by a written request by any owner.