

The Holcomb Estate Rules and Regulations

A. Use of Condominium Units

1. 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 of Directors.
2. Garage doors should be kept closed when not in use.
3. No owner or occupant shall make or permit any disturbing noises which may interfere with the rights, comforts or convenience of other owners or occupants.

B. Use of Common and Limited Use Areas

1. Motor Vehicles
 - a. No motor vehicle is allowed to park on any street after 1 am except as authorized by the Board.
 - b. Trucks and commercial vehicles are allowed only for the purpose of deliveries or services to the residents.
 - c. No parking is allowed on grass or other unpaved areas, and no vehicle is allowed to block any driveway or street.
 - d. 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.
 - e. No recreational or similar oversized vehicles are permitted to be parked overnight in driveways except as authorized by the Board.
2. Pets
 - a. Any pet causing or creating an unprovoked hazard shall be permanently removed from the Property upon three (3) days' written notice from the Board.
 - b. The owner of any pet that creates an unprovoked nuisance or unreasonable disturbance or noise shall receive a warning notice from the Board informing him or her of the infraction of the Pet Policy. If the nuisance, disturbance or noise continues after said warning notice is issued, the pet shall be permanently removed from the Property upon three (3) days' written notice from the Board.
 - c. No exotic or endangered species may be kept as pets within the confines of The Holcomb Estate.
 - d. All pets on Common Areas and Limited Use Areas shall be on an attended leash or other form of physical limitation and under the supervision and control of the owner or owner's designee. So-called "Electric Fences" and similar devices are not allowed.
 - e. All solid waste from pets on all Common Areas and Limited Use Areas shall be immediately picked up by the owner and disposed of properly (not on Common Areas or Limited Use Areas).
 - f. All pet owners are legally and solely responsible for the actions of their pets while on Common Areas and Limited Use Areas.
 - g. All visitors bringing pets onto The Holcomb Estate shall comply with all aspects of the Pet Policy.
 - h. Any owner or visitor whose pet causes damage to the premises or any person shall be held solely liable for any and all damages incurred by the action of his or her pet. By establishing and executing this Pet Policy, the Holcomb Estate Homeowners Association

and its Board of Directors shall be indemnified against any legal action brought by any injured party through the insurance of the offending pet's owner.

- i. Any party injured by any incident involving a pet owned by a resident of The Holcomb Estate or a pet brought on The Holcomb Estate by a visitor, shall notify the Board of such injury details and documentation.
- j. A registry of all pets that may be on Common Areas and Limited Use Areas shall be established and maintained by the Board of Directors. Pet owners shall provide the information for this registry including, but not necessarily limited to:

Pet owner's name.

Pet owner's address.

Pet owner's telephone number or other means of contact.

Pet's name.

A description of the pet including breed and appearance.

Failure to provide the foregoing information may lead to legal action for removal of the pet from the premises as provided by law.

- k. To ensure adherence to this policy, the Board of Directors shall use whatever reasonable means it deems necessary.
3. Use of Common Area is limited to owners, occupants, their guests and sanctioned service personnel. All others shall be considered as trespassing.
 4. Each owner, occupant or guest making use of the Common Area shall be responsible for removing any trash resulting from such use and for restoring such area to a clean and orderly condition.
 5. No offensive, loud or obnoxious activity shall be carried on in the Common Area which may become annoying or nuisance to other Owners or Occupants, including, but not limited to, the use of radios and other amplifying devices.
 6. As referred to in the By-laws, Section 7.01, (m). found on Page 27, weekly household trash may be placed at the end of driveways on the evening before collection. Nothing may be left on streets, driveways or walks overnight without specific Board approval.
 7. Owners shall be held responsible for the actions of their tenants, guests and family members while in The Holcomb Estate.
 8. The flag of the United States may be displayed if standard, accepted flag etiquette is followed. No other flags, emblems or standards may be displayed except for special occasions and then must be displayed just for that event and removed immediately following the event. All flags to be displayed will hang in a flagholder attached to the Homeowner's building in a manner acceptable as deemed by the Buildings and Maintenance Committee. Under no circumstances may a flag or emblem be displayed that is offensive, intrusive, political or obnoxious.
 9. No signs or other paraphernalia promoting a political party, political candidate or political issue may be displayed at any time in the Common Areas or positioned as to be visible from the Common Areas.
 10. Lighting in Common and Limited Use Areas
 - a. Religious holiday lighting is allowed to be displayed in Limited Use and Common Areas immediately adjacent to the homeowner's condominium if that lighting display is not

intrusive or offensive. Overtly and purely religious displays of any kind may be used if not easily visible from the streets of The Holcomb Estate. All religious displays, including but not limited to lighting, may be displayed only during the festive season of that specific holiday. In the case of Christmas decorations, that season will be considered to be from the day after Thanksgiving until no later than January 7 of the ensuing New Year.

- b. All landscape lighting shall be considered a part of landscape design and all landscape designs shall be approved by the Board through the Grounds Committee.
- c. Lighting fixtures attached to garages, porches and sides of buildings will be supplied with bulbs by the Association. Deck lighting bulbs may be supplied by the homeowner with Board approval. The fixtures should be cleaned when light bulbs are changed to obtain maximum brightness.
- d. "Rope" or "chain" lighting is generally not allowed. Exceptions are for special events, holiday displays or in instances where that lighting is not visibly intrusive.
- e. No fixtures lighting the ravine shall be allowed.
- f. No flood lighting of Common Areas is allowed. The Board may make exceptions based on specific security considerations.

C. Actions of Owners, Occupants and Guests

1. 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 save the Association and other owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or non-compliance therewith.
2. Owners, occupants and guests shall at all times comply with the terms and provisions of, and all the regulations established by, the Declaration, the Bylaws and these Rules and Regulations.
3. No owner, occupant or guest shall act in a manner to threaten or endanger the life, health or safety of other owners, occupants or guests of The Holcomb Estate.

F. Assessments

1. Regular assessments (monthly fees) are due and payable on the first of every month.
2. Special assessments when approved by the Board are due and payable according to the payment schedule indicated by the Board at the time of assessment.
3. Reimbursements due to the Association for monies advanced by the Association on behalf of individual owners are due and payable according to the schedule indicated by the Board at the time of advancement.
4. Late payments of regular or special assessments or advancements shall be subject to late fees and actions as follows:
 - a. If an assessment is not paid in full within 15 days of the due date, a "Reminder Notice" will be sent to the homeowner.
 - b. If an assessment is not paid in full within 30 days of the due date, a late fee of \$30.00 will be added to the balance owed, and an "Overdue Notice" will be sent to the homeowner.
 - c. If the overdue balance (including the late fee) is not paid in full within 45 days of the original assessment, a "Final Notice" stating the intent to refer the case to an attorney will be sent to the homeowner.

- d. Any monies overdue for 60 days shall result in referral of the account to an attorney for collection. Any and all attorney's fees, costs, court costs along with an administrative fee owed to the management company of \$75.00 will be added to the amount owed. Once the case has been referred for collection, all communication from the homeowner will be directed to the attorney's office
- e. If the total amount referred for collection is not paid in full within 90 days, a lien will be placed on the property, and any costs incurred in the placement of the lien will be added to the amount owed.

G. Administration

1. Any complaint regarding the management of The Holcomb Estate or regarding actions of other owners shall be made in writing to the Board.
2. The right is specifically reserved to the Board to rescind, change or amend these Rules & Regulations as from time to time the Board may deem necessary or desirable.
3. Homeowners have the right and are encouraged to report infractions of these Rules and Regulations for Board consideration.

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