

ADMINISTRATIVE RULES AND REGULATIONS

Condominium Property

All structures, walls, sidewalks and streets are owned by all unit owners as tenants-in-common. Your ownership is generally from the drywall inward. Limited common element is defined in the recorded Declaration and Plat Map. The size of the area is not the same for each unit, so please consult the plat map. All other areas are common elements.

Organization

The Annual Meeting is held in November. The Board members usually meet for regular meetings every other month starting in February of each year and exact meeting dates and times, usually 7:00 PM, and locations are announced to the unit owners on the web site and/or email. Any unit owner who wishes to attend or have a matter discussed may attend the Board meetings. The Board of Directors consists of five individuals who are unit owners or spouses of unit owners. They are elected by their fellow unit owners at the Annual Meeting and each serve without compensation for a term of two consecutive years. Board member's terms are staggered so as to elect two members one year and three members the following year. This arrangement was established to provide the Association members with continuity of experience and service from one year to the next. There are no term limitations. The Board is responsible for making the decisions affecting our property. Following its election at the Annual Meeting, the Board of Directors is organized by electing from among its members the following officers: President, Vice-President, Secretary, Treasurer and Member at Large. Ian Rennick is our Property Manager.

Mews web site: www.themewsatmuirfield.org

Muirfield Association web site: www.muirfieldassociation.com

Muirfield Village Civic Association web site: www.muirfieldvillage.org

Channels of Communication

In between the regular Board meetings, the Association relies on the Property Manager to carry out the Board's decisions and handle all communications by and between the Association's owners, contractors and vendors. If you have questions concerning maintenance of the property, please direct the matter to the Property Manager

in writing. In case of an emergency, such as a fire, you should contact the fire/police department.

The Board requests and appreciates your cooperation in respecting that Board members are not employees and should not be contacted directly on Association related matters outside of Board meetings. Board members are not individually responsible for resolving Association matters and can only decide on issues brought to their attention by the Property Manager. The exception being, you should send a letter directly to the Board members concerning problems that you may have with the Property Manager. Again, all other communications must be directed through the Property Manager to assure that your concerns and questions are properly addressed and answered.

Fees

The Mews Condominium at Muirfield Unit Owners' Association ("Mews Association") fees are billed quarterly in January, April, July, and October. Payment in full is due within 30 days. Fees for the Muirfield Association are billed annually by that Association.

Services Provided

Maintenance: The Mews Association provides reasonable outside maintenance of all of the buildings, walls, sidewalks and driveways outside the courtyard gates. Requests for all repairs/replacements must be addressed in writing to the Property Manager (request for repairs are attached and also available on the web site. Decks, benches, pergolas, trellises and other amenities within the front and rear courtyards are the responsibility of the unit owner as are the replacements and repair of all doors, windows and mechanical devices.

Reasonable snow removal: Strathmore Lane is a private street and the Mews Association contracts for reasonable snow removal which stipulates that the street will be plowed when there is an accumulation of 2 inches or more of snow. Sidewalks from the entrance of the unit to the street and to the garage entrance will be reasonably cleared, as well as the sidewalks in front of the mailboxes. In order for the contractor to remove the snow, cars are prohibited to be parked on the street until plowing has taken place.

Parking Policy

Strathmore Lane is a private street and the speed limit is 15 mph at all times. Residents are to use their garage as their primary parking space with the garage door closed. Guests are to park directly in front of the host's unit, around the Mews Park or along the curb at the east entrance to the Mews. Vehicles are prohibited to be parked

directly across the street from each other, preventing passage of emergency vehicles. We follow the Memorial Tournament parking rules that each resident receives in the mail at tournament time. Violators may be ticketed or the vehicle may be towed and stored.

Courtesies Expected

- A. Noise: With the close proximity of units, loud noise is prohibited including noisy parties after 11:00PM.

- B. Animals and Pets
The owner must carry liability insurance for any pet(s) that go outside the unit. Pets must be on a hand-held leash and accompanied by the owner at all times while in the common and limited common elements. Tying or chaining any pet to the common or limited common elements is prohibited.
Pet owners are responsible for the immediate and complete cleanup of any pet waste. Excessive barking or other animal noises, whether indoors or outdoors that disturbs another resident is prohibited. Pet owners are responsible for all damage caused by his/her pet.

- C. Gates/Garage Doors: Gates and garage doors are to remain closed at all times except for ventilation in the summer, garage doors should not be raised more than 24". A key for the locked gate at the west end can be obtained from the Property Manager.

- D. Garage lights: A photocell controls the outside garage lights so that they are all on during the night for uniform lighting. Contact the Property Managers if bulbs need to be replaced.

Muirfield Association (MA)

The MA controls the landscaping, buildings and general appearance of Muirfield Village. Its policies and regulations also govern the Mews unit owners. The dues to that organization are in addition to those of the Mews Association. The MA headquarters are located in the building behind the Muirfield Drive swimming pool. Soon after you move in you should report your move so that you may be included in the MA Online Directory and receive pool passes and guest pool passes. Any exterior alterations you plan to make to your unit must be submitted in writing to the Mews Board of Directors and also to the Muirfield Association and approved before work is initiated. All construction and

exterior modifications must also comply with the Muirfield Design Standards which are available on their web site.

City of Dublin Services

The City of Dublin provides yard waste pick-up weekly (currently on Mondays). This includes holiday and pine tree removal during the month of January. Yard waste must be placed in a marked container or paper yard waste bags and placed at the curb by 7:00AM on Monday.

Garbage, trash and recycling of plastics, glass, cans and paper are picked up every Wednesday. These items must be at the curb by 7:00AM. Additional blue recycle containers in two sizes are available from the city of Dublin. For additional information consult the City of Dublin website.

GUIDELINES

To maintain an aesthetically pleasing uniformity in the appearance of the exterior of the buildings and structures of the condominium property, the Declaration requires that the written consent of the Board of Directors be obtained by a unit owner prior to altering, repairing, refinishing, replacing or servicing the exterior surfaces of any unit, the limited common elements and/or the common elements. In addition the Bylaws allow for adoption by the Board of Directors of administrative rules and regulations to facilitate governing the operation and use of the condominium property.

The Board of Directors has prepared the following Guidelines to clarify and simplify unit owner requests for changes to his/her units. The Board has designated certain items of repair or replacement that may proceed without prior written Board approval providing the Guidelines are followed. Items of work not specifically identified in these guidelines should be submitted to the Board of Directors for approval as indicated in paragraph V below.

The Design Guidelines of the MA are incorporated, by reference, within these Guidelines. Unit owners are cautioned that in some instances the MA may require review and approval of changes to individual units including landscaping and patio areas.

Muirfield Association web site: www.muirfieldassociation.com

I. COMMON ELEMENTS (see attached site plan)

A. Plantings: Unit owners must secure written permission from the Board of Directors prior to initiating any changes and/or additions to plantings within the common or limited common elements.

1. All planting beds within common and limited common elements and outside courtyard gates will be annually edged and mulched unless a unit owner requests the areas not be mulched.
2. All trees and shrubs within common and limited common elements and outside courtyard gates will be pruned and fertilized as needed unless unit owner requests that the trees and shrubs not be pruned or fertilized.
3. All other plant materials installed by unit owners within common or limited common elements must be compatible with that installed by the Association.

B. Paving: Unit owners must secure written permission from the Board of Directors prior to initiating any changes to pavement in any common elements. Where driveways and walks have been replaced by unit owners rather than by the Association, repair and replacement of those driveways and sidewalks will be the responsibility of the unit owner.

II. LIMITED COMMON ELEMENTS

A. General

1. Subject to MA requirements and the following Guidelines, modifications to plantings and patios within courtyards do require review and prior written approval by the Board of Directors.
2. Trash containers should be kept within unit garages or screened as required by the Muirfield Design Guidelines.
3. Requests for installation of pergolas, trellises, hot tubs and other amenities must be submitted for review and written approval prior to installation. Any such added amenities are required to be properly maintained by the individual unit owner.
4. Yard art must be limited to no more than 3 items in common and limited common elements.
5. Decorative flags, school flags or banners or signs are prohibited on the exterior of the property.
6. Hoses and sprinklers within the common and limited common elements must be contained or coiled close to unit.
7. Gardening equipment, recreational equipment, and bicycles are prohibited to be stored in common or limited common elements.

B. Courtyard and patio

1. Decorations are prohibited to be permanently attached to entrance doors.
2. Plantings and patios within courtyards are to maintain a uniform appearance within the condominium property and be properly maintained. Plant materials should be consistent with the size and scale of the courtyard and not infringe on the adjacent unit owner's limited common element.

3. Pergolas, trellises and plantings are prohibited to be permanently attached to the walls or roofs of the buildings. Where plantings have previously been attached to the exterior walls, the Mews Association is not responsible for damage to such plantings as a result of routine maintenance work on the units.
4. Drainage lines installed beneath courtyard and patio areas may require periodic repair or replacement. Unit owners will be notified prior to such work occurring in order to coordinate removal of plantings and patio paving materials.
5. Pavers for any common or limited common elements outside of courtyards need prior written approval by the Board.
6. Security signs must be placed within the courtyard (inside the gate) at or next to the front of the unit.
7. For Sale signs must comply with MA yard signage policy and placed at or next to the front of the unit.
8. Prohibited signage include: For rent, open house and/or directional arrows; advertising signs, school signs or banners; seasonal or decorative banners.
9. All exterior lighting, landscape lighting and security lights outside of the courtyards must be submitted and approved by the Board of Directors before installation.

C. Planting beds

1. All planting beds within limited common elements but outside courtyard gates will be annually edged and mulched unless a unit owner requests these beds not be edged and mulched.
2. All other plant materials installed by unit owners within limited common elements are to be maintained by the individual unit owner.
3. Any mulch installed by individual unit owners within limited common elements must be of the same type and color as that installed by the Association.

III **BUILDING (UNIT) PERIMETER**

- A. Paint Colors (check with Property Manager for availability of our paint inventory). We use latex paints. Behr Premium Solid Color Weather Proofing All-In-One Wood Stain & Sealer available at Home Depot is to be used for all siding and cedar pergola/lattice or cedar window trim. Contact Property Manager for exact color specifications.
- B. Windows and Sliding Doors: Existing window and sliding door units may be replaced with equivalent units as listed below. Window and door opening sizes and function may not be changed without prior written approval of the

Board of Directors. Note that depending on manufacturer selected, windows and doors that match existing sizes and function may be special order items. Muntins are prohibited. Integral blinds are permissible. Patterned and/or colored glass is not permissible.

1. Windows
 - a. Pella Enduraclad Casement Windows, Architect (850) or Designer Series (750) aluminum clad color "Putty.
 - b. Marvin Casemaster Aluminum Clad Windows, "Pebble Gray" color cladding.
 - c. Anderson 400 Series Casement Windows, vinyl clad, "Sandtone" color on exterior.
 - d. Peachtree 700 Series, aluminum clad Casement Clad. Note: Peachtree is no longer in business. Some units may still have these original windows and may be able to find replacement parts. However, if the window is being replaced, one of the other selections will have to be chosen.
 - e. Renewal by Andersen Fibrex Series 1 windows, "Sandstone" color on exterior.
2. Sliding Glass Doors/Patio Doors: Sliding glass doors may be replaced with equivalent units or with sliding patio doors. Door opening size and configuration may not be changed without prior written approval of the Board of Directors. Three panel 12'0" sliding door units may be replaced with 4 panel 12'0" sliding door units. In-swinging or out-swinging patio doors are prohibited. All exposed exterior hardware is to be dark oil-rubbed bronze, brushed nickel or match clad color (bright brass or chrome are prohibited). Suggested sliding doors:
 - a. Pella Enduraclad Sliding Patio Doors, Architect (850), Designer Series (750) or Proline Series (450), "Putty" color exterior, screen to match.
 - b. Marvin Aluminum Clad Ultimate Sliding French or Patio Doors, "Pebble Gray" color exterior, screen to match.
 - c. Anderson Frenchwood Gliding Patio Door (400 Series), Permashield Patio Door (200 Series) or Fibrex Gliding Patio Door (100 Series) "Sandstone" color exterior, screen to match.
 - d. Peachtree 700 Series, Sliding Glass Doors. Note: Peachtree is no longer in business. Some units may still have these original doors and may be able to find replacement parts. However, if the door is being replaced, one of the other selections will have to be chosen.
 - e. Renewal by Andersen Fibrex Series 1 sliding doors, "Sandstone" color on exterior, screen to match.

- C. Garage Doors: Existing garage doors may be replaced with Overhead Door Thermacore 195 in Sandstone. Maintenance, repair and replacement of the garage door and door opener are the responsibility of the unit owner.
- D. Entry Door:
 - 1. Acceptable
 - a. Steel
 - b. Fiberglass
 - c. Fire Doors
 - 2. Style
 - a. Solid (flush; no windows), or
 - b. Full non-colored plain glass insert (integrated white blind is permitted).
 - 3. Finish: Exterior color to match building siding and doors.
 - 4. Storm door: full view, plain glass/screen doors to match trim. MA
- E. Equipment Replacements
 - 1. Heat Pumps/air conditioners: Electric heat pumps/air conditioners may be replaced with equivalent units. Changes to landscape screening or other proposed screening require prior written approval of the Board of Directors.
- F. Chimney Caps: Chimney caps with bird screens are required for all chimneys. Units compatible with those on other units may be installed without approval of the Board of Directors. Unit owner are responsible for any damage to the adjacent roof areas as a result of the installation.
- G. Attic Ventilation: Existing attic soffit vents and roof vents are to be kept unobstructed. Bathroom fans should be vented directly to the exterior.
- H. Satellite Dish: Before installation, unit owner must complete the Notice of Installation form and submit one copy to the Board of Directors and an additional copy to the MA office. In addition to installation in compliance with local building codes, no equipment may be attached or affixed to any part of the outside of the unit or roof of the unit. There is to be a minimum of exposed wiring on the exterior of the building and dishes must be camouflaged, screened and shielded by landscaping. Installation of any satellite dish/antenna in the Common Elements must be approved by the Board of Directors.
- I. Gutter Guards: On most units, gutter guard may be installed at the unit owner's expense, provided that the type of Gutter Guards are approved by the Property Manager.
- J. Television and or internet cable shall have only one exterior entry point

IV. **APPROVAL BY THE BOARD OF DIRECTORS**

- A. Improvements, changes, construction, landscaping, tree removal or other work or action which in any way alters the exterior appearance of the condominium property are prohibited until the same have first been approved in writing by the Board of Directors in accordance with the Muirfield Design Standards and these rules and regulations. Approval must be requested by submission to the Board of Directors of plans in sufficient detail to thoroughly describe the proposed modifications.
- B. Any questions on compliance standards should be directed to the Board of Directors prior to any changes being made.
- C. All requests for repairs or replacement presented to the Board of Directors by unit owners are subject to inspection of the unit to determine whether the repair or replacement is necessitated by alterations made by the unit owner or any previous unit owner. If the inspection determines that the repair or replacement has been necessitated by a unit owner's addition or alteration, the unit owner will be responsible for repair and replacement costs. Additions or alterations include plantings and landscaping in patio and courtyard areas.
 - 1. Basis of Approval: Approval will be based, among other things, upon conformity and harmony of the proposed plans with the existing buildings and improvements within the Condominium Property.
 - 2. Failure to Approve or Disapprove: If the Board of Directors fails either to approve or disapprove such plans and specifications within 30 days after the same have been delivered to the Board of Directors, either personally or by mail, it will be presumed that the Board of Directors has approved said plans.

V. **ENFORCEMENT PROCEDURE**

- A. The unit owner is responsible for any violation of the Declaration, Bylaws or Guidelines by the unit owner, guests, or occupants (including tenants) of his/her unit. The Board has the right to proceed with legal action for any violation of the Association's governing documents as the Board, in its sole discretion may determine.
 - 1. The entire cost of affecting a legal remedy to impose compliance, including court costs and attorney's fees, will be added to the account of the responsible unit owner.
 - 2. All costs for extra cleaning and/or repairs stemming from any violation will also be added to the responsible unit owner's account.
 - 3. In addition to any other action and, if applicable, in accordance with the procedure outlined below (section 4), the Board may:

- a. levy an assessment for actual damages; and/or
 - b. levy a reasonable enforcement assessment per occurrence; and/or
 - c. if the violation is continuous and ongoing in nature, levy a reasonable enforcement assessment per day.
4. Prior to imposition of an enforcement assessment for a violation the following procedure will be followed:
- a. written notice will be served, in person or by regular mail, upon the alleged responsible unit owner specifying the nature of the violation. If applicable, a reasonable date by which the unit owner must remedy the violation in order to avoid charges or assessments; the amount of the proposed charges and/or enforcement assessment; and a statement that the unit owner has a right to and the procedures to request a hearing before the Board of Directors to contest the proposed charge and/or enforcement assessment.
 - b. to request a hearing, the unit owner must mail or deliver a written "Request for a Hearing" notice which must be received by the Board not later than the tenth day after receiving the notice required by Item VI.A.4.a.
 - c. if a unit owner timely requests a hearing, at least seven days prior to that hearing date the Board will provide the unit owner with a written notice that includes the date, time and location of the hearing. If the unit owner fails to make a timely request for a hearing, the right to that hearing is waived and the charge for damages and/or enforcement assessment will be immediately imposed. At the hearing, the Board and alleged responsible unit owner will have the right to present any evidence. This hearing will be held in Executive Session and proof of hearing, evidence or written notice to the unit owner to abate action, and intent to impose an enforcement assessment will become part of the hearing minutes. The unit owner will then receive notice of the Board's decision and any enforcement assessment imposed within 30 days of the hearing.
 - d. the Association may file a lien for an enforcement assessment and/or damage charges which remain unpaid for more than 10 days.

VI. COLLECTION POLICY

- A. All assessments, including maintenance fees are due within 30 days.
- B. An administrative late charge of 5% per month will be incurred for any late payment on any unpaid balance. (Subject to change upon further notice)
- C. Any payments will be applied in the following order:
 1. Interest and/or administrative late fees owed to the Association;

2. Collection costs, attorney's fees incurred by the Association;
 3. Principal amounts owed on the account for common expenses and assessments.
- D. Any past due assessments may cause a lien and foreclosure to be filed against the unit.
- E. Any costs, including attorney's fees, recording costs, title reports and/or court costs incurred by the Association in the collection of delinquent assessments will be added to the amount owed by the delinquent unit owner.
- F. If any unit owner (either by his/her conduct or by the conduct of any occupant) fails to perform any act that he/she is requested to perform by the Declaration, the Bylaws, or the Guidelines, the Association may, but will not be obligated to, undertake such performance or cure such violation and will charge and collect from said unit owner the entire cost and expense, including reasonable attorney's fees, of such performing or cure incurred by the Association. Any such amount will be deemed an additional assessment and will be due and payable immediately following notification of such charge and the Association may obtain a lien for said amount in the same manner and to the same extent as if it were a lien for common expenses.
- G. If any unit owner is delinquent in the payment for more than 30 days, the Board may suspend the privileges of the unit owner to vote.

VII. LEASE RESTRICTIONS

In situations regarding non-owner occupied, leased, units the Board must have prior to occupancy:

- A. A copy of the lease agreement.
- B. A clause contained in that lease making it subject to covenants and restrictions contained in the Declaration, By-laws, Administrative Rules and Regulations, and those of MA.
- C. A signed statement that:
 1. the tenant has been given a current copy of the Administrative Rules and Regulations and agrees to be responsible for compliance.
 2. The unit owner understands and agrees that he/she is responsible for the tenant.

VIII. COMPLAINT PROCEDURE

A. Policy and procedure cannot replace courtesy and the need to communicate with neighbors/owners. Neighbors talking with each other in a non-threatening way can achieve quicker results. Our community spirit lies within each occupant.

B. Complaints against anyone violating the rules must be submitted to the Property Manager in writing and must contain the date, signature, unit number and telephone number of the individual filing the complaint.

C. The Property Manager will, in most instances, contact the alleged responsible owner after receipt of each complaint, and a reasonable effort will be made to gain the owner's agreement to cease the violation.

D. If the reasonable efforts to gain compliance are unsuccessful, the unit owner may be subject to a sanction in accordance with the penalty provisions contained in the Enforcement Procedure.

E. Copies of complaints and the identity of the complaining party will be made available to the alleged violator in the event of an enforcement assessment hearing.

Revised August 2018