COMMUNITY POLICIES AND GUIDELINES

[Dated: April 2021]

These guidelines have been set forth to expand upon and detail the information found in the Condominium Declaration and Bylaws under which THE COURTYARDS AT MUIRFIELD RIDGE CONDOMINIUM ASSOCIATION operates.

I. Personal Property

Except as provided in Section IX below, all personal property must be kept inside the garage.

Nothing may be hung or displayed, nor may signs, awnings, canopies, shutters, antennae or satellite dishes, or any other device or ornament be affixed to or placed upon the exterior walls, doors, fences, or roof without prior written approval of the Condominium Association Board of Trustees ("Board").

II. Decorative Items

Until such time as the Board establishes alternative guidelines for decorative items, display of the following is not allowed outside the enclosed courtyard patio area:

1. Bird feeders or bird baths (tree-hanging or freestanding);
2. Garden hose containers;
3. Stepping stones;
4. Wall plaques; and
5. Windsocks, wind chimes, and decorative flags.

A. Holiday Decorations

Christmas lights and decorations are permitted to be placed in the limited common element and on building exteriors provided the decorations do not damage limited common element, building, gutters, siding, or exterior doors. They may not be displayed before Thanksgiving Day, and must be removed by no later than January 7th of the following year. Decorations for other commonly recognized holidays are permitted under the same guidelines, and may not be displayed more than four weeks before or one week after the holiday. No flashing lights or music is permitted.

B. The American Flag

The American Flag may be flown or displayed at any time following normal flag protocol and in accordance with the Declaration of Condominium for the Courtyards at Muirfield Ridge, and any amendment thereto ("Declaration").

C. The Collegiate/Professional Flag
The Collegiate/Professional Flag may only be flown or displayed on day of game.

Amendment:

- No Review Board application is required for owners wanting to install a flag holder for the US flag and/or collegiate/professional team flag to be displayed. A black 2 position flag holder is the only approved holder. The flag holder may only be installed on the front porch post, bottom of base 6' from concrete, due to the hardiplank exterior. Predrilling for installation screws is recommended. Tattered or torn flags must be removed immediately.

C. Wreaths

Decorative wreaths may be hung on the front door only. All wreaths are to be no larger than 30" in diameter. Wreaths are prohibited on walls and on the outside of patio fences.

III. <u>Flowers/Landscape Plants</u>

A. Flowers

1. **Inside Courtyard Patio Fence**: Annual and perennial flowers may be planted in existing mulched areas inside the courtyard patio fence. Only annuals and perennials that will not exceed the height of the courtyard patio fence shall be permitted.

2. **Outside Courtyard Patio Fence**: Only annual flowers may be planted in existing mulched areas directly outside the courtyard patio fence. Maintenance of the annual flowers planted by a resident is the responsibility of said resident. Dead annuals are to be removed at the end of the season by the resident. Annuals planted by a resident that are not maintained by said resident during the growing season will be removed by the groundskeepers and the cost for removal will be billed to the resident. Flowers are not permitted around any tree.

3. **Flower Pots**: Annuals and perennials may be planted in a maximum of three (3) flower pots on the concrete pad in front of each unit's front door. Flower pots are permitted inside the courtyard patio area.

B. Landscape Plants

Any modification of your current landscape (outside of the courtyard patio area) must receive advance written approval by the Design Review Application process and that form is located on Caliber. Plant replacement request forms are available from the Association Manager, or from the Caliber Portal for plants that are in your landscape beds that are dead/dying.

1. Additional landscape plants which may be considered will be of a species already in use in the community and which, at maturity, will be compatible with the existing plant material.

2. Any new planting beds will be limited in size by the Board.

3. New beds must be mulched with hardwood that matches the existing mulch in the community.

4. New plants will become the property of the Condominium Association, who will provide future mulching, pruning, and fertilization. However, should any one of the plants die, the resident is responsible for replacement.

C. Landscape Lights

Landscape lighting outside the courtyard patio area must receive prior written approval from the Board.

IV. Prohibited Items

The following items are strictly prohibited in any common element of the Community: any type of yard sign; statue; statuette; yard or lawn ornament; artificial flowers; ornamental rocks or stones; cypress mulch; swing sets; mounted hose reels; laundry poles or clotheslines; basketball hoops; and any other items prohibited by the Declaration. Laundry may not be hung over any courtyard patio fence (swim suits, towels, rugs, etc., included).

V. Exterior Alterations

No alterations, additions, fences, walls, patios, decks, etc., may be made to the exterior surface of the building, nor may any trees or shrubs be planted, transplanted, or removed without prior written approval of the Board.

Storm doors may be added at the resident's expense (i) using only the design and color approved by the Board and (ii) after obtaining written approval from the Board or its designee. Specific information about approved storm doors may be obtained from the Property Manager.

VI. Windows and Window Coverings

All window coverings, whether draperies, blinds (vertical or horizontal), or valances must be white, off-white, light beige, or light gray on the exterior side.

VII. Signs

Nothing may be hung or displayed from inside the windows except professionally prepared "For Sale" and "For Rent" signs or security system decals, which shall be limited in size and number. No real estate signs are permitted in the common element. Security system signs are permitted in the mulch beds only.

VIII. Animals

A. No more than two (2) household domestic pets, not bred or maintained for commercial purposes, may be kept in any one home. Pets shall be limited to dogs or cats. However, if an owner has more than two (2) pets when he or she moves into the condominium, and such pets comply with the requirements of the Declaration, up to three (3) pets may be kept by the owners. When the first (1st) of the three (3) pets dies, the owner may not replace the deceased pet and thus the owner will only be permitted to have two (2) pets going forward.

B. All animals, when outdoors, shall be maintained on a leash not more than eight (8) feet in length. They shall be supervised by a responsible individual at all times. Such individuals shall be responsible for the immediate cleanup of all pet litter.

C. No pet shall be tethered outside in the lawn or common element or tied to any courtyard patio fence.

D. Pet owners may be fined for violation of these policies, at a rate determined by the Board. If pets become a nuisance, they may be ejected at the reasonable discretion of the Board.

IX. Courtyard Patio Area

The following rules, regulations, and restrictions shall apply to the Unit's enclosed courtyard patio area. All improvements herein that require the Board's approval

must be obtained in writing using the form provided by the property manager.

A. Personal property located within the courtyard patio shall not be visible above the fence with the exception of patio furniture constructed and sold for outdoor use, freestanding patio umbrellas and awnings, and grills. Well-maintained personal property designed for use on or within a patio that does not exceed the height of the fence or gate shall be permitted within the courtyard patio area.

B. Nothing shall be affixed to, alter, or otherwise damage the fence, gate, or the neighboring Unit which encloses the owner's courtyard patio area. An owner shall not affix anything to, alter, or otherwise damage the exterior of their Unit, including, but not limited to, installing a permanent awning.

C. Grading shall not be altered within or outside the courtyard patio area so as to impact (i) the stormwater drainage within or outside the courtyard patio area or (ii) the utilities provided to any Unit or amenity within the Community.

D. All music, video, and other activities that produce noise or sound within or around the courtyard patio area shall be kept at a reasonable volume so as not to unreasonably disturb other residents within the Community. The time and day of the activity shall be a factor when determining reasonableness.

E. Firepits located within the courtyard patio area shall be operated in compliance with the building code and all federal, state, and local laws.

F. Water features are permitted within the courtyard patio area; however, if the height of the water feature exceeds the height of the fence or gate, approval from the Board is required prior to installation.

G. Generators designed for emergencies or temporary household use are permitted within the courtyard patio area; however, approval by the Board of the generator's model, size, placement, and sound-dampening enhancements is required prior to installation.

H. Owners shall be responsible for the maintenance of all improvements, landscaping, and turf grass located within their respective courtyard patio area.

I. Trees and landscaping that exceed the height of the fence or gate are prohibited from the courtyard patio area unless approved by the Board. No plant material, or its roots, may touch or damage the Unit or the neighboring Unit adjacent to the courtyard patio area including, but not limited to, uncontrolled ivy or ground cover.

J. Any improvement to the courtyard patio area not expressly authorized herein must be approved by the Board.

X. Parking/Vehicles

No boats, trailers, motor homes, trucks (larger than a ¾ ton pickup), travel trailers, or any vehicle with commercial advertising may be parked on any street or driveway overnight. Other vehicles used for recreation (van conversions/RVs) not garage-able, will be permitted to park in the driveway (in front of garage) for forty-eight (48) hours to allow for loading and unloading. Such vehicles must not exceed twenty (20) feet in length and must not block normal access of other residents. Commercial moving vans, when conducting contract business, and commercial trucks, when in the area to perform service or repair work, are an authorized exception.

All parking by residents or guests ***must be***: (a) within the garage; (b) in the driveway in front of the garage door; or (c) in the common parking spaces located throughout the community. **Parking is prohibited on the community's private streets and on the driveway's apron.** No vehicle may be parked in the common parking areas for more than forty-eight (48) consecutive hours. Vehicles parked there for more than forty-eight (48) hours are subject to being towed.

Inoperable vehicles (with flat tires, expired license tags, etc.), or vehicles which cannot be identified as belonging to a resident, which are parked in any common element or driveway for more than 48 consecutive hours may be towed off the premises at the vehicle owner's expense. No repair work is permitted on vehicles on the driveway or within common element except for short-term emergency work (flat tire, battery charge, etc.).

No vehicle shall be parked in any manner which blocks any street or driveway, or the ingress/egress to any garage other than the owners. The speed limit within the community is 14 mph. Reckless operation, excessive speed, and parking or driving on the lawn areas is prohibited.

XI. Swimming Pool

The pool is for the exclusive use of the residents and their guests. Any person who cannot be identified as a resident, or who is not accompanied by a resident, will be asked to leave the pool area. The pool rules are:

A. All persons using the pool and pool facilities do so at their own risk and sole responsibility. There is no lifeguard.

B. All children under the age of 18 must be accompanied by an adult resident age 18 or older.

C. Guests are limited to three (3) per household, and must be accompanied by a resident at all times. Guests will be asked to leave if the resident is not present. Pool passes may be required.

D. The following are prohibited in the pool area:

1. Animals or pets;

2. Glass or other breakable items;

3. Alcohol;

4. Smoking (including electronic cigarettes);

5. Persons under the influence of any intoxicant;

6. Running, diving, or unreasonably disruptive behavior;

7. Excessive noise, splashing, or radios without headphones;

8. Private pool parties; and

9. All rafts and body floats.

E. Swimming is permitted only in garments sold as swim wear. Infants must also wear swim suits. No diapers are permitted in the water unless under a swim suit and designed for swimming.

F. Lounge chairs or tables may not be reserved and must be repositioned in the order intended (orderly fashion), after use.

G. The pool will be open daily from dawn to dusk during the pool season as determined by the Board. The dates may vary from year-to-year.

H. Wet swim wear is not permitted in the Clubhouse lounge area.

I. The community gas grill located near the pool, if any, is to be operated by adult residents only and cleaned after each use.

J. Foreign objects are prohibited inside the pool (including towels, paper products, and beverages).

K. For safety reasons the pool area must be evacuated during electrical storms.

L. Homeowners are responsible for the acts and omissions of their guests, including the cost of the repair or replacement of damaged property.

M. Persons with open sores or communicable diseases are not permitted in the pool.

N. All posted notices are to be observed at all times.

XII. Bocce Ball Court

The bocce ball court and equipment is intended for the exclusive use of residents and their guests. Any person who cannot be identified as a resident, or who is not accompanied by a resident, will be asked to leave the area. The bocce ball court rules are:

A. All persons using the bocce ball court and equipment do so at their own risk and sole responsibility.

B. All children under the age of 18 must be accompanied by an adult resident age 18 or older.

C. The bocce ball court will be available for use daily from dawn until dusk. The use of lighting to illuminate the court is not permitted.

D. Unreasonably disruptive behavior, including excessive noise, is prohibited when using the bocce ball court and equipment.

E. Guests are limited to three (3) per unit, and must be accompanied by a resident at all times. Guests will be asked to leave if not accompanied by a resident.

F. Unit owners are responsible for the acts and omissions of their guests, including the cost of the repair or replacement of damaged property.

G. The bocce ball equipment will be stored in a locking outdoor container near the court. All equipment must be promptly returned to the container after use and secured with the lock.

H. Pets are not permitted on the bocce ball court.

I. All posted notices are to be observed at all times.

XIII. Community Center (Clubhouse)

The Community Center is for the private use of the residents. It is available for rental to residents only for non-profit parties or meetings during hours of operation established by the Board. The following policy applies:

A. There is no deposit required. If the clubhouse cleaning does not meet the requirements, the renter will be assessed additional fees for any cleaning that is needed. A $50.00 rental fee is required. Reservations are granted on a first request basis. Reservations are made through the management company, and date confirmed with Social Committee. Rentals will not be permitted on the following calendar dates: Memorial Day, July 4th, Labor Day, New Years Eve, and Super Bowl Sunday. Reservations may not be made more than one year in advance of requested date.

B. Children and teenage parties are prohibited.

C. The renting resident will have exclusive use of the party room only. Guests may not use the pool or the fitness center. The pool may not be reserved for any party. No party items will be furnished by the Condominium Association.

D. The renting resident is responsible for all cleanup and trash removal. Cleanup must be done (completely) the day of the party. The post rental cleaning form must be signed off by a board member within 24 hours. This form will be provided to the management company.

E. Damages to the Community Center or equipment and any follow-up cleaning done by the Association will be billed to the renter. This fee will be added to the resident's account.

F. Smoking, including electronic cigarettes, is prohibited within the Clubhouse.

G. Proper attire (no bathing suits) shall be worn within the Clubhouse.

H. Outside noise around the Community Center shall be limited after 10:00 P.M.

I. Any lost keys for the Community Center shall be replaced at a cost of $20.00 assessed to the owner's account.

J. Pets are not permitted inside the Community Center.

XIV. Fitness Center

A. The fitness center is open 24 hours a day, seven days a week.

B. No person under the age of 18 shall be permitted to use the fitness equipment.

C. Appropriate attire (no bathing suits) is required when operating the fitness equipment.

D. Headphones are required when listening to music on a personal tablet, phone, or other personal device.

E. Smoking, including electronic cigarettes, and alcohol are prohibited within the Fitness Center.

F. All posted notices are to be observed at all times.

G. The Fitness Center is to be used only by residents and their guests.

H. Pets are not permitted in the Fitness Center.

XV. Trash and Recycling Collection

Trash and recycling containers shall not be set out prior to 5:00 p.m. the day preceding collection, and the containers must be picked up and put away by 9:00 p.m. the day of collection. Only trash containers with lids or securely tied plastic bags are permitted for trash disposal.

All trash and recycling for collection must be set out at the main street, next to the curb at the end of the driveway. Trash and recycling containers, when not set out for collection, must be kept inside the garage. Residents will be responsible for cleanup of trash spillage from the containers.

Recycling pickup may or may not be offered at the Community; however, if it is available these procedures must be followed.

XVI. Solicitation and Garage Sales

Solicitation by commercial enterprises is not authorized within the community. In a like manner, and due to restricted parking availability, garage sales and tag sales are specifically prohibited unless approved by the Board as a planned community activity.

XVII. Utilities

Unless directed otherwise in writing by the Board, residents are responsible for maintenance and payment of the utilities servicing their Unit and for calling to initiate service on the date of possession.

XVIII. Condominium Unit Sales

Any owner who sells his or her unit is responsible for:

A. Notifying the property manager of the change in ownership at the time a closing date is established;

B. Making certain all condominium assessments are current; and

C. Providing new owners with a copy of the Declaration, Bylaws, and these Community Policies & Guidelines.

XIX. Video Surveillance

The following restrictions shall apply to the installation and operation of any front door (doorbell) video recording device and any surveillance camera installed outside of the home or installed inside the home and directed to record a location outside of the home:

A. Front Door (Doorbell) Recording Device:

a. The recording device should fit flat against the exterior surface of the trim where it is mounted. There shall be no gaps or voids between the device and the mounting surface. Any gaps must be filled with exterior grade caulk that is substantially similar to the home's adjacent trim. The recording device shall not be installed on the home's siding or stone/brick.

b. The color of the device must be neutral in color and reasonably match either the adjacent trim or the front door's handle.

c. If the device is damaged or removed for any reason, and not promptly repaired or replaced, the area where the device was removed shall be restored to its substantially similar original condition before the installation of the device.

d. The device shall not be installed so as to record any of the following areas: inside another owner's home or courtyard patio area; inside the Community Center or the swimming pool area; any common area so as to unreasonably interfere with the privacy, use, and enjoyment of said common area by the residents.

e. An exterior improvement or alteration application must be submitted and approved prior to installation of either device.

B. Outdoor and Outdoor Facing Security Camera:

1. The color of the camera and its hardware must be neutral in color and/or substantially similar to the color of the trim where the device is installed.

2. The camera may be mounted on the front porch, courtyard patio area, or at the rear of the home and must installed on the trim so as not to damage the siding or stone/brick. Cameras are not permitted above the garage door trim.

3. If the camera is damaged or removed for any reason, and not promptly repaired or replaced, the area where the device was removed shall be restored to its substantially similar original condition before its installation.

4. The camera shall not be installed so as to record any of the following areas: inside another owner's home or courtyard patio area; inside the Community Center or the swimming pool area; any common area so as to unreasonably interfere with the privacy, use, and enjoyment of said common area by a resident.

XIX. Amendments

These Community Policies and Guidelines may be subject to change periodically at the discretion, and by a majority vote of the Board.

RECEIPT

[Dated: April 2021]

The undersigned acknowledges the receipt from Epcon Muirfield, LLC of the Community Policies and Guidelines.

THE COURTYARDS AT MUIRFIELD RIDGE CONDOMINIUM

this _____ day of _____, _____.

_____

_____

Signature(s) of Prospective Purchaser(s)*

*Signing this receipt does not obligate you in any way but is merely evidence that we have complied with requirements of Ohio law to provide certain information and opinions to you.