

Section 1: [Warranty Deed (Declaration) Article II & Assessment Collection Policy] Annual Assessments, 8% interest, 30

MARKUP #1 ->

Each Lot Owner covenants and agrees to pay annual assessments and additional/enforcement assessments to Muirfield Association, Inc. Annual assessment invoices are mailed at the end of January and are due within thirty (30) days; unpaid balances accrue interest at eight percent (8%) per annum. If an account remains unpaid for more than ninety (90) days, the Association's attorney is authorized to automatically file a certificate of lien against the property in the Franklin or Delaware County Recorder's office, and the Board may authorize a Complaint of Foreclosure against any Lot with an unpaid balance exceeding \$3,000.00.

Section 2: [Warranty Deed Article II & Property Handbook Enforcement Section] Enforcement Assessments, Daily Fine

If an Owner fails to perform any act or maintenance required by the Warranty Deed or Property Handbook, the Association may cure the violation and charge the Owner for all costs, attorney fees, or enforcement assessments (including daily fines for uncorrected architectural or landscape violations). All such charges, costs, and attorney fees become additional assessments against the Lot that are due and payable immediately upon notification to the Owner.

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Section 3: [Warranty Deed Article VI & Property Handbook (MDCC Design Standards)] Muirfield Design Control Commi

The Muirfield Design Control Committee (MDCC), appointed by the Board of Directors and including an architect, a landscape architect, and the General Manager, shall have exclusive jurisdiction to review and approve or disapprove all exterior additions, alterations, roofing, decks, sheds, painting, and landscaping on any Lot. No exterior work of any kind may be commenced without prior written approval from the MDCC to preserve the original 'Muirfield Concept'.

MARKUP #1 · SUBJECTIVE OR OVERBROAD WORDING

BOARD & COUNSEL REVIEW

Sec. Warranty Deed Article VI & Property Handbook (MDCC Design Standards) (p. 1): Architectural restriction relies on subjective aesthetic discretion, neighbor pocket-veto signatures, or standardless finality without objective guidelines.

Statutory / Legal Reference: Ohio Rev. Code Ch. 5312 (Ohio Planned Community Law); Ohio Rev. Code Ch. 5311 (Ohio Condominium Property Act); Ohio Rev. Code §§ 5312.16, 5311.192 (Solar Collector Protections); Restatement (Third) of Property... Statutory Comparison: Under Ohio servitude law (Ohio Rev. Code Ch. 5312 (Ohio Planned Community Law); Ohio Rev. Code Ch. 5311 (Ohio Condominium Property Act)) and Restatement (Third) of Property: Servitudes § 6.13, restrictive covenants are construed in favor of free use of land, and an association may not enforce architectural restrictions based purely on subjective aesthetic discretion unless anchored in published, objective architectural standards applied in good faith.

CURRENT WORDING IN DOCUMENT:

[Warranty Deed Article VI & Property Handbook (MDCC Design Standards)] Muirfield Design Control Committee (MDCC) Mandatory Prior Approval - The Muirfield Design Control Committee (MDCC), appointed by the Board of Directors and including an architect, a landscape architect, and the General Manager, shall have exclusive jurisdiction to review and approve or disapprove all exterior additions, alterations, roofing, decks, sheds, painting, and landscaping on any Lot. No exterior work of any kind may be commenced without prior written appro

SAMPLE DISCUSSION WORDING (FOR HOA ATTORNEY REVIEW):

All architectural review decisions shall be governed by and strictly evaluated against the written, objective Architectural Planning Criteria adopted by the Association and recorded in the public records. The Board or Committee may not deny applications on subjective aesthetic grounds or delegate veto power to adjoining neighbors outside published criteria.