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Daphne Hawk
Franklin County Recorder

**CODE OF REGULATIONS (BYLAWS)
OF
BALLANTRAE COMMUNITY ASSOCIATION**

**(FILED AND RECORDED PURSUANT TO THE PROVISIONS OF
CHAPTER 5312 OF THE OHIO REVISED CODE)**

BACKGROUND

A. Ballantrae is a residential development located in Franklin County, Ohio. A plan of covenants, easements, restrictions and assessments for Ballantrae was created by the filing and recording of the Declaration of Covenants, Easements, Restrictions, Assessments, and Assessment Liens (the "Declaration") recorded as Instrument No. 200110300249353, records of the office of the Recorder of Franklin County, Ohio, as the same has been amended and supplemented to date.

B. Pursuant to the provisions of the Declaration and the filing, on or about December 21, 2001, of articles of incorporation with the Ohio Secretary of State, Ballantrae Community Association (the "Association"), an Ohio corporation not-for-profit, was duly created and organized for the purposes of, among other things, owning and/or maintaining property or facilities of the Association in the Ballantrae community for the benefit of the owners of property in Ballantrae and for administering and enforcing the terms and conditions of the Declaration. Each owner of a property that has been or is subjected to the Declaration is a mandatory member of the Association and the owners support property or facilities of the Association through membership and the payment of fees and assessments.

C. Pursuant to the provisions of Chapter 1702 of the Ohio Revised Code, the Association duly adopted a Code of Regulations of Ballantrae Community Association (the "Code of Regulations"), a copy of which is attached hereto, marked "Exhibit A" and hereby made a part hereof.

D. On September 10, 2010, Chapter 5312 of the Ohio Revised Code (the "Planned Community Act") became effective.

E. Pursuant to the provisions of Section 5312.02(D)(1) of the Planned Community Act, the board of directors of the owners association of any planned community that was in existence on September 10, 2010, the original effective date of the Planned Community Act (the "Effective Date"), shall file and record the bylaws of that planned community that were in effect on the Effective Date in the office of the recorder of the county or counties in which the planned community is located within one hundred eighty (180) days after that Effective Date.

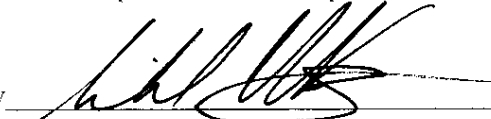
F. The Association's Board of Directors (the "Board") has acknowledged that the attached Code of Regulations is the "bylaws" of the Association that were in effect on the Effective Date of the Planned Community Act.

CERTIFICATION

NOW THEREFORE, the Board hereby certifies that the Association's Code of Regulations, attached hereto as Exhibit A, and made a part hereof by this reference, constitutes and also serves as the duly adopted "bylaws" of the Association, as that term has been defined and is to be understood pursuant to the provisions of Section 5312.02(D)(1) of the Planned Community Act; that the Code of Regulations was in effect on September 10, 2011, the original Effective Date of the Planned Community Act; and that the Code of Regulations is being filed and recorded with the Recorder's Office of Franklin County, Ohio, within one hundred eighty (180) days after said Effective Date in accordance with the provisions of Section 5312.02(D)(1) of the Planned Community Act.

IN TESTIMONY WHEREOF, the Board of Directors of Ballantrae Community Association, acting by and through its duly authorized president, signed, acknowledged, and delivered this instrument on or as of the 23rd day of February 2011.

**BOARD OF DIRECTORS OF
BALLANTRAE COMMUNITY ASSOCIATION**
an Ohio corporation not-for-profit

By 
Richard Vann, President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

The foregoing instrument was executed before me by Richard Vann, the President of Ballantrae Community Association, an Ohio corporation not-for-profit, acting as the duly authorized agent of the corporation who represented that he was duly authorized and empowered to execute the foregoing instrument on behalf of the Board, and who acknowledged that he did sign the foregoing instrument and that the same was his free act and deed and the free act and deed of the Board and the Association, this 23rd day of February 2011.



Notary Public



Kara Frederick
Notary Public, State of Ohio
My Commission Expires 11-20-2013

This instrument prepared by Calvin T. Johnson, Jr., Attorney at Law, Loveland & Brosius, LLC, 50 West Broad Street, Suite 3300, Columbus, Ohio 43215-5917.

Exhibit A
SECOND AMENDMENT TO CODE OF REGULATIONS
(BYLAWS)
OF
BALLANTRAE COMMUNITY ASSOCIATION

This Second Amendment of the Code of Regulations – Bylaws (the “Regulations”) of the Ballantrae Community Association, an Ohio not-for-profit corporation (the “Community Association”), is made effective on or as of the 8th day of September, 2009, by Edwards Golf Communities, LLC, an Ohio limited liability company (the “Declarant”).

WHEREAS, the Community Association was formed by the filing of the Articles of Incorporation with the Ohio Secretary of State on December 21, 2001.

WHEREAS, pursuant to Article III, Members and Voting, Section 3.02 of the Regulations, Declarant shall be entitled to exercise one hundred percent (100%) of the voting power of the members of the Community Association so long as Declarant owns any property in Ballantrae, or such earlier time as Declarant, in its sole and unfettered discretion, may determine (the “Turnover Date”).

WHEREAS, pursuant to Article IX, Amendments, of the Regulations, the Regulations may be amended by Declarant at any time prior to the Turnover Date.

WHEREAS, Declarant, as of the date first written above continues to own property in Ballantrae.

WHEREAS, as of the date first written above, the Turnover Date has not yet occurred.

WHEREAS, Declarant does now desire to amend certain provisions of the Regulations, as amended to date.

NOW, THEREFORE, pursuant to Article IX, Amendments, Section 9.01, the Regulations are hereby amended as follows:

2. Article IV. Meeting of Members, Section 4.08 shall be deleted in its entirety and the following substituted therefore:

“Section 4.08. At all elections of members of the Board of Directors the candidates receiving the greatest percentage of the votes cast shall be elected and, subject to the other provisions of this Code of Regulations, the candidates receiving the greatest percentage of the votes cast being elected for the longest terms, if applicable. All other questions shall be determined by the vote of those Members entitled to exercise not less than a majority of the voting power of the Members present in person and represented by proxy at a meeting, unless for the

particular purpose the vote of a greater percentage of this voting power of all members is required by law, the Articles of Incorporation, this Code of Regulations, the Declaration or otherwise."

2. Article V. Board of Directors, Section 5.01 shall be deleted in its entirety and the following substituted therefore:

"Section 5.01. Subject to such limitations as have been or may hereafter be imposed by applicable restrictions, the Articles or this Code of Regulations, as any of the same may be lawfully amended from time to time, or by law, all power and authority of the Community Association shall be vested in and exercised by a Board of Directors. Those Directors shall manage and conduct the business and affairs of the Community Association and exercise the powers and duties established by restrictions, the Declaration, the Articles and this Code of Regulations and by law, until they resign, or until their successors are elected and qualified. Before the turnover Date, the Declarant shall appoint all Directors, which shall initially consist of three (3) individuals named in the Articles, or such replacements, thereof as Declarant shall from time to time appoint. Subsequent to the Turnover Date, Directors shall be elected at the first meeting following the Turnover Date, regular annual meetings of Members of the Community Association thereafter, or the special meetings called for the purpose.

Beginning with the first annual meeting following the Turnover Date, the Board shall consist of twelve (12) individuals comprised of one-quarter (1/4) Unit Owners and three-quarters (3/4) Lot Owners. The Directors shall be elected by both the Lot and Unit Owners in order to ensure that, at all times, both Lot and Unit Owners will be represented on the Board. The terms of the twelve (12) Directors elected at the first meeting of Members following the Turnover Date shall be staggered so that the terms of one-third (four) of the Directors (three representing Lot Owners and one representing Unit Owners) shall expire and successors will be elected at each annual meeting of the Association thereafter. At such annual meetings, the successors to the Directors whose terms then expire shall be elected to serve three year terms.

Any Director may be removed at a special meeting of the Members of the Community Association called for that purpose by the affirmative vote of those Members entitled to exercise not less than seventy-five percent (75%) of the voting power of all Members. There shall be no limit on the number of terms a Director may serve.

To qualify for nomination, election or appointment as a Director (other than by Declarant), the prospect must be an individual who is an owner or co-owner of a Lot or Unit, the spouse of an owner or co-owner of a Lot or Unit, or a designated principal, member of a limited liability company, partner, director, officer, or employee of an entity or other organization that is an owner or co-owner of a Lot or Unit, and the prospect or the owner or co-owner represented by the prospect

must not then be delinquent in the payment of any obligation to the Community Association, or then be an adverse party to the Community Association, or its Board or any member thereof (in that member's capacity as a Board member) in any litigation involving one or more of those parties."

Except as herein amended and modified, the Code of Regulations remains in full force and effect.

Declarant:

Edwards Golf Communities, LLC,
an Ohio limited liability company,

By: Charles Driscoll
Charles Driscoll, authorized member

FIRST AMENDMENT TO CODE OF REGULATIONS
(BYLAWS)

OF

BALLANTRAE COMMUNITY ASSOCIATION

This First Amendment to the Code of Regulations - Bylaws (the "Regulations") of the Ballantrae Community Association, an Ohio not-for-profit corporation (the "Community Association"), is made this ___ day of June, 2009, by Edwards Golf Communities, LLC, an Ohio limited liability company (the "Declarant").

WHEREAS, the Community Association was formed by the filing of the Articles of Incorporation with the Ohio Secretary of State on December 21, 2001.

WHEREAS, pursuant to Article III, Members and Voting, Section 3.02 of the Regulations, Declarant shall be entitled to exercise one hundred percent (100%) of the voting power of the members of the Community Association so long as Declarant owns any property in Ballantrae, or such earlier time as Declarant, in its sole and unfettered discretion, may determine (the "Turnover Date").

WHEREAS, pursuant to Article IX, Amendments, of the Regulations, the Regulations may be amended by Declarant at any time prior to the Turnover Date.

WHEREAS, Declarant, as of the date first written above continues to own property in Ballantrae.

WHEREAS, Declarant, as of the date first written above, has not yet selected a Turnover Date.

WHEREAS, Declarant does now desire to amend certain provisions of the Code of Regulations.

NOW, THEREFORE, pursuant to Article IX, Amendments, Section 9.01, the Code of Regulations is hereby amended as follows:

1. Article V, Board of Directors, Section 5.01 shall be deleted in its entirety and the following substituted therefor:

"Section 5.01. Subject to such limitations as have been or may hereafter be imposed by applicable restrictions, the Articles or this Code of Regulations, as any of the same may be lawfully amended from time to time, or by law, all power and authority of the Community Association shall be vested in and exercised by a Board of Directors. Those Directors shall manage and conduct the business and affairs of the Community Association and exercise the powers and duties established by restrictions, the Declaration, the Articles and this Code of Regulations and by law, until they resign, or until their successors are elected and qualified. Members of the Board of Directors need not be Members of the Community Association but must be individuals. Before the turnover Date, the Declarant shall appoint all Directors, which shall initially consist of three (3) individuals named in the Articles, or such replacements thereof as Declarant shall from time to time appoint. Subsequent to the Turnover Date, Directors shall

be elected at the first meeting following the Turnover Date, regular annual meetings of Members of the Community Association thereafter, or at special meetings called for that purpose.

Beginning with the first annual meeting following the Turnover Date, the Board shall consist of twelve (12) individuals comprised of one-quarter (1/4) Unit Owners and three-quarters (3/4) Lot Owners. Commencing with the second annual meeting following the Turnover Date, both Lot and Unit Owners shall vote to determine whether the Board, for the following year, shall consist of either eight (8) or twelve (12) individuals comprised of at least one-half (1/2) and not more than three-fourths (3/4) of Directors representing Lot Owners and at least one-quarter (1/4) and not more than one-half (1/2) of Directors representing Unit Owners. The Directors shall be elected by both the Lot and Unit Owners in order to ensure that, at all times, both Lot and Unit Owners will be represented on the Board. Directors elected at the first meeting of Members following the Turnover Date shall be elected to serve the following terms:

four (4) of the Directors will be elected to serve a three (3) year term;
four (4) of the Directors will be elected to serve a two (2) year term; and
four (4) of the Directors will be elected to serve a one (1) year term.

The initial staggered terms shall promote a continuity of experience on the Board. Upon the expiration of each of the above stated terms, Directors elected thereafter shall serve three (3) year terms, terminating at the end of the next annual meeting thereafter, and shall be comprised of a mix of Lot Owners and Unit Owners as provided above. Any Director may be removed at a special meeting of the members of the Community Association called for that purpose by the affirmative vote of those Members entitled to exercise not less than 75% of the voting power of all Members. There shall be no limit on the number of terms a Director may serve."

2. The first line of Article V, Board of Directors, Section 5.05 shall be deleted in its entirety and the following substituted therefor:

"Section 5.05. The President or Secretary shall cause telephonic or written . . ."

3. Article V, Board of Directors, Section 5.06 shall be deleted in its entirety and the following substituted therefor:

"Section 5.06. At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum so long as both Lot Owners and Unit Owners are represented. Less than a quorum may adjourn a meeting from time to time, and at adjourned meetings any business may be transacted as if the meeting had been held as originally called. The act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board, except as otherwise required by law, restrictions, the Declaration, the Articles or this Code of Regulations."

4. The first sentence of Article VI, Officers and Committees, Section 6.05 shall be deleted in its entirety and the following substituted therefor:

"Section 6.05. The Board of Directors may create a committee or committees, each to be composed of representatives of Lot Owners and Units Owners including at least one (1) Board

Member representing the Unit Owners and one (1) Member representing the Lot owners, and may delegate to any such committee any of the authority and power of the Board, however derived.”

Except as herein amended and modified, the Code of Regulations remains in full force and effect.

Declarant:

Edwards Golf Communities, LLC,
an Ohio limited liability company

by: Charles Driscoll
Charles Driscoll, authorized member

**CODE OF REGULATIONS
(Bylaws)
OF
BALLANTRAE COMMUNITY ASSOCIATION**

**ARTICLE I
DEFINITIONS**

The terms herein shall have the same definitions as they are defined in the Declaration of Covenants, Easements, Restrictions, Assessments, and Assessment Liens for Ballantrae (the "Declaration") recorded as Instrument No. 200110300249353, records of Recorder of Franklin County, Ohio.

**ARTICLE II
NAME AND PURPOSES**

Section 2.01. The name of this Ohio nonprofit corporation shall be Ballantrae Community Association (the "Community Association").

Section 2.02. The general purpose of the Community Association is to be an association of the Owners of property in a development known as and referred to herein as "Ballantrae." To these ends it is presently contemplated that the Community Association shall (1) have easements with respect to, and may own, maintain, and regulate use of various parks, cul de sac islands, central strips in boulevards, landscaped buffer strips, Ballantrae entryway features, and other green and landscaped areas in Ballantrae, and (2) have the right to enforce restrictions and maintain architectural control of property in Ballantrae.

Section 2.03. In carrying out the foregoing purposes, subject to the other provisions hereof, the Community Association may purchase, lease, exchange, acquire, own, hold, mortgage, pledge, hypothecate, borrow money upon, sell and otherwise deal in and with real and personal property of every kind, character and description whatsoever and all estates and interests therein, and otherwise may engage in any lawful act or activity for which corporations may be formed under Chapter 1702 of the Revised Code of Ohio. The foregoing purposes shall be accomplished on a non-profit basis, and no part of the net earnings of the Community Association shall inure to the benefit of any Person, except that the Community Association may pay reasonable compensation for services provided to or for the benefit of the Community Association. The Community Association is intended to serve as a "homeowners' association," as that term is defined in Section 528 of the United States Internal Revenue Code of 1986 as now in effect and as may be amended from time to time.

ARTICLE III

MEMBERS AND VOTING

Section 3.01. Each "Person" who is an "Owner" of a "Parcel" in Ballantrae (these terms are as defined in the Declaration) except Persons who are the Owners of "Exempt Property" (as also defined in the Declaration) shall, during the time that Person is an Owner, be a Member of the Community Association. The membership of each Owner is and shall be appurtenant to and inseparable from status as an Owner, and automatically arises at the time the fee simple interest in a Parcel is transferred of record, or by law, or in the case of a recorded land installment contract, at the time the same is recorded, and terminates when that Owner no longer holds the fee simple interest or vendor interest in a Parcel subject to a recorded land installment contract. No member may otherwise terminate that Member's membership or sever that membership interest.

Section 3.02. Except as otherwise hereinafter specifically provided, on any question for which the vote of Members is permitted or required, Members with respect to a Parcel shall be entitled to a single vote with respect to that Parcel, which vote shall be exercised, if at all, as a single vote. Notwithstanding the foregoing, and except as provided in the Articles of Incorporation or required by law, Edwards Golf Communities, LLC, an Ohio limited liability company, the "Declarant," the developer of Ballantrae, or its successor or designee, shall be entitled to exercise one hundred percent (100%) of the total voting power of the Members of the Community Association on each matter properly submitted to the Members for their vote, consent, waiver, release or action so long as Declarant owns any property in Ballantrae, or such earlier time as Declarant, in its sole and unfettered discretion, may determine (the "Turnover Date"). Assessments shall be paid by each Member when due without regard to the right of a Member to vote.

Section 3.03. Fiduciaries and minors who are Members may vote their respective interests as Members. If two or more Persons are Members with respect to a Parcel, whether as fiduciaries, tenants in common, or otherwise, such Persons shall be entitled to one vote with respect to that Parcel, which vote shall be exercised, if at all, as a single vote. Likewise, if more than one of such Persons attends a meeting, acts in voting by mail or executing consents, a majority of those Members voting may act with respect to that Parcel. If only one such Person attends a meeting, votes or executes a consent, then that person may act for all.

Section 3.04. A corporation or limited liability company which is a Member of the Community Association may exercise its right to vote by any officer, and any such officer shall conclusively be deemed to have authority to vote and to execute any proxies and written waivers and consents relative thereto, unless, before a vote is taken or a consent or waiver is acted upon, it shall be made to appear by a certified copy of the regulations or bylaws or of a resolution adopted by the Board of Directors of said corporation or limited liability company's controlling authority that such authority does not exist or is vested in some other officer or person. A partnership which is a Member of the Community Association may exercise its right to vote only by a partner or agent thereof specifically designated in a written document executed by all partners of the partnership and delivered to the secretary of the Community Association before a vote is taken or a consent or waiver is acted upon.

Section 3.05. At meetings of the Members or otherwise, any Member entitled to vote or take action may be represented and may vote or take action by a proxy or proxies appointed by an instrument in writing. Each such instrument shall be filed with the secretary of the meeting or with the Secretary of the Community Association before the Person holding the proxy shall be allowed to vote under that proxy at the meeting or before the Person holding the proxy may take action under that proxy without a meeting. No proxy shall be valid after the expiration of eleven months from its date of execution unless the Member executing it shall have specified therein the length of time that it is to continue in effect.

ARTICLE IV

MEETINGS OF MEMBERS

Section 4.01. As soon as reasonably possible after the Turnover Date an annual meeting of the Members for the election of Directors, for the consideration of reports to be made at the meeting, and for the transaction of such other business as may properly come before the meeting, shall be held. Thereafter, an annual meeting shall be held on the last Monday in March of each year, or on such other date within one month thereafter as may be designated by the Board of Directors from time to time. No annual meetings shall be required or held prior to the Declarant's relinquishment of control of the Community Association.

Section 4.02. Special meetings of the Members may be called by the President, by a majority of the Directors acting with or without a meeting, or by Members entitled to exercise not less than 25% of the total voting power of the Members. Upon delivery of a request in writing to the President or Secretary of the Community Association by Persons entitled to call such a meeting, it shall be the duty of the President or Secretary to give notice to the Members in accordance with this Code of Regulations, but if such request is refused, then the Persons making the request may call a meeting by giving the notice. Notices of special meetings called by members shall specify the specific motion or motions to be voted upon (other than procedural).

Section 4.03. All meetings of Members shall be held at such places as may be specified by the Board of Directors or the Persons calling the meeting.

Section 4.04. A written or printed notice of every meeting of Members, whether annual or special, stating the time, place and purpose or purposes for which the meeting is called, shall be given by the President or Secretary of the Community Association by personal delivery or by mail not more than 30 nor less than five days before the meeting to each Member entitled to notice thereof. If mailed, such notice shall be addressed to the Member at that Member's address as it appears on the records of the Community Association. The Community Association shall have no obligation to perform research or investigations beyond its records to ascertain the identity or the address of any Member. If a meeting is adjourned to another time or place, no further notice of the adjourned meeting need be given if the time and place to which it is adjourned are fixed and announced at the meeting. In the event of a transfer of Membership after notice has been given and prior to the holding of the meeting, it shall not be necessary to serve notice on the transferee. The Board of Directors may set a record date for the determination of the Members who are entitled to receive notice of or to vote at any meeting of Members, which record date shall not be earlier than 45 days preceding the meeting. If no record date is fixed therefore, the record date for determining the Members who are entitled to receive notice of or who are entitled to vote at a meeting of Members shall be the business day next preceding the day on which notice is given. In any case where a Person's right to vote is

questioned or disputed, the Person wishing to vote shall have the burden of proving that Person's right to vote.

Section 4.05. Notice of the time, place and purpose or purposes of any meeting of Members may be waived in writing either before or after the holding of the meeting by any Member, which writing shall be filed with or entered upon the records of the meeting. The attendance of a Member at any meeting in person or by proxy without protesting the lack of proper notice prior to or at the commencement of the meeting shall be deemed to be a waiver by that Member of notice of the meeting. Those Members entitled to vote who are present in person and represented by proxy at a meeting may adjourn the meeting from time to time, and at the adjourned meeting any business may be transacted as if the meeting had been held as originally called.

Section 4.06. A quorum for any meeting of Members shall be that number of Members who are entitled to vote who are present in person or represented by proxy at a meeting.

Section 4.07. The order of business of any meeting of Members shall be determined by the presiding officer, unless otherwise determined by a vote of those Members entitled to exercise not less than a majority of the voting power of the Members present in person or represented by proxy at the meeting.

Section 4.08. All questions shall be determined by the vote of those Members entitled to exercise not less than a majority of the voting power of the Members present in person and represented by proxy at a meeting, unless for any particular purpose, a different vote is required by law, the Articles, this Code of Regulations or otherwise.

Section 4.09. Any action which may be authorized or taken at a meeting of Members may be authorized or taken without a meeting in a writing or writings signed by Members exercising a majority of the voting power of all Members or such greater proportion thereof as the Articles, this Code of Regulations, applicable restrictions or any provision of law may otherwise require. Said writing or writings shall be filed with or entered upon the records of the Community Association. Any vote which may be taken at a meeting of Members may also be conducted by mail. In that event ballots shall be mailed to all Persons who are Members at the time of the mailing and approval shall be required from a majority of the voting power of all Members or from such greater proportion thereof (or lesser, in the case of electing Members of the Board of Directors) proportion thereof as the Articles, this Code of Regulations, applicable restrictions or any provision of law may otherwise require. Adequate records of the manner and results of each vote conducted by mail shall also be filed with or entered upon the records of the Community Association.

ARTICLE V

BOARD OF DIRECTORS

Section 5.01. Subject to such limitations as have been or may hereafter be imposed by applicable restrictions, the Articles or this Code of Regulations, as any of the same may be lawfully amended from time to time, or by law, all power and authority of the Community Association shall be vested in and exercised by a Board of Directors. Those Directors shall manage and conduct the business and affairs of the Community Association and exercise the powers and duties established by restrictions, the Declaration, the Articles and this Code of

Regulations and by law, until they resign, or until their successors are elected and qualified. Members of the Board of Directors need not be Members of the Community Association but must be individuals. Before the Turnover Date, the Declarant shall appoint all Directors, which shall initially consist of three individuals named in the Articles, or such replacements thereof as Declarant shall from time to time appoint. Subsequent to the Turnover Date, Directors shall be elected at the first meeting following the Turnover Date, regular annual meeting of Members of the Community Association thereafter, or at special meetings called for that purpose. Beginning with the first meeting following the Turnover Date, and thereafter, the Board shall consist of six individuals, three elected by vote of Members who are Lot Owners and three elected by vote of Members who are Unit Owners, in order to ensure that, at all times, both Lot and Unit Owners will be represented on the Board, and in order to prevent a majority of Members, whether the majority be of Lot Owners or of Unit Owners, being capable, through their elected Board members, to take actions that would unfairly discriminate against or in favor of either all Lot Owners or all Unit Owners. Directors elected at the first meeting of Members following the Turnover Date shall serve until the end of the next following annual meeting of Members. Directors elected thereafter shall serve one year terms, terminating at the end of the next annual meeting thereafter. Any Director may be removed at a special meeting of the Members of the Community Association called for that purpose by the affirmative vote of those Members entitled to exercise not less than 75% of the voting power of all Members. There shall be no limit on the number of terms a Director may serve.

Section 5.02. Candidates for election as Directors may be selected by a Nominating Committee formed in accordance with Section 6.05 of Article VI hereof. Candidates may also be nominated from the floor of any meeting held for the purpose of electing a Director or Directors. The Nominating Committee may nominate as many candidates as it wishes, provided that it shall nominate not less than the number of Directors to be elected.

Section 5.03. Except for Directors appointed by Declarant, in the event a Director is removed, resigns, or is otherwise unable to continue to serve as a Director, a replacement Director shall be appointed by the remaining Directors who were elected by the Lot Owners, if the replaced Director was a Director elected by the Lot Owners, or by the remaining Directors who were elected by the Unit Owners, if the replaced Director was elected by the Unit Owners. If the remaining Directors who are to make that appointment cannot agree upon a person to fill the vacancy within 30 days after it is created, the remaining Directors shall call a special meeting of Members of the Community Association who are Lot Owners, if the vacancy is of a Director elected by Lot Owners, or who are Unit Owners, if the vacancy is of a Director elected by Unit Owners, to fill the vacancy such meeting to be held within 60 days after the vacancy is created. Any Director appointed or elected to fill a vacancy shall hold office for the unexpired term of the Director that Director succeeds and until that Director's successor is elected and qualified, or until that Director resigns.

Section 5.04. The Board of Directors shall hold such meetings from time to time as it deems necessary and such meetings as may be called by the President from time to time. However, following the relinquishment of control of the Community Association by the Declarant, the Board shall meet not less than annually. Meetings shall be held at such place as the President or a majority of the Directors may determine, or by a joint telephone connection if so requested by the President or a majority of the Directors.

Section 5.05. The President or Secretary shall cause telegraphic or written notice of the time and place of all meetings of the Board of Directors, regular and special, to be duly served upon or sent to each Director not less than two nor more than twenty (20) days

before the meeting, except that a regular meeting of the Board may be held without notice immediately after the annual meeting of the Members of the Community Association at the same place as the annual meeting was held for the purpose of electing or appointing officers for the ensuing year and for the transaction of such other business as may properly come before said meeting. No notice of adjourned meetings need be given. Notice of the time and place of any meeting of the Board may be waived by any Director in writing either before or after the holding of the meeting, which writing shall be filed with or entered upon the records of the meeting. The attendance of any Director at any Board meeting without protesting the lack of proper notice prior to or at the commencement of the meeting shall be deemed to be a waiver by that person of notice of the meeting.

Section 5.06. At all meetings of the Board of Directors a majority of the Members thereof so long as half are Directors elected by Unit Owners and half are Directors elected by Lot Owners shall constitute a quorum, but less than a quorum may adjourn a meeting from time to time, and at adjourned meetings any business may be transacted as if the meeting had been held as originally called. The act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board, except as otherwise required by law, restrictions, the Declaration, the Articles or this Code of Regulations.

Section 5.07. Members of the Board of Directors shall not receive any compensation for their services as such, but any Director may serve the Community Association in any other capacity and may receive compensation therefore, subject to the requirements and limitations set forth in the Articles.

Section 5.08. Any action which may be authorized or taken at a meeting of the Board of Directors may be authorized or taken without a meeting in a writing or writings signed by all of the Directors, which writing or writings shall be filed with or entered upon the records of the Community Association.

Section 5.09. The Board of Directors may employ or engage the services of a manager or managing agent and such other persons; firms or corporations as it deems necessary or advisable in order to perform the duties imposed upon it, and may pay such compensation as it determines. The Board may delegate to any such manager, managing agent, person, firm or corporation such administrative or ministerial duties as it determines.

ARTICLE VI

OFFICERS AND COMMITTEES

Section 6.01. The officers of the Community Association shall be a President, a Vice President, a Secretary, a Treasurer and such other officers as may be elected, all of which shall be individuals. All officers shall be elected by the Board of Directors and the President must be a Member of the Board. Officers need not be Members of the Community Association and may be paid such compensation as the Board may determine. Officers shall hold office at the pleasure of the Board and any two or more offices may be held by the same individual.

Section 6.02. It shall be the duty of the President to preside at all meetings of Members of the Community Association and the Board of Directors, to exercise general supervision over the affairs of the Community Association and in general to perform all duties incident to the office or which may be required by the Members or the Board. It shall be the

duty of the Vice President to perform the duties of the President in the event of that person absence or disability and such other duties as may be assigned to that person by the Board.

Section 6.03. It shall be the duty of the Secretary to keep or cause to be kept under that person's supervision an accurate record of the acts and proceedings of the Members and the Board of Directors, including records of the names and addresses of the Members. The Secretary shall further perform all duties incident to the office and such other duties as may be required by the Members or the Board. Upon the expiration or termination of that person's term of office, the Secretary shall deliver all books, records, documents and other property of the Community Association in that person's possession or control to that person's successor or to the President.

Section 6.04. The Treasurer shall receive and safely keep all money, securities and other intangible property belonging to the Community Association, or evidence thereof, and shall disburse the same under the direction of the Board of Directors; shall keep or cause to be kept under the Treasurer's supervision correct and complete books and records of account specifying the receipts and expenditures of the Community Association, together with records showing the allocation, distribution and collection of assessments, fees, revenues and expenses, shall hold the same open for inspection and examination by the Board and the Members, and shall present abstracts of the same at annual meetings of the Members or at any other meeting when requested; shall give bond in such sum with such surety or sureties as the Board may require for the faithful performance of that Officer's duties; shall perform any other duties which may be required of the Treasurer by the Members of the Board; and, upon the expiration or termination of the Treasurer's term of office, shall deliver all money and other property of the Community Association in the Treasurer's possession or control to the Treasurer's successor or to the President.

Section 6.05. The Board of Directors may create a committee or committees, each to be composed of an equal amount of Lot and Unit Owners including at least one Board Member elected by the Unit Owners and one elected by the Lot Owner, and may delegate to any such committee any of the authority and power of the Board, however derived. Each committee shall serve at the pleasure of the Board and shall be subject to the control and direction of the Board. Any committee may act pursuant to the vote of a majority of its members at a meeting of the committee or by a writing or writings signed by all of its members. Any act or authorization by any such committee within the authority delegated to it shall be as effective for all purposes as the act or authorization of the Board. Each committee shall establish its own procedures for scheduling and giving notice of its meetings, establishing agendas, maintaining records of its meetings and actions, and other administrative matters, subject to any such procedures which may be established for that committee or all committees by the Board.

ARTICLE VII

INDEMNIFICATION

Section 7.01. The Community Association shall indemnify any Officer or Director of the Community Association who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including, without limitation, any action threatened or instituted by or in the right of the Community Association), by reason of the fact that that individual is or was a Director, Officer, employee, agent or volunteer of the Community Association, or is or was serving at the request of the Community Association as a director, Officer, employee, agent

or volunteer of another corporation (domestic or foreign, nonprofit or for profit), limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including, without limitation, attorneys' fees, filing fees, court reporters' fees and transcript costs), judgments, fines and amounts paid in settlement actually and reasonably incurred by that person in connection with such action, suit or proceeding if that individual acted in good faith and in a manner that individual reasonably believed to be in or not opposed to the best interests of the Community Association, and with respect to any criminal action or proceeding, that individual had no reasonable cause to believe that individual's conduct was unlawful. An individual claiming indemnification under this Section 7.01 shall be presumed, in respect of any act or omission giving rise to such claim for indemnification, to have acted in good faith and in a manner that individual reasonably believed to be in or not opposed to the best interests of the Community Association, and with respect to any criminal matter, to have had no reasonable cause to believe that individual's conduct was unlawful, and the termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, rebut such presumption.

Section 7.02. Anything contained in this Code of Regulations or elsewhere to the contrary notwithstanding:

(A) the Community Association shall not indemnify any Officer or Director of the Community Association who was a party to any completed action or suit instituted by or in the right of the Community Association to procure a judgment in its favor by reason of the fact that that individual is or was a Director, Officer, employee, agent or volunteer of the Community Association, or is or was serving at the request of the Community Association as a director, officer, employee, agent or volunteer of another corporation (domestic or foreign, nonprofit or for profit), limited liability company, partnership, joint venture, trust or other enterprise, in respect of any claim, issue or matter asserted in such action or suit as to which that individual shall have been adjudged to be liable for acting with reckless disregard for the best interests of the Community Association or misconduct (other than negligence) in the performance of that individual's duty to the Community Association, unless and only to the extent that the Court of Common Pleas of Franklin County or the court in which such action or suit was brought shall determine upon application that, despite such adjudication of liability, and in view of all the circumstances of the case, that individual is fairly and reasonably entitled to such indemnity as such Court of Common Pleas or such other court shall deem proper; and

(B) the Community Association shall promptly make any such unpaid indemnification as is determined by a court to be proper as contemplated by this Section 7.02.

Section 7.03. Anything contained in this Code of Regulations or elsewhere to the contrary notwithstanding, to the extent that an Officer or Director of the Community Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 7.01, or in defense of any claim, issue or matter therein, that individual shall be promptly indemnified by the Community Association against expenses (including, without limitation, attorneys' fees, filing fees, court reporters' fees and transcript costs) actually and reasonably incurred in connection therewith.

Section 7.04. Any indemnification required under Section 7.01 and not precluded under Section 7.02 shall be made by the Community Association only upon a determination that such indemnification of the Officer or Director is proper in the circumstances because that individual has met the applicable standard of conduct set forth in Section 7.01. Such determination may be made only (A) by a majority vote of a quorum consisting of Directors of

the Community Association who were not and are not parties to, or threatened with, any such action, suit or proceeding, or (B) if such a quorum is not obtainable or if a majority of a quorum of disinterested Directors so directs, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for the Community Association, or any individual to be indemnified, within the past five (5) years, or (C) by the Members, or (D) by the Court of Common Pleas of Franklin County or (if the Community Association is a party thereto) the court in which such action, suit or proceeding was brought, if any; and such determination may be made by a court under division (D) of this section 7.04 at any time [including, without limitation, any time before, during or after the time when any such determination may be requested of, be under consideration by or have been denied or disregarded by the disinterested Directors under division (A) or by independent legal counsel under division (B) or by the Members under division (C) of this Section 7.04]; and no decision for any reason to make any such determination, and no decision for any reason to deny such determination, by the disinterested Directors under division (A) or by independent legal counsel under division (B) or by the Members under division (C) of this Section 7.04 shall be evidenced in rebuttal of the presumption recited in Section 7.01. Any determination made by the disinterested Directors under division (A) or by independent legal counsel under division (B) or by the Members under division (C) of this Section 7.04 to make indemnification in respect of any claim, issue or matter asserted in an action or suit threatened or brought by or in the right of the Community Association shall be promptly communicated to the individual who threatened or brought such action or suit, and within ten days after receipt of such notification such individual shall have the right to petition the Court of Common Pleas of a Franklin County or the court in which such action or suit was brought, if any, to review the reasonableness of such determination.

Section 7.05. Expenses (including, without limitation, attorneys' fees, filing fees, court reporters' fees and transcript costs) incurred in defending any action, suit or proceeding referred to in Section 7.01 shall be paid by the Community Association in advance of the final disposition of such action, suit or proceeding to or on behalf of the Officer or Director promptly as such expenses are incurred by that individual, but only if such Officer or Director shall first agree, in writing, to repay all amounts so paid in respect of any claim, issue or other matter asserted in such action, suit or proceeding in defense of which that individual shall not have been successful on the merits or otherwise:

(A) if it shall ultimately be determined as provided in Section 7.04 that that individual is not entitled to be indemnified by the Community Association as provided under Section 7.01; or

(B) if, in respect of any claim, issue or other matter asserted by or in the right of the Community Association in such action or suit, that individual shall have been adjudged to be liable for acting with reckless disregard for the best interests of the Community Association or misconduct (other than negligence) in the performance of that individual's duty to the Community Association, unless and only to the extent that the Court of Common Pleas of Franklin County or the court in which such action or suit was brought shall determine upon application that, despite such adjudication of liability, and in view of all the circumstances, that individual is fairly and reasonably entitled to all or part of such indemnification.

Section 7.06. The indemnification provided by this Article VII shall not be exclusive of, and shall be in addition to, any other rights to which any person seeking indemnification may be entitled under the Articles or this Code of Regulations or any agreement, vote of Members or disinterested Directors, or otherwise, both as to action in that individual's

official capacity and as to action in another capacity while holding such office, and shall continue as to an individual who has ceased to be an Officer or Director of the Community Association and shall inure to the benefit of the heirs, executors, and administrators of such individual.

Section 7.07. The Community Association may purchase and maintain insurance or furnish similar protection, including but not limited to trust funds, letters of credit, or self-insurance, on behalf of any Person who is or was a Director, Officer, employee, agent or volunteer of the Community Association, or is or was serving at the request of the Community Association as a director, trustee, officer, employee, agent or volunteer of another corporation (domestic or foreign, nonprofit or for profit), limited liability company, partnership, joint venture, trust or other enterprise, against any liability asserted against that Person and incurred by that Person in any such capacity, or arising out of that Person's status as such, whether or not the Community Association would have the obligation or the power to indemnify that Person against such liability under the provisions of this Article VII. Insurance may be purchased from or maintained with a Person in which the Community Association has a financial interest.

Section 7.08. For purposes of this Article VII, and as examples and not by way of limitation:

(A) An individual claiming indemnification under this Article VII shall be deemed to have been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 7.01, or in defense of any claim, issue or other matter therein, if such action, suit or proceeding referred to Section 7.01, or in defense of any claim, issue or other matter therein, if such action, suit or proceeding shall be terminated as to such person, with or without prejudice, without the entry of a judgment or order against that individual, without a conviction of that individual, without the imposition of a fine upon that individual and without that individual's payment or agreement to pay any amount in settlement thereof (whether or not any such termination is based upon a judicial or other determination of the lack of merit of the claims made against that individual or otherwise results in a vindication of that individual);

(B) References to an "other enterprise" shall include employee benefit plans; references to a "fine" shall include any excise taxes assessed on an individual with respect to an employee benefit plan; and references to "serving at the request of the Community Association" shall include any service as a Director, Officer, employee, agent or volunteer of the Community Association which imposes duties on, or involves services by, such Director, Officer, employee, agent or volunteer with respect to an employee benefit plan, its participants or beneficiaries; and an individual who acted in good faith and in a manner that individual reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Community Association" within the meaning of that term as used in this Article VII; and

(C) The term "volunteer" shall mean a Director, Officer or agent of the Community Association, or another Person associated with the Community Association, who (i) performs services for or on behalf of, and under the authority or auspices of, the Community Association, and (ii) does not receive compensation, either directly or indirectly, for performing those services. Compensation does not include (i) actual and necessary expenses that are incurred by the volunteer in connection with the services performed for the Community Association and that are reimbursed to the volunteer or otherwise paid; (ii) insurance premiums paid on behalf of the volunteer and amounts paid, advanced or reimbursed pursuant to this

Article VII, Section 1702.12(E) of the Ohio Revised Code or any indemnification agreement, resolution or similar arrangement; or (iii) modest perquisites.

Section 7.09. Any action, suit or proceeding to determine a claim for indemnification under this Article VII may be maintained by the person claiming such indemnification, or by the Community Association, in the Court of Common Pleas of Franklin County. The Community Association and (by claiming such indemnification) each such Person consent to the exercise of jurisdiction over its or that Person by the Court of Common Pleas of Franklin County in any such action, suit or proceeding.

ARTICLE VIII

NOTICES AND DEMANDS

Section 8.01. Any notice or demand which is required to be given or delivered to or served upon a Member of the Community Association shall be in writing and shall be deemed to have been given, delivered or served when delivered personally to that Person or mailed to that Person at that Person's address as it appears on the records of the Community Association.

Section 8.02. In computing the period of time for the giving of a notice required or permitted under the Articles, this Code of Regulations or a resolution of the Members or Directors, the day on which the notice is given shall be excluded, and the day when the act for which notice is given is to be done shall be included, unless the instrument calling for the notice otherwise provides. If notice is permitted to be given by mail, the notice shall be deemed to have been given when deposited in the mail.

ARTICLE IX

AMENDMENTS

Section 9.01. This Code of Regulations may be amended or a new Code of Regulations may be adopted by Declarant, at any time prior to the Turnover Date, and thereafter at a meeting of Members held for that purpose or in a vote conducted by mail by the affirmative vote of those Members entitled to exercise not less than 75% of the total voting power of Members who are Lot Owners, and Members entitled to exercise not less than 75% of the voting power of Members who are Unit Owners.

Section 9.02. This Code of Regulations shall also be deemed to be bylaws to the extent such reference is made in any deed or other instrument dealing with any matter involving the Community Association or property in Ballantrae.

EDWARDS GOLF COMMUNITIES, LLC

By Deborah Rurik-Goodwin
Deborah Rurik-Goodwin Vice President
Sole Incorporator