

BYLAWS
(Code of Regulations)
OF
VILLAS AT BALLANTRAE CONDOMINIUM ASSOCIATION

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ARTICLE I

NAME AND LOCATION

The name of the Association is Villas at Ballantrae Condominium Association, ("the Association"), which corporation, not-for-profit, is created pursuant to the provisions of Chapter 1702 of the Revised Code of Ohio, and which Association is also created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio as the condominium association for Villas at Ballantrae Condominium. The principal office of the Association shall be as set forth in its Articles of Incorporation ("the Articles"), and the place of meetings of Villa Unit Owners (members) and of the Directors (Board of Managers) of the Association shall be at such place in Franklin County as the Board of Directors ("the Board"), may from time to time designate.

ARTICLE II

DEFINITIONS

All of the terms used herein shall have the same meanings as set forth in the Declaration of Condominium, ("the Declaration"), recorded simultaneously herewith with the Recorder of Franklin County, Ohio.

ARTICLE III

VILLA UNIT OWNERS (MEMBERS)

Section 1. Composition. Each Villa Unit Owner, as defined in the Declaration, is a member of the Association.

Section 2. Annual Meetings. Regular annual meetings of the Villa Unit Owners shall be held in the second calendar quarter of each year hereafter, on a date and at an hour established, from time to time, by the Board, provided, that, in any event, there shall be no more than fourteen (14) months between annual meetings of the members.

Section 3. Special Meetings. Special meetings of the Villa Unit Owners may be called at any time by the president or by the Board, or upon written request of Villa Unit Owners entitled to exercise one-fourth (1/4) or more of the voting power of Villa Unit Owners, and when required by the Condominium Act.

Section 4. Notice of Meetings. Written notice of each meeting of Villa Unit Owners shall be given by, or at the direction of, the secretary or Person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least five days before such meeting, to each Villa Unit Owner entitled to vote at such meeting, addressed to the Villa Unit Owner's address last appearing on the books of the Association, or supplied by such Villa Unit Owner to the Association for the purpose of notice, or by delivering a copy of that notice at such address at least five (5) days before the meeting. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the specific purposes of the meeting, and, in the case of special meetings called by the petition and written request of Villa Unit Owners, the specific motion or motions (other than procedural) to be voted upon.

Section 5. Conduct of Meetings. All meetings of the Villa Unit Owners shall be conducted by the Board, and presided over by the president of the Association, or as otherwise directed by the Board.

Section 6. Quorum; Adjournment. The Villa Unit Owners present, in person or by proxy, at any duly called and noticed meeting of Villa Unit Owners, shall constitute a quorum for such meeting. Villa Unit Owners entitled to exercise a majority of the voting power of Villa Unit Owners represented at a meeting may, at any time, adjourn such meeting. If any meeting is so adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

Section 7. Voting Rights. One vote upon which Villa Unit Owners are entitled to vote is allocated to each Villa Unit, exercisable as the Owners of the undivided fee simple interests in that Villa Unit may from time to time determine. If the Owners of the fee simple interests in a Villa Unit are unable with respect to a particular matter to agree among themselves as to the vote to be cast with respect to that Villa Unit, no vote shall be cast with respect to that Villa Unit or that particular matter, provided, that unless timely challenged by an Owner of a fee simple interest in a Villa Unit, any Owner of a fee simple interest in that Villa Unit may cast the entire vote with respect to that Villa Unit. The Board, from time to time, may suspend the right of the Owner or Owners of a Villa Unit to cast a vote with respect to that Villa

Unit if assessments with respect to that Villa Unit are overdue, or there is at that time, with respect to the Owners or Occupants of that Villa Unit, a failure to observe any of the terms hereof, or rules and regulations duly adopted by the Board and then in effect.

Section 8. Voting Power. Except as otherwise provided in the Condominium Organizational Documents, or by law, a majority of the voting power of Villa Unit Owners voting on any matter that may be determined by the Villa Unit Owners at a duly called and noticed meeting shall be sufficient to determine that matter. The rules of Roberts Rules of Order shall apply to the conduct of all meetings of Villa Unit Owners except as otherwise specifically provided in the Condominium Organizational Documents or by law.

Section 9. Proxies. At any meeting of Villa Unit Owners, a Villa Unit Owner may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to the meeting. A telegram or cablegram appearing to have been transmitted by a Villa Unit Owner, or a photographic, photostatic, or equivalent reproduction of a writing, appointing a proxy, is a sufficient writing. Every proxy shall be revocable and shall automatically cease upon conveyance by a Villa Unit Owner of that Owner's fee simple interest in that Villa Unit, and, in any event, shall not be valid after the expiration of eleven months after it is made unless it specifies the date on which it is to expire or the length of time it is to continue in force.

Section 10. Action In Writing Without Meeting. Any action that could be taken by Villa Unit Owners at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of Villa Unit Owners or their proxies having not less than seventy five percent (75%) of the voting power of Villa Unit Owners, or such greater proportion of the voting power as may be required by the Condominium Organizational Documents, or by law.

ARTICLE IV

BOARD OF DIRECTORS: (BOARD OF MANAGERS)

Section 1. Initial Directors. The initial directors shall be those three Persons named as the initial Directors in the Articles, or such other Person or Persons as may from time to time be substituted by the Declarant.

Section 2. Successor Directors. No later than the time that twenty-three (23) Villa Units have been sold and conveyed by the Declarant, the Villa Unit Owners shall meet, and the Villa Unit Owners other than the Declarant shall elect one Director at such meeting to replace whichever Director Declarant designates. Within the earlier of (a) five years from the date of the establishment of the Association, and (b) thirty (30) days after the sale and conveyance, to purchasers in good faith and for value of sixty-nine (69) Villa Units, the Association shall meet and all Villa Unit Owners, including the Declarant, shall elect six Directors to replace all of those Directors earlier elected or designated by the Villa Unit Owners or Declarant, respectively. The terms of the six Directors shall be staggered so that the terms of one-third (two) of the Directors will expire and successors will be elected at each annual meeting of the Association. Thereafter, at such annual meetings, successors to the two Directors whose terms then expire shall be elected to serve three-year terms. Notwithstanding the foregoing, the Villa Unit Owners, by the vote of Villa Unit Owners exercising not less than a majority of the voting power of Villa Unit Owners, may, from time to time, change the number and terms of Directors, provided, that in any such event the terms of not less than one-third of the Directors shall expire annually. Notwithstanding the foregoing, Declarant shall have the right at any time to waive its right to select one or more Directors or to vote in an election of Directors. In addition, notwithstanding any requirement as to the maximum time period during which Directors appointed by Declarant may serve, Declarant reserves the right, at any time prior thereto to have the Villa Unit Owners elect Directors and for Declarant to turn over the functions of operation of the Association to those elected Directors.

Section 3. Removal. Excepting only Directors named in the Articles or selected by Declarant, any Director may be removed from the Board with or without cause, by the holders of not less than seventy-five percent (75%) of the voting power of Villa Unit Owners. In the event of the death, resignation or removal of a Director other than one named in the Articles or a substitute selected by the Declarant, that Director's successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of Villa Unit Owners, when a Director shall be elected to complete the term of such deceased, resigned or removed Director. In the event of removal of all Directors, the Villa Unit Owners shall, at the meeting at which all Directors are removed, elect Directors to complete the terms of the removed Directors. Declarant shall have the sole right to remove, with or without cause, any Director designated in the Articles, or a substitute selected by the Declarant, and select the successor of any Director so selected who dies, resigns, is removed or leaves office for any reason before the election of Directors by all of the Villa Unit Owners as provided in the Declaration.

Section 4. Qualification. To qualify for nomination, election or appointment as a Director (other than by Declarant), the prospect must be an individual who is a Villa Unit Owner or co-Owner of a Villa Unit, the spouse of a Villa Unit Owner or co-Owner of a Villa Unit, or a designated officer of an entity that is a Villa Unit Owner, and such Villa Unit Owner or co-Owner of a Villa Unit or the Villa Unit Owner of such spouse must not then be delinquent in the payment of any obligation to the Association, or then be an adverse party to the 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.

Section 5. Nomination. Nominations for the election of Directors to be elected by the Villa Unit Owners shall be made by a nominating committee appointed by the Board, or, if the Board fails to appoint a nominating committee, by the Board itself. Nominations may also be made from the floor at the meetings. The nominating committee, or Board, shall make as many nominations for election to the Board as it shall, in its discretion, determine, but no fewer than the number of vacancies that are to be filled.

Section 6. Election. Unless there are no more nominees than vacancies, election to the Board by the Villa Unit Owners shall be by secret written ballot. At such elections, the Villa Unit Owners or their proxies may cast, in respect to each vacancy, such number of votes as they are entitled to under the provisions of the Declaration. The Persons receiving the largest number of votes shall be elected, and, likewise, those receiving the largest number of votes shall be elected to the longest terms. In cases of ties, the winner shall be determined by lot. Cumulative voting is not permitted.

Section 7. Compensation. Unless otherwise determined by the Villa Unit Owners at a meeting duly called and noticed for such purpose, no Director shall receive compensation for any service rendered to the Association as a Director. However, any Director may be reimbursed actual expenses incurred in the performance of duties as a Director.

Section 8. Regular Meetings. Regular meetings of the Board shall be held on such dates and at such places and times as may be fixed from time to time by resolution of the Board, but not less than quarterly.

Section 9. Special Meetings. Special meetings of the Board shall be held when called by the president of the Board, or by a majority of the Directors, after not less than three days notice to each Director.

Section 10. Quorum. The presence at any duly called and noticed meeting of Directors entitled to cast a majority of the voting power of Directors, in person and/or by participation by means of communications equipment if all Persons participating can hear each other and participate, shall constitute a quorum for such meeting.

Section 11. Voting Power. Each Director shall be entitled to a single vote, and, except as otherwise provided in the Condominium Organizational Documents, or by law, vote of a majority of the Directors voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present, in person or by participation as provided in Section 10, above, shall be sufficient to determine that matter.

Section 12. Action in Writing Without Meeting. Any action that could be taken by the Board at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of all of the Directors.

Section 13. Powers and Authority. The Board shall exercise all powers and have all authority, under law, and under the provisions of the Condominium Organizational Documents, that are not specifically and exclusively reserved to the Villa Unit Owners by law or by other provisions thereof, and without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

- (a) take all actions deemed necessary or desirable to comply with or to cause compliance with all requirements of law, and the Condominium Organizational Documents;
- (b) obtain insurance coverage and bonds in amounts no less than that required pursuant to the Declaration;
- (c) enforce the covenants, conditions and restrictions set forth in the Declaration;
- (d) repair, maintain and improve the Common Elements;
- (e) establish, enforce, levy and collect assessments, late fees, delinquent interest and such other charges as are provided for in the Declaration and adopt, publish, and enforce rules and regulations concerning the same;
- (f) adopt and publish rules and regulations governing the use of the Common Elements and the personal conduct of Villa Unit Owners, Occupants and their guests thereon;
- (g) suspend the voting rights of a Villa Unit Owner during any period in which such Villa Unit Owner shall be in default in the payment of any charge levied by the Association (such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for each infraction of published rules and regulations or of any provisions of the Condominium Organizational Documents);
- (h) declare the office of a member of the Board to be vacant in the event such Director shall be absent from three consecutive regular meetings of the Board;

(i) subject to such approvals, if any, as may be required pursuant to the provisions of Condominium Organizational Documents, authorize the officers to enter into one or more agreements necessary or desirable to fulfill the purposes and objectives of the Association, including, without limitation, management agreements, purchase agreements and loan documents, all on such terms and conditions as the Board in its sole and absolute discretion may determine;

(j) cause funds of the Association to be invested in such reasonable investments as the Board may from time to time determine;

(k) borrow funds, as needed, and pledge such security and rights of the Association as might be necessary or desirable to obtain any such loan; and

(l) do all things and take all actions permitted to be taken by the Association by law, or the Condominium Organizational Documents not specifically reserved thereby to others.

Section 14. Duties. It shall be the duty of the Board to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Villa Unit Owners at each annual meeting of Villa Unit Owners, or at any special meeting when such statement is requested in writing by Villa Unit Owners representing one-half (1/2) or more of the voting power of Villa Unit Owners;

(b) supervise all officers, agents and employees of the Association and see that their duties are properly performed;

(c) cause an annual budget to be prepared;

(d) as more fully provided in the Declaration, to establish, levy, enforce and collect assessments;

(e) issue, or to cause an appropriate representative to issue, upon demand by any Person, a certificate setting forth whether or not any assessment has been paid;

(f) procure and maintain insurance and bonds as provided in the Declaration, and as the Board deems advisable;

(g) cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declaration; and

(h) take all other actions required to comply with all requirements of law and the Condominium Organizational Documents.

Section 15. Delegation of Authority; Management; Contracts. The Board may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a common expense, provided, however, that any agreement for professional management shall be terminable by the Association for cause on thirty (30) days' written notice; shall be terminable by either party without cause and without penalty, on written notice of ninety (90) days or less; and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing, provided that, in the case of any professional management contract entered into before control of the Association is vested in Villa Unit Owners other than Declarant, the contract must give the Association the right to terminate it without cause and without penalty at any time after control of the Association has been transferred to or assumed by Villa Unit Owners other than Declarant. Subject to the foregoing, nothing contained herein shall preclude Declarant, or any other entity designated by Declarant, from being employed as managing agent. The managing agent, or the Board, if there is no managing agent, shall have the authority to enter into contracts with Declarant or an affiliate of Declarant, as defined by an institutional first mortgagee or an agency or organization which purchases, insures, or guarantees first mortgages, for goods, services, or for any other thing, including, without limiting the generality of the foregoing, contracts for the providing of maintenance and repair services, provided the same are bona fide and commercially reasonable to the Villa Unit Owners at the time entered into under the circumstances then prevailing. In any case, no management contract or agreement by the Association executed prior to the assumption of control of the Association by Villa Unit Owners other than Declarant shall extend more than one year subsequent to that assumption of control unless renewed by vote of Villa Unit Owners pursuant to the provisions of these Bylaws.

ARTICLE V

OFFICERS

Section 1. Enumeration of Officers. The officers of this Association shall be a president, a secretary, a treasurer and such other officers as the Board may from time to time determine. No officer need be a Villa Unit Owner or Director of the Association. The same Person may hold more than one office.

Section 2. Selection and Term. Except as otherwise specifically provided in the Declaration or by law, the officers of the Association shall be appointed by the Board, from time to time, to serve until the Board appoints their successors.

Section 3. Special Appointments. The Board may appoint such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 4. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Duties. The duties of the officers shall be as the Board may from time to time determine. Unless the Board otherwise determines, the duties of the officers shall be as follows:

(a) President. The president shall preside at all meetings of the Board, shall have the authority to see that orders and resolutions of the Board are carried out, and shall sign all legal instruments on behalf of the Association.

(b) Secretary. The secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the Villa Unit Owners, serve notice of meetings of the Board and of the Villa Unit Owners, keep appropriate current records showing the names of Villa Unit Owners of the Association together with their addresses, and shall act in the place and stead of the president in the event of the president's absence or refusal to act.

(c) Treasurer. The treasurer shall assume responsibility for the receipt and deposit in such bank accounts, and investment of funds in such vehicles, as the Board directs, the disbursement of such funds as directed by the Board, the keeping of proper books of account, the preparation of a proposed annual budget and a statement of income and expenditures to be presented to the Villa Unit Owners at annual meetings, and the delivery or mailing of a copy of each to each of the Villa Unit Owners.

ARTICLE VI

COMMITTEES

The Board shall appoint a nominating committee and may appoint such other committees as it deems appropriate in carrying out its purposes.

ARTICLE VII

BOOKS AND RECORDS

The books, records and financial statements of the Association, including current copies of the Declaration, Bylaws and effective rules and regulations, shall be available during normal business hours or under other reasonable circumstances, upon request to the Association, for inspection by Villa Unit Owners, lenders, and the holders, insurers and guarantors of first mortgages on Villa Units, provided, the Association shall not be required to provide to Villa Unit Owners documents, materials, and information, the disclosure of which the Board in good faith determines would be inimical to the best interests of the Association and other Villa Unit Owners. Likewise, during normal business hours or under other reasonable circumstances, the Association shall make available to prospective purchasers current copies of the Declaration, Bylaws, effective rules and regulations, and the most recent annual audited financial statement, if such is prepared.

ARTICLE VIII

AUDITS

The Board shall cause the preparation and furnishing of an audited financial statement of the Association for the immediately preceding fiscal year, in the following circumstances:

(a) to each requesting Villa Unit Owner, at the expense of the Association, upon the affirmative vote of Villa Unit Owners exercising a majority of the voting power of Villa Unit Owners within a reasonable time after request;

(b) to each holder, insurer, or guarantor of a first mortgage upon a Villa Unit which requests the same, in writing, within a reasonable time thereafter, provided the audit, if an audited statement is not already available, shall be prepared at the expense of such requesting party; and

(c) during such time, if any, as the Community contains fifty (50) or more Villa Units, to each holder, insurer or guarantor of a first mortgage on a Villa Unit who makes written request therefor, within one hundred twenty (120) days of the Association's fiscal year end, at the expense of the Association.

ARTICLE IX

FISCAL YEAR

Unless otherwise changed by the Board, the fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation of this Association.

ARTICLE X

AMENDMENTS

Any modification or amendment of these Bylaws shall be made only by means of an amendment to the Declaration, in the manner and subject to the approvals, terms and conditions set forth therein, and shall be effective from the time a certificate setting forth such modification or amendment is delivered for recording to the Franklin County Recorder.

IN TESTIMONY WHEREOF, the undersigned, the sole member of the Association, has caused these Bylaws to be duly adopted on or as of the 31st day of December, 2002.

DUFFY VILLAS, LLC

By Jeffrey W. Edwards
Jeffrey W. Edwards, General Manager

Sole Member