

**AMENDED AND RESTATED CODE OF REGULATIONS
OF
BRITTON FARMS HOMEOWNERS ASSOCIATION
As of _____, 2019**

**ARTICLE I
DEFINITIONS**

Except as otherwise provided herein, all of the terms used herein shall have the same meaning as set forth in the Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements, recorded in the records of the Franklin County, Ohio Recorder's Office on _____, 2019, as Instrument No. _____ (the "Declaration"), as may be amended from time to time.

**ARTICLE II
NAME**

The name of the Corporation is "Britton Farms Homeowners Association" (hereinafter referred to as the "Association").

**ARTICLE III
PURPOSES**

- (a) To own and manage that property in the residential development commonly known as Britton Farms in Hilliard, Franklin County, Ohio;
- (b) To collect periodic homeowner's association dues;
- (c) To pay expenses in connection with the Development and the Association;
- (d) To maintain insurance on the Development and the Association;
- (e) To enforce the Declaration and the Articles of Incorporation (as amended, the "Articles"); and
- (f) To perform such other and further acts are necessary and appropriate to accomplish the foregoing purposes.

**ARTICLE IV
MEMBERS**

Section 1. Composition. Each record Owner of a Lot in the Development shall be a "Member" of the Association. An Owner becomes at Member automatically when such Owner takes fees simple title to a Lot. The membership of an Owner shall automatically terminate at such time as that Owner ceases to own a fee interest in a Lot.

Section 2. Privileges of Membership. Membership shall entitle the holder thereof, or its representatives in the event that a Member is not an individual, to all the privileges of membership, including the right to vote and to have access to all Common Areas of the

Development. Persons in the family of a Member who live with the Member and are over the age of eighteen (18) years, tenants in possession of a Lot and those who live with such tenant and who are over the age of eighteen (18) years, but who are not themselves Members, shall have all privileges of membership, except that they shall not have the right to vote or to hold office. Any Person entitled to membership shall make such fact known to the Association. Until such fact is made known to the Association, the Member or other Person entitled to membership may not vote, receive notice of meetings, nor enjoy any other privileges or benefits of membership, as the case may be.

Section 3. Voting Rights. The Owners of each Lot shall have one (1) vote for each Lot owned in all elections and in all matters requiring a vote as set forth herein; provided, however, joint, common or other multiple ownership of a Lot shall not entitle the Owners thereof to more than the number of votes which would be authorized if such Lot was held by one Owner. If more than one Owner owns any Lot, then such Owners shall determine, among themselves, who shall be entitled to exercise the single vote for such Lot and shall notify the Secretary in writing of who may exercise such vote. If the Owners of any Lot cannot jointly agree as to which of them shall be entitled to exercise the vote attributable to that Lot, then the right to vote shall be forfeited until such time as the Owners designate which of them shall exercise such vote.

Section 4. Annual Meetings. Except as otherwise decided by the Board, a regular meeting of the Members shall be held ~~twice perin the first and third quarters of each~~ calendar year, on the dates, at the hours, and at a location in Franklin County, Ohio, as determined from time to time by the Board.

Section 5. Special Meetings. Special meetings of the Members may be called at any time by (a) the President of the Association, or in the President's absence, by the First Vice President of the Association, (b) by ~~at least three (3)the~~ members of the Board (the "Trustees"), or (c) by the Members entitled to exercise one-fourth (1/4) or more of the voting power of Members. Any special meeting duly called shall be held on such date, hour, and location, within Franklin County, Ohio as specified by the Person(s) authorized to call the meeting.

Section 6. Notice of Meetings. Written notice of each meeting of Members shall be given by the Secretary of the Association, or at the direction of the Person or Persons authorized to call the meeting, by posting noticed of the meeting on the Association's website, ~~mailing a copy of such notice, postage prepaid,~~ and/or sending via electronic mail, in any such case not less than ~~thirty ten (30) days nor more than sixty (60) days~~ before such meeting to each Member entitled to vote thereat; ~~provided, however, if any Member requests in writing that notices of meetings be sent to such Member by mail, notices of non-emergency meetings will be sent to such Member by regular U.S. mail, postage prepaid.- Notwithstanding the foregoing to the contrary, emergency special meetings may be called as provided herein by giving the Members not less than twenty-four (24) hours' prior notice of such meeting, such notice to be given by posting on the Association's website and/or by electronic mail. Notices of emergency special meetings need not be given by U.S. mail even if a Member has requested that all meeting notices be provided by mail.~~ Notices sent by mail or electronic mail will be addressed to the Member's mailing address or electronic mail address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice, or by delivering a copy of that notice at such address not less than ~~tenthirty (130) days nor more than sixty (60) days~~ before the meeting ~~or, in the case of emergency meetings, not less than twenty-four (24) hours before the emergency special meeting. However, if a Member has requested not to receive notices by electronic means, then notices will be sent to the Member by mail~~

~~in accordance with this Section 6.~~ If a Member requests ~~not~~ to receive notice of non-emergency meetings electronically by U.S. mail after an electronic notice for an upcoming scheduled meeting has been given to such Member, such request for transmission of notices by U.S. mail will be effective for ~~the subsequent, yet to be scheduled meeting, and for all meetings thereafter following the meeting for which electronic notice has already been given.~~ The Any notice given under this Section 6 shall specify the place, day, and hour of the meeting and, in case of a special meeting, the purpose of the meeting.

Section 7. Quorum. The presence of those Members, in person or by proxy, at any duly called and noticed meeting of Members entitled to exercise twenty percent (20%) of the voting power of Members shall constitute a quorum for such meeting, but no action required by law, the Articles, or these Regulations to be authorized or taken by a specific proportion or number of voting Members may be authorized or taken by a lesser proportion of Members.

Section 8. Proxies. At any meeting of Members, a Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary prior to the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance of the Member's Lot.

Section 9. Voting Power. Except as otherwise provided herein, in the Articles or in the Declaration, the vote by the holders of sixty percent (60%) of the voting power of Members voting on any matter that may be determined by the Members at a duly called and noticed meeting shall be sufficient to determine that matter.

Section 10. Action in Writing Without Meeting. Any action that could be taken by Members at a meeting may be taken without a meeting with the approval, in a writing or writings, of Members having not less than sixty percent (60%) of the voting power of Members.

ARTICLE V BOARD OF TRUSTEES

Section 1. Eligibility. No Person may serve as a Trustee unless such Person is a natural person, an actual or beneficial Owner of a Lot in the Development, and a resident of the Development.

Section 2. Initial Trustees. The Trustees shall initially be those Trustees who have been duly elected and are serving as Trustees as of the date of these Regulations. The terms of office of such initial Trustees shall be deemed to have begun on the most recent date such Trustees were elected.

Section 3. Term. Each Trustee shall serve for a term of two (2) years from the date of his or her election or appointment. Three (3) Trustees shall be elected in odd-numbered years and two (2) Trustees shall be elected in even-numbered years.

Section 4. Removal. Trustees may be removed from the Board, with or without cause, by approval of sixty percent (60%) of the Members as provided in Article III, Sections 9 and 10, above. In the event of death, resignation, or removal of a Trustee without the election of a successor Trustee at the same meeting, that Trustee's successor shall be selected by the remaining Trustees and shall serve until the next annual meeting of Members, when a Trustee shall be elected to complete

the term of such deceased, resigned, or removed Trustee. If a Trustee conveys his or her Lot such that he or she is no longer an actual or beneficial Owner of a Lot, such Trustee shall be automatically removed as Trustee upon such conveyance.

Section 5. Nomination. Nominations for the election of Trustees to be elected by the Members shall be made from the floor at the annual meeting of Members.

Section 6. Election. Trustees shall be elected at the first meeting of the Members held each year (except that Trustees shall be elected at the first meeting of the Members held after the date hereof). Election to the Board of Trustees by the Members shall be by secret, written ballot. At such election the Members or their proxies may exercise, in respect to each vacancy, such voting power as they are entitled to exercise under the provisions hereof. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

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

Section 8. Regular Meetings. Regular meetings of the Board shall be held no less frequently than annually, without notice, on such date and at such place and hour as may be fixed from time to time by resolution of the Board.

Section 9. Special Meetings. Special meetings of the Board shall be held when called by the President, or by any two (2) Trustees. Such meetings shall be held not less than three (3) days after written notice to each Trustee is given by the President or the Board, as applicable.

Section 10. Quorum. The presence at any duly called and noticed meeting of Trustees entitled to exercise a majority of the voting power of Trustees, shall constitute a quorum for such meeting.

Section 11. Voting Power. Except as otherwise provided in the Declaration, the Articles, or by law, the vote of a majority of the Trustees voting on any matter that may be determined by the Trustees at a duly called and noticed meeting shall be sufficient to determine that matter.

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

Section 13. Powers. Except as may otherwise be provided in the Declaration, the Articles, or applicable law, the Board shall exercise all powers and authority, under applicable law, and under the provisions of the Articles, the Declaration, and these Regulations, that are not specifically and exclusively reserved to the Owners. 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 all requirements of applicable law, these Regulations, the Declaration, and the Articles;

(b) obtain insurance coverage, and cause officers, Trustees, and employees having fiscal responsibilities to be bonded, as the Board deems appropriate;

(c) enforce the covenants, conditions, and restrictions set forth in the Declaration with respect to the Lots;

(d) maintain and landscape entrance areas and to own and to maintain aesthetically and functionally any Common Areas and construct and maintain any improvements thereon;

(e) establish, enforce, levy, and collect Association Assessments as provided in the Declaration;

(f) suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any Association Assessment;

(g) declare the office of a member of the Board to be vacant if such Trustee shall be absent from three (3) consecutive regular meetings of the Board;

(h) authorize the officers of the Association to enter into one or more contracts relating to maintenance of the entrance areas to the Development, Common Areas and any Improvements thereon and the operation of the Association's affairs;

(i) authorize the President to execute deeds, easements, mortgages, and other conveyances of all or any portion of any real or personal property owned by the Association; and

(j) do all things and take all actions permitted to be taken by the Association by law, hereby or by the Articles or Declaration, and 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 Members at the annual meeting of Members, or at any special meeting when such statement is requested in writing by Members representing a majority of the voting power of Members.

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

(c) as more fully provided in the Declaration:

(i) subject to any approving vote of the Members required by the Declaration, ~~fix~~increase or decrease the amount of Association Assessments against each Lot;

(ii) give written notice of each Association Assessment to every Member;

- (iii) foreclose the lien against any Lot for which assessments are not paid within a reasonable time after they are due, or bring an action at law against the Members personally obligated to pay the same, or both;
- (iv) maintain property, liability, and directors and officers insurance for in such amounts as are deemed sufficient by the Board;
- (v) cause any real or personal property subject to the Association's scope of authority to be maintained within the scope of authority provided in the Declaration;
- (vi) cause the restrictions created by the Declaration with respect to the Lots to be enforced; and
- (vii) take all other actions required to comply with all requirements of applicable law, the Articles, the Declaration, and these Regulations.

ARTICLE VI OFFICERS

Section 1. Enumeration of Offices. The officers of the Association shall be a President, a First Vice President, a Second Vice President, Secretary, Treasurer, and such other officers as the Board may from time to time determine. An officer must be a Member of the Association, but is not required to be a Trustee. No individual may hold more than one office.

Section 2. Selection and Term. The officers of the Association shall be elected by the Board, from time to time, to serve until the Board elects their successors.

Section 3. Special Appointments. The Board may elect 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 or the President. 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 such duties 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, shall sign all mortgages, easements, deeds, and other written agreements, and will have such other powers and duties as are delegated to him or her from time to time by the Board.

(b) **First Vice President.** The First Vice President will have such powers and duties as are delegated to him or her from time to time by the President or the Board and shall act in the place and stead of the President in the event of the President's absence or refusal to act.

(c) **Second Vice President.** The Second Vice President shall coordinate the activities of all standing and special committees, and shall ensure that such committees make regular reports to the Board. The Second President shall act in the place and stead of the First Vice President in the event of the First Vice President's absence or refusal to act.

(d) **Secretary.** The Secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the Members; shall serve notice of meeting of the Board and of the Members; shall keep appropriate current records showing the names of all Owners and Members of the Association, together with their addresses; and shall act in the place and stead of the Second Vice President and/or Treasurer in the event of the Second Vice President's and/or Treasurer's absence or refusal to act

(e) **Treasurer.** The Treasurer shall receive, deposit, and have custody over all monies and securities of the Association; shall invest monies of the Association as directed by the Board; shall disburse such funds as directed by resolution of the Board; shall sign all checks and promissory notes of the Association; shall keep proper books of accounts; shall prepare an annual budget and a statement of income and expenditures to be presented to the Lot owners at the annual meeting of Members and shall deliver or mail a copy of each to each of the Owners; and shall act in the place and stead of the Secretary in the event of the Secretary's absence or refusal to act.

(f) **Other Officers.** Other officers of the Association appointed by the Board will have such duties as may be delegated to them from time to time by the Board.

Section 6. Delegation and Assumption of Authority. The Board may from time to time delegate the powers or duties of any officer to any other officers or agents, and the Trustees may assume the powers or duties of any officer, in either case notwithstanding any contrary provision of these Regulations.

ARTICLE VII ASSOCIATION ASSESSMENTS

Each owner of any Lot, by acceptance of a deed or other conveyance thereto, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association an Annual Assessment, Special Assessments, and Individual Assessments. The Declaration shall govern the determination, assessments, payment, time periods, consequences, lien rights, hearing rights, and all provisions relating to the Association Assessments.

ARTICLE VIII COMMITTEES

Section 1. Committees. The Board may appoint such committees as it deems appropriate in carrying out its purposes. Such committees may adopt bylaws governing such committees, subject to the approval of the Board. Any committee created by the Board may be abolished by the Board for any reason at any time.

Section 2. Authority of the Board. Notwithstanding anything in these Regulations to the contrary, any action or decision of a committee may be changed, improved, or vetoed by the Board.

**ARTICLE IX
BOOKS AND RECORDS**

The books, records, and financial statements of the Association, including annual financial statements when such are prepared, shall be available for inspection and copying as set forth in the Declaration.

**ARTICLE X
FISCAL YEAR**

Unless otherwise changed by the Board, the fiscal year of the Association shall begin on January 1 and end on December 31 of every year.:-

**ARTICLE XI
INCORPORATION**

All provisions governing or relating to the Association and/or the Board that are set forth in the Declaration are hereby incorporated into these Regulations by this reference as if such provisions were fully written herein.

**ARTICLE XII
AMENDMENTS**

Except as may otherwise be set forth in the Declaration or the Articles, any modification or amendment to these Regulations shall be made only upon the affirmative vote of at least seventy-five (75%) of the Members at a duly called meeting held for such purpose. Written notice of any proposed amendments to these Regulations shall be delivered to all Members at least ten (10) days prior to any meeting at which the proposed amendment is to be discussed and/or voted upon. All prior codes of regulations and bylaws of the Association are hereby replaced in their entireties by these Regulations and shall have no further force or effect.

John Stanton, President, on behalf
of the Owners