

**Hawk's Nest Homeowners Association
(HNHA)**

Code of Regulations

Effective January 1, 2014

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Article I

Name and Purpose

1.1 Name

The name of this Association is the *Hawk's Nest Homeowners Association*, and will also be referred to as *HNHA*. HNHA is a non-profit corporation duly formed and existing under the laws of the State of Ohio.

1.2 Purpose

The purpose of HNHA is:

- A. To provide for the management, maintenance and care of the common property of what is commonly called Hawk's Nest Subdivision in Dublin, Ohio
- B. To uphold the Declaration of Restrictions applicable to the Hawk's Nest Subdivision
- C. To promote community activities that involve and include the residents of Hawk's Nest and members of HNHA
- D. To promote good community relations and an atmosphere of mutual cooperation with the City of Dublin, the neighborhood builders and developers and other community organizations
- E. To collect and maintain a library of information for the mutual benefit of the residents
- F. To collect dues, keep records and file notices and liens
- G. To establish and follow a resolution process for conflicts

Article II

Membership

Section 2.1 Membership

The members of HNHA are defined, in accordance with the Declaration of Restrictions applicable to Hawk's Nest, as Lot owners in the Hawk's Nest Subdivision, which meet the following qualifications:

Any lot in Hawk's Nest, within lots numbered One (1) through Two Hundred and eight (208) as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 85, Pages 26-29, Plat Book 89, Pages 94-95, Plat Book 92, Pages 58-59 and Plat Book 94, Pages 19-21, Recorder's Office, Franklin County, Ohio.

Section 2.2 Privileges

HNHA's members in good standing shall be entitled to all privileges of membership, including the rights to vote and hold office in accordance with this HNHA's Code of Regulations. In order to be considered a member in good standing, a member must be current with payment of all yearly dues and special assessments payable to HNHA.

Article III

Assessments

Section 3.1 Dues

HNHA will bill and collect from the owner of each Lot (as defined in Article II, Section 2.1) an annual assessment (also referred to as "dues" herein), not to exceed \$175 per year. Dues may be increased above \$175 per year for purposes determined by HNHA by majority vote of the Members, provided, however, that at least forty (40) Lots or Members participate in the vote, by person or by proxy.

Section 3.2 Purpose of Dues

The annual dues collected by HNHA from its members shall be used for the following purposes:

- A. Maintenance and beautification of Hawk's Nest common areas
- B. Payment of bills incurred for lighting systems, irrigation systems, electricity bills, water bills related to common areas or entrances
- C. Upholding the Declaration of Restrictions
- D. Publication and printing of information pertinent to residents of Hawk's Nest
- E. Incidental expenses required for the HNHA Board of Trustees to carry out its duties
- F. Social functions for Hawk's Nest residents and members of HNHA
- G. Maintenance and staining of uniform residential mailboxes
- H. Legal expenses associated with the filing and collection of liens
- I. Liability insurance for Board of Trustees
- J. To do any and all things contemplated or allowed by ORC Ch. 5312 and/or reasonably necessary for HNHA to function as a homeowner's association

Section 3.3 Payment

Each member, as defined in Article II Section 2.1, shall pay their annual dues by March 1 of each calendar year. Checks shall be made payable to "Hawk's Nest Homeowners Association" and delivered to the Treasurer of the HNHA Board of Trustees personally, or sent to:

Hawk's Nest Homeowner's Association
PO Box 3413
Dublin, OH 43016

Section 3.4 Delinquency Policy on Fees and Assessments

- A. When an account remains unpaid by the end of the month in which it is due, the treasurer will send a delinquency notice to the Homeowner, and the Homeowner's account is assessed a late charge of \$25. Another \$25 late charge will be incurred for each and every month the dues remain unpaid.
- B. Each delinquent homeowner has a right to request a hearing. To request a hearing, the homeowner shall deliver a written notice to the board not later than ten days after receiving a delinquency notice. If the owner fails to make a timely request for a hearing, the right to that hearing is waived, and the board immediately may impose a charge for late dues.
- C. If an owner requests a hearing, at least seven days prior to the hearing the board shall provide the owner with a written notice that includes the date, time and location of the hearing.
- D. The treasurer will file liens on delinquent properties on or about August 1 of that year.
- E. In order to pay off the lien, the homeowner will be responsible for original dues, all late fees, and any legal and recorders fees incurred due to the filing and release of lien.

- F. Any check returned for non-sufficient funds (NSF) will be charged back to the individual account in the amount of \$30. Checks will be held until a replacement check has been cleared for payment.

Article IV

Voting Rights

Section 4.1 Voting Rights

The owner of record of any Lot in Hawk's nest shall have one vote for each Lot owned, provided that the Member has paid all applicable annual dues and special assessments. If more than one person or entity owns any single Lot, then the owners shall determine among themselves who shall be entitled to exercise the single vote for the given Lot. If the joint owners of the Lot cannot agree as to which of them shall be entitled to exercise their vote, then the right to vote shall be forfeited until such time as the owners resolve which owner shall be entitled to exercise their single vote. Provided, however, that HNHA and its Board of trustees and members shall permit any joint owner of a Lot who appears at a meeting to exercise the vote for that Lot, unless that right is disputed in writing to the Board by another joint owner at any time before the Lot's voting right is exercised.

Section 4.2 Quorum Power to Approve Issues

The Members which attend, in person or by proxy, any duly noticed meeting of HNHA shall constitute a quorum, permitting HNHA to decide any issue raised and voted upon at the meeting. A simple majority of the votes of the Members of HNHA, in person or by proxy, shall be sufficient to decide any issue voted upon, unless the specific issue voted upon requires a different ratio for approval, disapproval or decision as hereinafter described.

Section 4.3 Proxy

At any duly noticed HNHA meeting, a member may vote in person or by proxy. All proxies shall be in writing in a form acceptable to the Board of Trustees and filed with the HNHA Secretary prior to the meeting. Every proxy shall be revocable, in writing, at any time before the Member's designee exercises a Member's proxy, at which time, the proxy shall be irrevocable.

Article V

Violations of the Declaration of Restrictions

Section 5.1 Declaration of Restrictions

The Declaration of Restrictions are enforceable by each resident, the Declarant (Developer) and/or HNHA.

Section 5.2 Procedure

Residents requesting action by the Board must submit their request in writing and provide sufficient information to describe the purported violation, the applicable provision(s) in the Restrictions, the location of the violation, and a record of any discussions or actions taken to date attempting to resolve the violation. The Board of Trustees shall then discuss and either vote upon HNHA's intended course of action, if any, with respect to the alleged violation at its next regularly scheduled or specially-called meeting, at which a simple majority shall control. Alternatively, the Board may elect to resolve the issue of HNHA's intended course of conduct with respect to the purported violation at HNHA's next regularly or specially-called meeting, whichever occurs first, and at which a simple majority shall control. If the issue is resolved at by the board without referring the issue to a HNHA meeting, the Board shall provide written notification of its decision thereafter.

Article VI

Meetings

Section 6.1 Annual Meetings

HNHA shall, at a minimum, hold a general annual meeting in January of each calendar year at a time and location determined by the Board of Trustees. The Board shall provide HNHA Members with a minimum of three (3) days advance notice of such annual meeting. Any Member may request an agenda item at any time either before or at the meeting. The annual meeting shall be the main meeting of each year covering, but not limited to, the following issues: election of Trustees, assignment of Committee Leaders, annual assessments and dues, a review of the proposed budget an accounting and all other issues in any way concerning HNHA.

Section 6.2 Special Meetings

The Board shall call a Special Meeting of HNHA upon the request of any Board Member. The Board shall likewise call a Special Meeting of HNHA upon written request made by not less than one-fourth of HNHA's then existing membership.

Section 6.3 Notice of Meetings

The board shall provide reasonable notice of any HNHA meeting. For purposes of this section, reasonable notice includes any means reasonably calculated to inform Members of the time, place and location of the meeting and shall include at a minimum, either signs specifying the date, time and location of each meeting be posted at the three main entrances to Hawk's Nest (the intersections of Brand Road and Hawk's Nest Drive, Avery Road and Jacana Drive and Muirfield Drive and Cormorant Drive), a minimum of three (3) days in advance of each meeting and shall stay posted until the meeting is held; or an email sent to each Homeowner (who has provided such e-mail address) at least 3 days in advance of each meeting.

Article VII

Board of Trustees

Section 7.1 Posts

An elected Board of Trustees of HNHA shall manage the affairs of HNHA. HNHA's Board of trustees shall consist of a President, a Vice President, a Treasurer, and a Secretary, all of whom shall serve for a one-year term.

Section 7.2 Eligibility and Terms

Only members in good standing, residing in Hawk's Nest, are eligible to serve on the Board of Trustees. At the Annual Meeting, all officers shall be elected except the President. To provide continuity, whenever a given President's term has concluded or the position is vacated for any reason, the Vice President shall assume the position and duties as President, and the Board may appoint an alternate, by majority vote, to serve out the term of Vice President.

Section 7.3 Voting and Participation

At any meeting, the Board of Trustees shall have the power to decide and approve such actions or resolutions as it deems necessary to affect the purposes of HNHA. To act, a quorum of the Board shall be present. A quorum shall be met if at least three (3) elected officers are present. Such quorum must include either the President or Vice President. A simple majority shall be sufficient to include either the President or Vice President. A simple majority shall be sufficient to decide any issue voted upon. Any action of the Board of Trustees shall be binding subject to the right to petition by at least twenty percent (20%) of the membership, asking that the Board's decision be submitted to the membership for a vote at a Special Meeting. In this case, Article IV and Article VI, Section 6.3 shall apply.

Section 7.4 Unexpired Terms

Any vacancy of a member of the Board arising after the Annual Meeting will result in the appointment of an alternate, subject to Section 8.2, determined by a majority vote of the remaining Board members at its next meeting. Such appointed officer will serve the unexpired term of the officer he/she replaces.

Section 7.5 Removals and Resignations

Any Board member may be removed from office at any time for any reason by unanimous vote of the three (3) Board Members. Any Board member may resign at any time by giving thirty (30) days advance written notice to the Board of Trustees. Subject to Section 7.2, when any office is vacated for any reason, the Board shall appoint an alternate, by majority vote, to serve out the term of the office.

Section 7.6 Elections

Officers of HNHA's Board of Trustees shall be elected at HNHA's Annual Meeting. Voting shall be made by secret written ballot during the meeting. The person receiving the largest number of votes for each post shall be elected.

Section 7.7 No Compensation

No Trustee shall receive compensation for any services rendered to HNHA. Board and committee members shall be reimbursed for reasonable advanced expenses as approved by the majority of Board. All other bills must be paid directly from the account of HNHA.

Section 7.8 Board Meetings

At a minimum, HNHA's Board of Trustees shall meet quarterly on a date and place as may be agreed upon by the Board. The Annual Meeting may constitute a quarterly meeting.

Section 7.9 Ties

In the event of a tie on any issue voted upon at the HNHA Board of Trustees meeting, the President shall decide that issue.

Section 7.10 Managing Agent Service

A managing agent service may be engaged only if 75% of all Homeowners approve. Dues will be increased in order to cover the cost of approved managing agent. If a managing agent has been engaged, the Homeowners may vote to reconstitute a residential Board of Trustees at any time and discontinue services of managing agent upon the terms of the agreement.

Article VIII

Board Member Duties

Section 8.1 President

HNHA's President shall preside at all meetings of the Board of Trustees, as well as Annual Meeting and any Special Meeting.

Section 8.2 Vice President

If a Vice President has been elected by the members, HNHA's Vice President shall assume the duties of the President when the President is absent, resigns, or is removed, as well as perform other duties determined by the President, subject to the approval of the Board of Trustees. The Vice President shall assume the office of the President upon determination by the Board of Trustees that the office of President has been vacated and shall serve for the remainder of the President's term.

Section 8.3 Treasurer

HNHA's Treasurer shall handle all moneys and financial records of HNHA. The Treasurer shall prepare and provide a written financial report at the Annual Meeting. The Treasurer shall be required to sign all checks drawn upon HNHA's funds, together with another officer's signature. The Treasurer shall make periodic financial reports to the Board of Trustees as requested. The Treasurer shall also maintain all HNHA membership records. It shall be the responsibility of the Treasurer to prepare and make available to any members the annual financial report of HNHA upon reasonable request. The Treasurer will keep and maintain all financial records and minutes and pass records on to the next Treasurer. The Treasurer will maintain an inventory of all HNHA-owned property.

Section 8.4 Secretary

HNHA's Secretary shall keep written records of all HNHA meetings. Copies of such "Minutes" shall be made available to all HNHA members upon reasonable request. The Secretary shall deliver, without demand, copies of Minutes of all meetings to the Board members immediately upon completion. The Secretary shall also maintain all correspondence, coordinate and/or send notices of meetings, and keep all records deemed necessary on behalf of HNHA.

Article IX

Committees

Section 9.1 Appointment

A majority of the Board of Trustees may appoint any committee(s) it deems appropriate to carry out HNHA's purposes.

Section 9.2 Voting Rights

Each chair of any committee formed under Section 9.1 shall be provided notice of all meetings of HNHA's Board of Trustees and shall have the right to vote upon any issue which comes before the board.

Article X

Amendments

Section 10.1 Amendments

The HNHA Code of Regulations may be amended at any Annual or Special Meeting of HNHA.

Article VI

Expenditures

Section 11.1

No funds of HNHA shall be spent for any purposes other than those consistent with the purpose and objectives of the Hawk's Nest Homeowners Association and consistent with ORC Ch. 5312.

Section 11.2

HNHA's annual budget shall be submitted and approved by simple majority vote at HNHA's Annual Meeting, either as submitted or as may be amended at the meeting. Thereafter, any other non-budgeted items less than \$500 shall be approved by the Board of Trustees. Any non-budgeted items greater than or equal to \$500.00 shall be approved by simple majority vote of the Members of HNHA at the next Annual or Special Meeting.

Section 11.3

Two members of the Board of Trustees must sign any check drawn on behalf of HNHA. One of the signors must be the Treasurer. Electronic payments are authorized to be made on behalf of the board for all pre-approved budgeted expenses. Electronic banking statements are communicated to the Board on a monthly basis. Pre-approved budgeted expenses with corresponding receipt approved by the Treasurer will be reimbursed electronically.

Article XII

Miscellaneous

Section 12.1 Mailboxes

In order to maintain the original character and appearance of Hawk's nest as intended and implemented by the Developer, all mailboxes, wood trim surrounding mailboxes, and mailbox posts within Hawk's Nest shall be of uniform design and construction, and mailboxes and mailbox posts shall have uniform exterior stain. Likewise, all mailboxes shall display the street number of the home associated with its use and such numbers shall be of uniform font, color and size.

Section 12.2 Terminology

Terms "Member(s)" and "Lot owner(s)" and "Homeowners" are used interchangeably herein where the context so requires. Terms "Dues" and "Assessment(s)" are also used interchangeably herein where the context so requires. Likewise, "Officer(s)" "Board member(s)" and "Trustee(s)" are used interchangeably where the context so requires. The term "Board" as used herein refers to the HNHA Board of Trustees.

Section 12.3

The Board of Trustees may create and amend the Declaration of Restrictions of the Hawk's Nest Homeowners Association subject to approval by a vote of a majority of Homeowners in attendance at a HNHA quarterly meeting.