

Canterbury Village Condominium Association Regulation (Exhibit B-2 of the Declarations) [Amendments have been incorporated]

Note: The Declaration and Regulations are transcripts of the material provided to each home owner at time of purchase and includes all amendments to these documents. In the event of any discrepancy the home owner hard copy should be considered correct. The official version is on file with Greene County.

1. GENERAL

1.1 Name: The name of the corporation is Canterbury Village Condominium Association, Inc. (the "Association").

1.2. Principal Office: The principal office of the Association shall be located at 8600 Governor's Hill Drive, Cincinnati, Ohio 45249, but meetings of Members and of the board of managers (the "Board") may be held at such places within the State of Ohio as may be designated by the Board.

1.3. Definitions: All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Declaration of Condominium Ownership (the "Declaration") which has or will be executed and recorded with the Greene County, Ohio Recorder's Office.

2. MEMBERSHIP AND APPORTIONMENT OF VOTING RIGHTS

2.1. Membership: Membership is a right appurtenant to and inseparable from an Owner's fee simple title to a Unit. Such membership shall terminate upon the sale or other disposition of such Unit, at which time the new Unit Owner shall automatically become a Member of the Association. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest or mortgage shall not terminate an Owner's membership. There shall be no more than one membership per Unit owned. If the Owner of a Unit consists of more than one person, then such persons shall have one membership in the Association in common.

2.2. Voting Rights: The Association shall have one class of voting membership. Subject to the powers reserved to The Ryland Group, Inc. ("Developer") in the Declaration, each Unit Owner shall be entitled on all issues to one vote for each Unit in which they hold fee simple interest, provided that ownership of a Garage Unit does not entitle a Unit owner to any additional votes. Only Owners in good standing shall be entitled to vote. (An Owner in "good standing" shall be one who has paid all assessments then due and is not in default in the performance of any other obligations as an Owner.) There shall be only one vote per Unit. If an Owner is comprised of more than one person, then the vote for such Unit shall be exercised, either fractionally or as an undivided vote, as those Owners themselves determine unanimously and advise the Secretary of the Association in writing by notice as herein provided. In the absence of such notice, the vote attributable to such Unit shall be suspended. Such determination may be revoked by written notice to the secretary of the Association.

2.3. Control by Developer: Until the Unit Owners' assumption of control of the Association (as defined in Section 4): (i) Developer may appoint and remove members of the Board and officers of the Association and exercise powers and responsibilities otherwise assigned to the Association or the Board by law or the Declaration, and (ii) except as provided in Section 4.1, voting rights of the Members shall be exercised by Developer. or its representatives, and not by the Members.

3. **MEETING OF MEMBERS**

3.1. Annual Meeting: The annual meeting of the Members shall be held within the first calendar quarter of each year, at the time and place set by the Board.

3.2. Special Meetings: Special meetings of the Members may be called at any time by the President or by the Board, or upon written request of the Members who are entitled to vote twenty-five percent (25%) of the votes.

3.3. Notice of Meetings: Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by personally delivering or mailing a copy of such notice, postage prepaid, at least seven (7) but no more than sixty (60) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Notice may be waived by any Member in writing filed with the Association records. Attendance by a Member at a meeting without protest shall be deemed a waiver of the notice requirements.

3.4. Quorum: The presence at the meeting of Members or proxies entitled to cast twenty-five percent (25%) of the votes shall constitute a quorum for any action, except as otherwise provided in the Articles, the Declaration, or these Regulations. If, however, such quorum shall not be present or represented at any meeting, then the Members entitled to vote thereat shall have power to adjourn the meeting, without notice other than announcement at the meeting, until a quorum shall be present or be represented.

3.5. Voting Power: Unless otherwise required by law, the Declaration or these Regulations, the affirmative vote of a majority of the voting power of the Owners voting on any matter at a duly-called meeting shall be sufficient to determine such matter, provided that the quorum requirement is met.

3.6. Proxies: At all meetings of Members, each Member may vote in person or by proxy; provided that all proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his/her Unit. The person designated as proxy need not be an Owner. If a first mortgagee has been designated as proxy under the terms of a first mortgage covering a Unit, then the presentation to the Board of a copy of the mortgage containing the proxy designation shall be notice of that designation, and, if the mortgage so states, of the irrevocability of that designation. Written notice to the Board or in a meeting of the revocation of a proxy designation shall not affect any vote or act previously taken.

3.7. Voting by Mail: An Owner may vote by mail on any matter voted on at any meeting of Owners, by written vote mailed or personally delivered to the Secretary of the Association seven days before the date of the meeting. which vote shall be filed with records of the Association.

3.8. Order of Business: The order of business at all meetings of Members shall be as follows:

1. Calling of meeting to order;
2. Roll-call; determination of whether there is a quorum;
3. Proof of notice of meeting or waiver of notice;
4. Reading of minutes of preceding meeting;
5. Reports of officers;

6. Reports of Committees;
7. Election of Managers (when appropriate);
8. Unfinished and/or old business;
9. New business; and
10. Adjournment.

3.9. Action Without a Meeting: Any action which may be taken at a meeting of Members may be taken without a meeting by a writing signed by a majority of the total voting power of all Members in good standing, which writing shall be filed with the records of the Association.

4. BOARD OF MANAGERS; SELECTION; TERM OF OFFICE

4.1. Number: The rights, powers and duties conferred upon the Association by the Declaration, the Regulations and by law, shall be exercised and carried out by an elected Board of Managers and officers of the Association. The initial Board shall consist of three persons appointed by Developer who shall serve until a special membership meeting called by the President of the Association not later than after the sale of forty-seven (47) Units (such number being twenty-five percent (25%) of the maximum number of Units that may be constructed pursuant to the Declaration). At such meeting, the Unit Owners (other than Developer) shall elect a fourth member to the Board who shall be a Unit Owner; the other three Managers shall be appointed by Developer. At a special meeting of the members of the Association called by the President of the Association not later than after the sale of ninety-three (93) Units (such number being fifty percent (50%) of the maximum number of Units that may be constructed pursuant to the Declaration), the Unit Owners (other than Developer) shall elect a fifth member to the Board (who shall also be a Unit Owner); three of the Managers shall be appointed by Developer. None of Developer's appointees must be Owners or occupiers of Units but all other Board members must be an Owner of a Unit. Once the deed has been recorded for the sale of the first Unit by Developer, the Declaration may not be amended to increase the period or scope of control by Developer.

Not later than 30 days after the earlier to occur of- (x) five years after the Association is incorporated, or (y) the sale of one hundred forty (140) Units (such number being seventy-five percent (75%) of the maximum number of Units that may be constructed pursuant to the Declaration), the President of the Association shall call a special meeting of the members of the Association wherein all members shall elect a new Board, consisting of at least three (but no more than five) persons. This is referred to as "the Unit Owners' assumption of control of the Association." All persons so elected shall take office immediately.

4.2. Term of Office: At the first annual meeting after the Unit Owners assume control of the Association, the Members shall elect at least three (but no more than five) managers: one for a term of one year, one for a term of two years and one for a term of three years (or if more than three managers, in such staggering terms as are proportional to the foregoing). At each annual meeting thereafter, the Members shall elect between three and five new managers for terms of two years each.

4.3. Removal: Any Manager appointed by Developer may be removed at any time with or without cause. Any Manager may be removed from the Board, with or without cause, by a majority vote of the Members.

4.4. Vacancies: Vacancies in the Board in any elected position shall be filled by election of a new person either at a special meeting called for that purpose or at the next

annual meeting. Vacancies in the Board in a position occupied by a person appointed by Developer shall be filled by Developer.

4.5. Compensation: No Manager shall receive compensation for any services rendered to the Association; provided, however, that Managers may be reimbursed for actual expenses incurred in the performance of their duties.

5. NOMINATION AND ELECTION OF MANAGERS

5.1. Nomination: Except for those Managers designated by Developer, nomination for election to the Board shall be made by a nominating committee. When Unit Owners are entitled to elect to Board, nominations may also be made from the floor at the annual meeting. The nominating committee shall consist of a chairman, who shall be a member of the Board, and two or more Members. The nominating committee shall be appointed by the Board prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The nominating committee shall make as many nominations for election to the Board as it shall in its direction determine, but not less than the number of vacancies that are to be filled.

5.2. Election: Election to the Board shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and these Regulations. The nominees receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

5.3. Control by Developer: Until the Unit Owners' assumption of control of the Association (as defined in Section 4.1): (i) Developer may appoint and remove members of the Board and officers of the Association and exercise powers and responsibilities otherwise assigned to the Association or the Board by law or the Declaration, and (ii) except as provided in Section 4.1, voting rights of the Members shall be exercised by Developer, or its representatives, a

6. MEETINGS OF MANAGERS

6.1. Regular Meetings: Regular meetings of the Board shall be held on the first Tuesday of each month, or at such other place and time as may be determined by the Board.

6.2. Special Meetings: Special meetings of the Board shall be held when called by the President of the Association, or by any two Managers, after not less than three days' notice to each manager. Such notice shall specify the place, day and hour of the meeting, and the purpose of the meeting. Notice may be waived by any Manager in writing filed with the Association records. Attendance by a Manager at a meeting without protest shall be deemed a waiver of the notice requirements.

6.3. Quorum: A majority of the total number of Managers shall constitute a quorum for the transaction of business by the Board. Every act or decision done or made by a majority of the managers present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. If, however, such quorum shall not be present or represented at any meeting, then the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or be represented.

6.4. Voting Power: Unless otherwise required by law, the Declaration or these Regulations, the affirmative vote of a majority of the Managers voting on any matter at a duly-called meeting shall be sufficient to determine such matter, provided that the quorum requirement is met.

6.5. Open Meetings: All meetings of the Board shall be open to all Members. Adequate notice of all meetings shall be posted conspicuously on the Condominium Property at least 48 hours in advance of the meetings, except in cases of emergency.

6.6. Action Taken Without a Meeting: The Managers shall have the right to take any action in the absence of a meeting that they could take at a meeting by obtaining the written approval of all of the Managers. Any action so approved shall have the same effect as though taken at a meeting of the Managers.

7. POWERS AND DUTIES OF THE BOARD OF MANAGERS

7.1. Powers: The Board shall have power to:

7.1.1. adopt and publish rules and regulations governing the use of the Common Areas and the personal conduct of the Members and their guests thereon, and to establish penalties/fines for the infraction thereof,

7.1.2. levy assessments and suspend a Member's voting rights and rights to use the Common Areas during any period in which such Member is in **default** in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed thirty (30) days for infraction of published rules and regulations;

7.1.3. exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these Regulations, the Articles of Incorporation, or the Declaration;

7.1.4. declare the office of a member of the Board to be vacant in the event such member shall be absent from three consecutive regular meetings of the Board;

7.1.5. employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;

7.1.6. purchase, lease, sell exchange and dispose of property;

7.1.7. enter into contracts; grant permits, licenses and easements over the Common Areas for purposes deemed to be reasonably necessary, useful or desirable;

7.1.8. employ a managing agent and such other persons or firms to perform services that the Board authorizes; and

7.1.9. take all actions deemed necessary to comply with the requirements of laws.

7.2. Duties: It shall be the duty of the Board to:

7.2.1. 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 the

Members, or at any special meeting when such statement is requested in writing by twenty-five percent (25%) of the Members who are entitled to vote;

7.2.2. supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

7.2.3. as more fully provided in the Declaration, to:

7.2.3.1. fix the amount of the annual assessment against each Unit at least 30 days in advance of each annual assessment period;

7.2.3.2. send written notice of each assessment to every Owner subject thereto at least 30 days in advance of each annual assessment period; and

7.2.3.3. foreclose the lien against any Unit for which assessments are not paid within thirty ('30) days after the date due, or to bring an action at law against the Owner personally obligated to pay the same;

7.2.4. issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states that an assessment has been paid, then such certificate shall be conclusive evidence of such payment;

7.2.5. procure and maintain adequate insurance on the Common Areas or any other property owned by the Association, pursuant to the Declaration;

7.2.6. cause all officers or employees having fiscal responsibilities to be bonded, as required by the Declaration;

7.2.7. cause the Common Areas to be maintained as provided in the Declaration; and

7.2.8. pay the Common Expenses out of the Association's funds for the following:

7.2.8.1. utilities and related facilities;

7.2.8.2. casualty, liability, workers' compensation and other insurance as provided in the Declaration;

7.2.8.3. wages and fees for services of any person or firm employed by the Association.

7.2.8.4. the cost of landscaping, maintaining the lawn, snow removal, painting, cleaning, decorating, maintaining, repairing and replacing the Common Areas;

7.2.8.5. the cost of special services provided by the Association;

7.2.8.6. amounts necessary to discharge mechanics' liens levied against the Condominium Property (provided that this shall not limit any statutory provisions); and

7.2.8.7. the cost of any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance or other

common expenses that the Association is required to or permitted to secure or pay for pursuant to the terms of the Declaration, these Regulations or by law, or which in the Board's opinion is necessary or proper for the maintenance, repair, replacement or operation of the Condominium Property as a first-class property or for the enforcement or interpretation of the Declaration or these Regulations.

7.3. No Obligation to Sue Developer: Notwithstanding anything herein to the contrary, neither the Board nor the Association shall have any fiduciary duty or obligation to bring an action against Developer for alleged construction defects.

7.4. Standard for Managers: Managers shall be required to exercise their reasonable business judgment when performing their duties and obligations set forth in these Regulations.

8. OFFICERS AND THEIR DUTIES

8.1. Enumeration of Officers: The officers of this Association shall be a President and Vice-President (who shall at all times be members of the Board), a Secretary, and a Treasurer, and such other officers as the Board may from time to time create by resolution. The same person may simultaneously hold more than one office.

8.2. Election of Officers: The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

8.3 Term: The officers of this Association shall be elected annually by the Board and each shall hold office for two years unless he/she shall sooner resign or be removed, or otherwise become disqualified.

8.4. Special Appointment: 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.

8.5. 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 unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

8.6. Vacancies: Vacancies in any office shall be filled by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he/she replaces.

8.7. Duties: The duties of the officers are as follows:

8.7.1. President -- The President shall be the chief executive officer of the Association, shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all contracts, leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes of the Association.

8.7.2. Vice President -- The Vice President shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

8.7.3. Secretary -- The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as are required by the Board.

8.7.4. Treasurer -- The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; co-sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association's books to be made by a certified public accountant at the end of each fiscal year; and prepare an annual budget and a statement of income and expenditures' to be presented to the membership at their regular annual meeting, and deliver a copy of each to the Members.

8.8. Compensation: No officer shall receive compensation for any services rendered to the Association-, provided, however, that officers may be reimbursed for actual expenses incurred in the performance of their duties.

8.9. Standard for Officers: Officers shall be required to exercise their reasonable business judgment when performing their duties and obligations set forth in these Regulations.

9. COMMITTEES

9.1. Appointment of Committees: The Association shall appoint a nominating committee, as provided in these Regulations. In addition, the Board shall appoint other committees as it deems appropriate to carry out its purposes.

9.2. Duties: It shall be the duty of each committee to receive complaints from Members on any matter involving Association functions, duties and activities within its field of responsibility, and to dispose of them as it deems appropriate.

9.3. Reports: Each committee shall keep reports and accounts of its proceedings and transactions. Any action by the committee shall be reported to the Board at its next succeeding meeting and shall be subject to review and approval by the Board.

10. BOOKS AND RECORDS

10.1. Books and Records: The Association shall maintain current copies of the Declaration, and the Articles of Incorporation, Regulations, Rules, books, records and financial statements of the Association. Upon the reasonable request of any Member, Eligible Mortgagee or Eligible Insurer, the Association shall make available for inspection current copies of the Declaration, and the Articles of Incorporation, Regulations, Rules, books, records and financial statements of the Association.

10.2. Annual Statements: At or before each annual meeting of Members, the Board shall furnish to each Member a financial statement containing a summary of the assets and liabilities of the Association as of the previous accounting year, and a 9. statement of the income and disbursements for the previous year.

11. ASSESSMENTS

11.1. Standard: As more fully provided in the Declaration, each Member is obligated to pay to the Association initial, annual, unit and special assessments. All assessments are

secured by a continuing lien upon the Unit against which the assessment is made. Any assessments not paid when due shall be delinquent and, if not paid within ten (10) days after the due date, shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum or the highest rate permitted by law, shall be subject to a collection charge of Twenty-Five Dollars (\$25.00), which amount is subject to increase from time to time in the Board's discretion, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property (in which case, interest, costs, and reasonable attorneys' fees shall be added to the amount of such unpaid assessment). No Owner may waive or otherwise escape liability for any assessments by nonuse of the Common Areas or abandonment of his/her Unit.

11.2. Units Owned by Developer: Developer will assume the rights and obligations of an owner with respect to Units constructed but not sold, including without limitation, paying applicable Assessments (but not initial assessments) on any Developer-owned Units, beginning the first month after the later to occur of (i) recordation of the Declaration, or (ii) completion of construction of that Unit, and continuing until the sale of that Unit, at which point the purchaser shall be responsible for paying applicable Assessments (including initial assessments) as set forth in the Declaration. For purposes of this paragraph only, "completion of construction" of a Unit shall be deemed to occur upon installation of carpeting in that Unit. Developer has agreed to fund any operating deficit of the Association from its inception until the earlier to occur of (x) the Unit Owners' assumption of control of the Association, or (y) one year after the sale of the first Unit.

12. RULES AND REGULATIONS

12.1. The Association may make and enforce reasonable rules and regulations governing the use of the Property, which shall be consistent with the Declaration. The Association shall have the power to impose sanctions on Owners, including without limitation: (i) reasonable monetary fines which shall be considered assessments, (ii) suspension of the right to vote as Member of the Association, and (iii) suspension of the right to use the Common Areas. In addition, the Board shall have the power to seek relief in any court for violations or to abate unreasonable disturbances. If the Board expends funds for attorneys' fees or litigation expenses in connection with enforcing these Regulations, the Declaration, or the rules and regulations against any Owner, tenant, guest or invitee of any Owner, then the amount shall be considered an assessment and the Association shall have a lien for same.

13. AMENDMENTS

13.1. These Regulations may be amended, at a regular or special meeting of the Members, by an affirmative vote of at least seventy-five percent (75%) of the voting power of the Association, provided that the meeting notice contained a complete statement of the proposed amendment. Any amendment affirmed pursuant to these provisions shall be effective upon recording same in the Greene County, Ohio Recorder's Office.

13.2. In the case of any conflict between the Articles and these Regulations, the Articles shall control; and in the case of any conflict between the Declaration and these Regulations, the Declaration shall control.

13.3. For as long as Developer owns one or more Units, no amendment shall be made to these Regulations without the express written consent of Developer.

13.4. The approval of Eligible Mortgagees holding first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to such mortgages appertain shall be required for any material amendment to these Regulations, or the addition of any material provision, which establishes, provides for, governs or regulates any of the following: (i) voting; (ii) assessments, assessment liens or subordination of such liens, (iii) reserves for maintenance, repair and replacement of the Common Areas; (iv) insurance or fidelity bonds; (v) rights to use the Common Areas; (vi) responsibility for maintenance and repair of the several portions of the Condominium Property; (vii) expansion or contraction of the Condominium Property or the addition or annexation of property thereto or the withdrawal of property therefrom, unless the expansion, addition or annexation is in accordance with Article 9 of the Declaration; (viii) redefinition of the boundaries of any Unit (except that when boundaries of only adjoining Units are involved, or a Unit is being subdivided, then only those Unit Owners and the Eligible Mortgagees holding first mortgages in such Unit or Units must approve such action); (ix) reallocation of interests in the Common Areas or Limited Common Areas (except that when Limited Common Areas are reallocated by agreement between Unit Owners, only those Unit Owners and only the Eligible Mortgagees holding first mortgages on such Units must approve such action); (x) convertibility of Units into Common Areas or of Common Areas into Units; (xi) leasing of Units; (xii) imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit; (xiii) establishment of self-management by the Association where professional management has previously been required by the Condominium Documents, any Eligible Mortgagee or Eligible Insurer; (xiv) restoration or repair of the Condominium Property (after damage or partial condemnation) in a manner other than as specified in the Condominium Documents; or (xv) provisions that expressly benefit Eligible Mortgagees or Eligible Insurers.

Notwithstanding the foregoing, the approval of Eligible Mortgagees shall not apply to any amendment to these Regulations in connection with (i) the termination of the Condominium pursuant to Article 5 of the Declaration; or (ii) an expansion, **addition or annexation in accordance with Article 9 of the Declaration or to** a reallocation of interests in the **Common Areas which occurs pursuant to such** an expansion, addition or annexation.

14. MISCELLANEOUS

14.1. Enforcement: These Regulations may be enforced by any proceeding at law or in equity, by Developer, any Owner, the Association, the Board, and their heirs, successors and assigns, against any person(s) violating, or attempting to violate, any covenant or restriction, to restrain and/or to enjoin violation, to obtain a decree for specific performance as to removal of any nonconforming Improvement, and to recover damages (including without limitation reasonable attorneys' fees). The failure or forbearance to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of these rights.

14.2. Indemnification: The Association shall indemnify its officers and Managers to the full extent permitted by the Nonprofit Corporation Law of Ohio. The Association may, to *such extent* and in *such manner* as is determined by the Board of Directors, but in no event to an extent greater than is permitted by the Nonprofit Corporation Law of Ohio, indemnify any employees or agents of the Association permitted to be indemnified by the provisions of the Nonprofit Corporation Law of Ohio.

14.3. Fines; Penalties: If any Owner violates the provisions of these Regulations in a manner that entitles the Association to levy a fine or impose a penalty on such Owner or suspend voting rights or rights to use the Common Areas, then the Association shall

provide the Owner ten (10) days' written notice of his/her default and the opportunity to be heard by the Board (or a duly appointed committee), prior to imposition of the fine, penalty or suspension. Each Owner shall have a cause of action against the Association for failure to comply with the provisions of these Regulations or any applicable law.

14.4. Severability: If any article, section, paragraph, sentence, clause or word in these Regulations is held by a court of competent jurisdiction to be in conflict with any law of the State of Ohio, then the requirements of such law shall prevail and the conflicting provision or language shall be deemed void in such circumstance; provided that the remaining provisions or language of these Regulations shall continue in full force and effect.

14.5. Enforcement Waiver: Failure of Developer, the Association or any Owner to enforce such provisions in any manner shall not constitute a waiver of any right to enforce any violation of such provisions.

14.6. Captions: The caption of each Article and Section of these Regulations is inserted only as a matter of reference and does not define, limit or describe the scope or intent of the provisions of these Regulations.

14.7. Fiscal Year: The fiscal year of the Association shall begin on January 1 and shall end on December 31 every year, except that the first fiscal year shall begin on the date of incorporation of the Association.

14.8. Notices: Written notices and requests shall be deemed given when delivered in person or mailed by regular mail, postage prepaid, properly addressed, to the Board or the Association if addressed to the Secretary and, to a Unit Owner, if addressed to the last address appearing on the Association's records.