

AMENDED CODE OF REGULATIONS (BYLAWS) OF
CONCORD VILLAGE AREA ASSOCIATION

ARTICLE I
NAME AND LOCATION

The name of the Association is "Concord Village Area Association" ("the Association"), which corporation, not-for-profit, was created in 1985 pursuant to the provisions of Chapter 1702 of the Revised Code of Ohio. The Association is further identified as Ohio Charter No. 647437. The principal office of the Association is in Columbus, Franklin County, Ohio, and the place of meetings of members and of the Directors of the Association shall be at such place in Franklin County, Ohio, as the Directors may from time to time designate.

ARTICLE II
PURPOSES

The purposes of the Association are as set forth in the Association's Articles of Incorporation ("the Articles"), as amended to date, the provisions of all of the plats, deeds, declarations, and other documents and instruments listed in the document attached hereto as Code of Regulations Attachment 1 (which documents is made a part of this Code by this reference) and, upon the recording of this Amended Code of Regulations, the provisions of Chapter 5312 of the Ohio Revised Code (Ohio's "Planned Community Act"), provided, however, that the Association shall not take any action that would disqualify it to elect to be treated as a qualified homeowners' association under the provisions of Section 528 of the Internal Revenue Code, or provisions successor thereto.

ARTICLE III
MEMBERSHIP

Section I. Composition. Every person or entity who is the record owner of a fee or undivided fee simple interest in a "residential dwelling unit" in "the Concord Village developments" (as identified in Attachment 1) shall be a member of the Association, and is called "a member". The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a residential dwelling unit, and transfer of a residential dwelling unit shall automatically transfer membership to the transferee. For the purposes of this Code of Regulations, (a) "the Concord Village developments" means and includes all of the real property within the area described in Attachment 1 to the Articles, as amended, and this Code, and (b) "residential dwelling unit" means an apartment, condominium unit, single family home, or any part, parcel, or portion of real estate in the Concord Village developments which provides living accommodations for a family or other living unit, from the time an occupancy permit is first issued with respect thereto by the appropriate public Authorities. Motels, hotels, boarding houses, group homes or other commercial facilities (other than apartment or townhouse style accommodations) shall, for these purposes, not be deemed to be residential dwelling units.

Section 2. Annual Meetings. The Association shall hold an annual meeting of members during the second calendar quarter of each year on a date and at an hour established, from time to time, by the Directors. This meeting shall be open to attendance by all of the members.

Section 3. Special Meetings. Special meetings of the members may be called at any time by the president or by the Directors, or upon written request of members entitled to exercise one-fourth (1/4th) or more of the voting power of members.

Section 4. Notice of Meetings. Written notice of each meeting of members shall be given by, or at the direction of, the person or persons authorized to call the meeting, by (a) mailing a copy of such notice, postage prepaid, at least five 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, or (b) by delivering a copy of that notice to such address at least five days before the meeting, or (c) by authorized communications equipment, which equipment shall include email and all similar methods of communication, to the email or similar address furnished by the voting member for transmissions by the Association by authorized communications equipment. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 5. Quorum. The members present, in person or by proxy by their duly authorized representative or representatives, at any duly called and noticed meeting of members, shall constitute a quorum for such meeting.

Section 6. Proxies. At any meeting of members, a member, through his, her, or its representative or representatives, 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.

Section 7. Voting Power. Each member, through his, her, or its representative or representatives, with respect to actions to be taken by members, shall have that number of votes in the Association as is equal to the number of residential dwelling units owned by that member. If a residential dwelling unit is owned by more than one member, the vote with respect to that residential dwelling unit shall be cast only as they might agree, provided, that unless timely challenged by another part owner of that residential dwelling unit, one owner may cast the ballot with respect to that unit. No member may vote at any time that any charge or assessment owed by that member to the Association is due and remains unpaid. Except as provided in the Articles, or otherwise herein, or by law, a majority of the votes cast at a duly called and noticed meeting shall be sufficient to determine that matter.

Section 8. Action in Writing Without Meeting. Any action that could be taken by members at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, executed manually or electronically by members exercising two-thirds (2/3rds) or more of the voting power of members.

ARTICLE IV
BOARD OF DIRECTORS

Section 1. Current Directors. The Directors (who have been referred to as "Trustees" or "Managers" prior to the adoption of this Amended Code of Regulations) as of the date of adoption of this Amended Code of Regulations are the following members:

<u>Name and Address</u>	<u>Term Ends at Annual Meeting In:</u>
Patricia Kane 2227 Adner Court Columbus, Ohio 43220	2019
Ramya Goyal 2230 Concord Village Drive Columbus, Ohio 43220	2018
Michael Brown 4857 Pleasant Valley Drive Columbus, Ohio 43220	2019

Each of those directors shall serve until he or she resigns, is removed, ceases to be a member of the Association, or until the conclusion of the annual meeting of the members that occurs on the date of expiration of the directors term.

Section 2. Successor Directors. The Association is currently managed by a board of three directors, each of whom is serving a three year term. At each annual meeting following the adoption of this Amended Code of Regulations, the members shall elect one Director to replace the Director whose term then expires, for a term of three years. A Director must be a member and efforts will be made to include at least one Director who resides on the opposite side (east or west) of Concord Village Drive/Arlington Centre Boulevard, when possible, though this shall not be construed as a strict requirement. The members, at a duly called and noticed meeting, by vote of members exercising a majority of the voting powers of members, may change the number of Directors and the length of the terms of Directors.

Section 3. Removal and Replacements. Any Director may be removed from the Board, with or without cause, by a majority vote of the members. In the event of the death, resignation, disqualification or removal of a Director, that Director's successor shall be appointed by the remaining members of the Board, and shall serve until the next annual meeting of members, when a Director shall be elected to complete the term of such deceased, resigned, disqualified, or removed Director.

Section 4. Compensation. Unless otherwise determined by the members 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 for his or her actual expenses incurred in the performance of duties, and may be paid for any work

performed as a contractor or employee working for the Association and performing a function that is not part of the function of that Director as a Director.

Section 5. Regular Meetings. Regular scheduled meetings of the Directors shall be held no less than quarterly, without notice, on such date and at such place and hour as may be fixed from time to time by resolution of the Directors, or action of the President of the Association.

Section 6. Special Meetings. Special meetings of the Directors shall be held when called by the President, or when called by a majority of the Directors, after not less than three days notice to each Director.

Section 7. Quorum. The presence at any duly called and noticed meeting, in person or by proxy, of a majority of the total number of Directors, shall constitute a quorum for such meeting.

Section 8. Proxies. At any meeting of Directors, a Director 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.

Section 9. Voting Power. Each Director shall have a single vote. Any action that may be taken by the Directors shall require the affirmative approval of a majority of the Directors.

Section 10. Action in Writing Without a Meeting. Any action that could be taken by the Directors at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings (including and electronic writing), of all the Directors.

Section 11. Powers. The general management of the affairs of the Association shall be vested in the Directors, who shall have all power and authority, under law, and hereunder, that are not specifically reserved to members. Without limiting the generality of the foregoing, the Directors shall have the right, power, and authority to:

- (a) take all actions deemed necessary or desirable to comply with all requirements of law;
- (b) obtain insurance coverage in amounts deemed adequate by them;
- (c) maintain the lakes and other areas to be maintained by the Association, and employ others to perform such maintenance;
- (d) establish, enforce, levy and collect charges and assessments, charge late fees and charges for assessments not paid on time, assess collection costs, including but not limited to reasonable attorney fees, incurred in the collection of any delinquent fee or assessment, and file and foreclose liens therefor, as hereinafter provided;
- (e) suspend the right of a member to vote during such time as the charges and assessments of that member remain due and unpaid;

- (f) enter into contracts on behalf of the Association and employ the services of a managing agent or agents, which managing agent or agents may be employed to manage or perform any duty or duties or function or functions assigned by the Directors ; and
- (g) do all things and take all actions permitted to be taken by the Association by law, not specifically reserved thereby to members.

Section 12. Duties. It shall be the duty of the Directors to:

- (a) cause to be kept a complete record of all their acts and corporate affairs and to present a statement thereof to members at each annual meeting of members, or at any special meeting when such statement is requested in writing by any member;
- (b) supervise all officers, agents, and employees of the Association and see that their duties are properly performed;
- (c) as more fully hereinafter provided, to:
 - (i) fix the amount of charges and assessments against each member;
 - (ii) give written notice of each charge or assessment to every member within the time limits set forth herein;
 - (ii) establish and impose uniform late fees and charges, and assess collection costs (including reasonable attorney's fees) in any case where a member is delinquent in the payment of any properly levied assessment or charge; and
 - (iii) cause liens to be filed and bring actions (including but not limited to civil actions and actions in foreclosure) against members obligated to pay a charge or assessment if not paid within a reasonable time after the same becomes due;
- (d) procure and maintain reasonable amounts of insurance, and insurance coverages, as determined from time to time by the Directors; and
- (e) take all other actions required to comply with all requirements of law and this Code of Regulations.

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 Directors may from time to time determine. No officer need be a Director. The same person may hold more than one office.

Section 2. Selection and Term. The officers of the Association shall be selected by the Directors, from time to time, to serve until the Directors select their successors.

Section 3. Special Appointments. The Directors 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 Directors may, from time to time, determine.

Section 4. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Directors.

Any officer may resign at any time by giving written notice to the Directors, 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 Directors may from time to time determine. Unless the Directors otherwise determine, the duties of the officers shall be as follows

- (a) President. The president shall preside at all meetings of the Directors, shall have the authority to see that orders and resolutions of the Directors are carried out, and shall sign all legal instruments on behalf of the Association, together with either the secretary or the treasurer.
- (b) Secretary. The secretary shall record the votes and keep the minutes and proceedings of meetings of the Directors and of members, serve notice of meetings of the Directors and of members, 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 appropriate bank accounts of all monies of the Association, the disbursement of such funds as directed by resolution of the Directors, the keeping of proper books of account, the preparation and filing of all necessary tax returns, and the preparation of an annual budget.

ARTICLE VI **ASSESSMENTS**

Section 1. Budget. Prior to the beginning of each calendar year the Directors shall estimate the amounts reasonably necessary to defray all costs and expenses to be incurred by the Association during that next calendar year, including, without limiting the generality of the foregoing, the following:

- (a) the estimated cost of the maintenance and other services to be provided by the association;

- (b) the estimated costs for insurance to be provided and paid for by the Association; and the estimated costs for the operation, management, and administration of the Association, including, but not limited to, fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association, and other costs reasonably anticipated to be incurred in connection with the orderly operation of the Association;

And shall have the power to add to such amount any further amount deemed necessary to maintain an adequate operating reserve and establish a budget for the Association for that coming year.

Section 2. Apportionment and Levy of Assessments. The Directors shall thereupon establish an assessment for such calendar year for each residential dwelling unit by dividing the amount so budgeted by the sum of (a) two times the number of residential dwelling units in the Concord Village developments that lie west of Arlington Centre Boulevard and and/or that portion of Concord Village Drive that lies south of the lakes, and (b) the number of residential dwelling units in the Concord Village developments that lie east of Arlington Centre Boulevard and/or that portion of Concord Village Drive that lies south of the lakes, and assessing each residential dwelling unit that lies to the west an amount equal to two times the result so obtained and each residential dwelling unit that lies to the east an amount equal to the result so obtained. The result then, is that each residential dwelling unit west of those streets will be assessed an amount equal to twice that which will be assessed to each residential dwelling unit east of those streets, and is done in recognition of the fact that the amenities to be maintained by the Association are substantially larger on the west side of those streets.

Section 3. Effective and Payment Dates. Assessments shall be payable, in advance, annually, or in such periodic installments as the Directors may from time to time determine. The due date or dates of any assessment or installment of an assessment shall be established by the Directors. Any assessment created pursuant hereto shall be effective provided it is created as provided herein, if written notice of the amount thereof is sent by the Directors to the member subject thereto at least ten (10) days prior to the due date of the assessment, or if to be paid in installments, the first installment thereof. Such notice shall specify the address to which the payment is to be made or delivered. Written notice mailed or delivered to the member's residential dwelling unit shall constitute notice to that member, unless the member has delivered written notice to the Directors of a different address for such notices, in which event the mailing of the same to that last designated address shall constitute notice to that member.

Section 4. Effect of Nonpayment of Assessment; Remedies of the Association.

- (a) If any assessment or any installment thereof if it is to be paid in installments is not paid within thirty (30) days after the same has become due, the Directors, at their option, without demand or notice, may (i) declare the entire unpaid balance of the assessment for that calendar year immediately due and payable, (ii) charge interest on the entire unpaid balance (or on an overdue installment, alone, if they haven't exercised their option to declare the entire unpaid balance due and payable), at the highest rate of interest

then permitted by law, or at such lower rate as the Directors may from time to time determine, and (iii) charge a reasonable, uniform, late fee, as determined from time to time by the Directors.

- (b) Annual assessments, together with interest, late charges, and costs, including reasonable attorney's fees, shall be a charge and a continuing lien in favor of the Association upon the residential dwelling unit against which each such assessment is made.
- (c) At any time after an installment of an assessment levied pursuant hereto remains unpaid for thirty (30) or more days after the same has become due and payable, a certificate of lien for all or any part of the entire unpaid balance of the assessment for that calendar year, and interest and costs, may be filed with the Recorder of Franklin County, Ohio, pursuant to authorization given by the Directors. The certificate shall contain a description of the residential dwelling unit against which the lien exists (or larger parcel of which it is a part, if that residential dwelling unit is part of a larger parcel), the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the assessments and charges, and shall be signed by the president, secretary, treasurer, or other designated officer of the Association.
- (d) The lien provided for herein shall remain valid for a period of five (5.) years from the date a certificate of lien or renewal certificate was duly filed therefor, unless sooner released or satisfied in the same manner provided by law in the State of Ohio for the release and satisfaction of mortgages on real property, or discharged by the final judgment or order of a court in an action brought to discharge the lien.
- (e) Any member who believes that an assessment chargeable to his, her, or its residential dwelling unit (for which a certificate of lien has been filed by the Association) has been improperly charged against that unit, may bring an action in the Court of Common Pleas of Franklin County, Ohio for the discharge of that lien. In any such action, if it is finally determined that all or a portion of the assessment has been improperly charged to that unit, the court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien.
- (f) Each such assessment, together with interest, late charges and costs, including reasonable attorney's fees, shall also be the joint and several personal obligation of the members who owned the residential dwelling unit at the time when the assessment fell due. The obligation for delinquent assessments, interest, late charges and costs shall not be the personal obligation of that member's or those members' successors in title,, provided, however, that the right of the Association to a lien against that

residential dwelling unit, or to foreclose any lien thereon for these delinquent assessments, interest, late charges and costs, shall not be impaired or abridged by reason of the transfer, but shall continue unaffected thereby.

- (g) The Association, as authorized by the Directors, may file a lien or liens to secure payment of delinquent assessments, interest, late charges and costs, including reasonable attorney's fees, bring an action at law against the member or members personally obligated to pay the same, bring an action to foreclose a lien, or any one or more of these. In any foreclosure action, the member or members affected shall be required to pay a reasonable rental for that residential dwelling unit during the pendency of such action, and the Association as plaintiff in any such foreclosure action shall be entitled to become a purchaser at the foreclosure sale. In any such foreclosure action, interest and costs of such action (including attorneys' fees) shall be added to the amount of any such assessment, to the extent permitted by Ohio law.

Section 5. Subordination of the Lien to First Mortgages. The lien of the assessments and charges provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on a residential dwelling unit recorded prior to the date on which such lien of the Association arises, and any holder of such first mortgage which comes into possession of such unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid installments of assessments and charges against the mortgaged residential dwelling unit which became due and payable prior to the time such holder or purchaser took title thereto.

Section 6. Certificate Regarding Assessments. The Directors shall, upon demand, for a reasonable charge, furnish a certificate signed by the president, treasurer, secretary, or other designated representative of the Association, setting forth whether the assessments on a specified property have been paid. This certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Excess Funds. If assessments collected for any calendar year exceed the amounts needed to meet the anticipated expenses for which the same have been collected, the excess shall be retained as reserves, and shall in no event be deemed profits, nor available, except on dissolution of the Association, for distribution to members.

ARTICLE VII **COMMITTEES**

The Directors shall appoint such committees as they deem appropriate in carrying out the purposes of the Association.

ARTICLE VIII
BOOKS AND RECORDS

All books, records, and financial statements of the Association shall be available during normal business hours or under other reasonable circumstances, upon request to the Association, for inspection by representatives of members, lenders, and the holders, insurers, and guarantors of first mortgages on residential dwelling units.

ARTICLE IX
AMENDMENTS

This Code of Regulations may be amended only with the same approvals as are required to amend the Association's Articles of Incorporation.

CONCORD VILLAGE AREA ASSOCIATION

Ohio Charter No. 647437

MINUTES
OF ACTION TAKEN
BY THE MEMBERS OF
CONCORD VILLAGE AREA ASSOCIATION

DATE OF ACTIONS: May 12, 2016

The initial Articles of Incorporation of Concord Village Area Association, an area (and "master") homeowner's association in the City of Upper Arlington, Franklin County, Ohio (hereinafter, the "Association"), as filed and recorded with the office of the Ohio Secretary of State on January 14, 2015, contained an error in that the Articles of Incorporation refer to and incorporate an attachment, identified as "Attachment 1", that does not appear and cannot be found in the office of the Ohio Secretary of State. The attachment that is missing was an attachment identifying the parcels of real estate that are the subject of the jurisdiction and powers of this planned community area homeowner's association. Additionally, the Articles identify and refer to Trustees (Managers), where pursuant to a change in Ohio Law, the persons elected to govern a not-for-profit organization including the Association are now called Directors. By the actions memorialized by this instrument, the members of the Association amend the Articles of Incorporation to correct this error and make this change of the title of the Trustee (Managers) of the Association.

The undersigned, being all of the directors and all of the officers of Concord Village Area Association, an Ohio nonprofit corporation, hereby certify that by more than a majority vote and consent of the members of the Association, which vote was taken by the members at the May 12, 2016 meeting of the members of the Association, the Member amend the Articles of Incorporation of the Association as follows:

RESOLVED, that initial Articles of Incorporation are hereby amended and supplemented to add the documents attached to this resolution as Attachment 1 identifying the parcels of real estate that are the subject of the jurisdiction and powers of this planned community area homeowner's association as Attachment 1 of the Articles; and

RESOLVED, that all references to "Trustees" or "Managers" contained in the Articles of Incorporation are changed and modified to now identify such persons as Directors.

IN WITNESS WHEREOF, the undersigned, being all of the directors and all of the officers of Concord Village Area Association, an Ohio nonprofit corporation, hereby certify that the foregoing amendments to the Articles of Incorporation of the Association have been made and approved by the Members of the Association in accordance with the provisions of §1702.38 of the Ohio Revised Code and the provisions of the original Articles of Incorporation and the Code of Regulations of the Association.

Patricia Kane, Director

Patricia Kane, President

Ramya Goyle, Secretary

Ramya Goyle, Secretary

Michael Brown, Treasurer

Michael Brown, Treasurer

CONCORD VILLAGE AREA ASSOCIATION

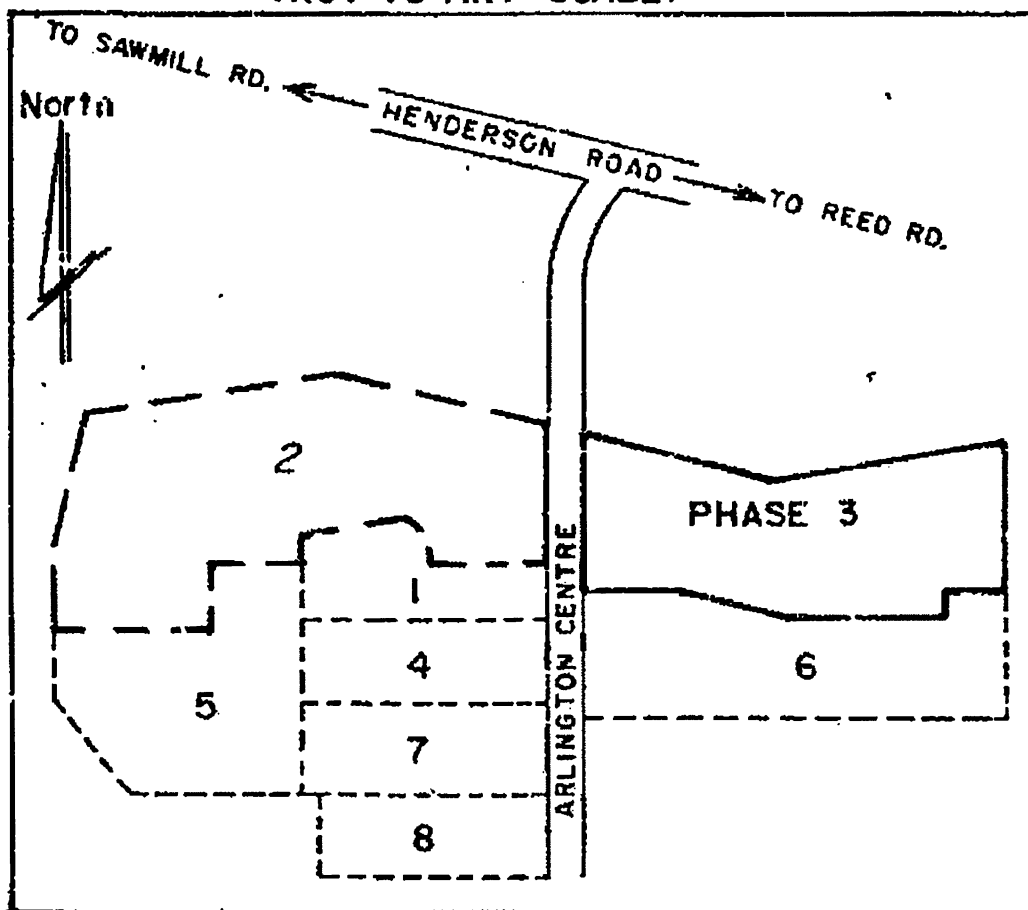
Amended Code of Regulations

Attachment 1

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Sketch of Area Governed by Association

Location - Index Map
(NOT TO ANY SCALE)



CONCORD VILLAGE AREA ASSOCIATION
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CONCORD VILLAGE AREA ASSOCIATION

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3/29/1974 Waiver of Restriction and Limitation of Assessments Granted to NE Co.	162	59
5/2/1980 Affidavit - Waiver and Amend of Restrictions - Arlington Centre	3792	79
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2/17/1983 Warranty Deed - Concord Village	2488	A17
7/21/1983 Warranty Deed - Concord Village	3073	A01
7/29/1983 Declaration of Covenants - Concord Townhomes	3113	D19
12/20/1983 Declaration of Covenants Ph 6B - Concord Village	3697	A05
12/20/1983 Declaration of Covenants Ph 6B - Concord Village	3697	A05
10/5/1984 Declaration of Covenants Ph 6C - Concord Village	4868	F05
10/25/1984 Declaration of Covenants Ph 6C - Concord Village	4940	D18
1/28/1985 Declaration of Covenants Ph 6D - Concord Village	5302	H11
7/18/1985 Declaration of Covenants Ph 6E - Concord Village	5965	E07
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<u>Concord Village Condominium Governing Documents</u>		
7/21/1980 Declaration & Bylaws - Concord Village Condominium	3804	447
9/26/1980 Amendment to the Declaration - Concord Village Condominium	190	A01
12/13/1984 Second Amendment to Declaration - Concord Village Condominium	5140	F13
9/27/1990 Third Amendment to Declaration - Concord Village Condominium	15873	J16
10/9/1991 Amendment of Code of Regulations - Concord Village Area Association	17803	D17

CONCORD VILLAGE AREA ASSOCIATION
Amended Code of Regulations Attachment 1
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CENTRE LAKE CONDOMINIUMS

Centre Lake Condominiums Governing Documents

2/8/1982 Declaration & Bylaws - Centre Lake Condominiums I	1531	A20
2/8/1982 Declaration & Bylaws - Centre Lake Condominiums II	1531	C05
12/10/1996 First Amendment to the Declaration - Centre Lake Condominiums II	33806	F02
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1/5/1982 Declaration & Bylaws - Centre Lake Condominiums IV	1460	G09
3/31/1997 First Amendment to the Declaration - Centre Lake Condominiums IV	34679	E12
11/30/1983 Declaration & Bylaws - Centre Lake Condominiums V	3617	B01
12/10/1996 First Amendment to the Declaration - Centre Lake Condominiums V	33806	F18
10/4/1984 Declaration & Bylaws - Centre Lake Condominiums VI	4864	D01
12/10/1996 First Amendment to the Declaration - Centre Lake Condominiums VI	33806	D10
3/25/1983 Declaration & Bylaws - Centre Lake Condominiums VII	2598	F04
8/2/1984 Declaration & Bylaws - Centre Lake Condominiums VIII	4600	A01
12/10/1996 First Amendment to the Declaration - Centre Lake Condominiums VIII	33806	G06
12/3/1982 Declaration & Bylaws - Centre Lake Condominiums IX	2265	D02
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11/6/2007 First Amendment to the Declaration - Centre Lake Condominiums IX	200711060192820	
6/7/1988 Declaration & Bylaws - Centre Lake Condominiums XI	11714	A17
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5/18/1987 Declaration & Bylaws - Centre Lake Condominiums XII	9670	I09
3/3/1997 First Amendment to the Declaration - Centre Lake Condominiums XII	34424	E12
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7/11/1985 Declaration & Bylaws - Centre Lake Condominiums XVIII	5941	H10
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8/8/1984 Declaration & Bylaws - Centre Lake Condominiums XIX	4620	D04
12/10/1996 First Amendment to the Declaration - Centre Lake Condominiums XIX	33806	D18



Form 541 Prescribed by:

JON HUSTED
OHIO SECRETARY OF STATE

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www.OhioSecretaryofState.gov
busserv@OhioSecretaryofState.gov

File online or for more information: www.OHBusinessCentral.com

Mail this form to one of the following:

Regular Filing (non expedite)
P.O. Box 1329
Columbus, OH 43216

Expedite Filing (Two business day processing time,
Requires an additional \$100.00)

P.O. Box 1390
Columbus, OH 43216

Certificate of Amendment (Nonprofit, Domestic Corporation) Filing Fee: \$50

Check the appropriate box:

Amendment to existing Articles of Incorporation by Members pursuant to Ohio Revised Code section 1702.38(C) (128-AMD)

Amended and Restated Articles by Members pursuant to Ohio Revised Code section 1702.38(D) or by Directors pursuant to Ohio Revised Code section 1702.38(E) (126-AMAN) - The following articles supersede the existing articles and all amendments thereto.

Complete the following information:

Name of Corporation

Charter Number

RECEIVED
20 SEP -7 PM 4:08
CLIENT SERVICE CENTER

A copy of the resolution of amendment must be attached to this document.

Note: If amended and restated articles were adopted, amended articles must set forth all provisions required in original articles other than with respect to the initial directors pursuant to Ohio Revised Code section 1702.38(A). In the case of adoption of the resolution by the directors, a statement of the basis for such adoption shall be provided.

Required

Must be signed by an authorized officer of the Corporation pursuant to the Ohio Revised Code section 1702.38(G).

If authorized representative is an individual, then they must sign in the "signature" box and print their name in the "Print Name" box.

If authorized representative is a business entity, not an individual, then please print the business name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print their name in the "Print Name" box.

Concord Village Area Association

Signature

Patricia Kane

By (if applicable)

Patricia Kane, President

Print Name

Concord Village Area Association

Signature

Ramya Goyal

By (if applicable)

Ramya Goyal, Secretary

Print Name

CONCORD VILLAGE AREA ASSOCIATION

Ohio Charter No. 647437

MINUTES
OF ACTION TAKEN
BY THE MEMBERS OF
CONCORD VILLAGE AREA ASSOCIATION

DATE OF ACTIONS: May 12, 2016

The initial Articles of Incorporation of Concord Village Area Association, an area (and "master") homeowner's association in the City of Upper Arlington, Franklin County, Ohio (hereinafter, the "Association"), as filed and recorded with the office of the Ohio Secretary of State on January 14, 2015, contained an error in that the Articles of Incorporation refer to and incorporate an attachment, identified as "Attachment 1", that does not appear and cannot be found in the office of the Ohio Secretary of State. The attachment that is missing was an attachment identifying the parcels of real estate that are the subject of the jurisdiction and powers of this planned community area homeowner's association. Additionally, the Articles identify and refer to Trustees (Managers), where pursuant to a change in Ohio Law, the persons elected to govern a not-for-profit organization including the Association are now called Directors. By the actions memorialized by this instrument, the members of the Association amend the Articles of Incorporation to correct this error and make this change of the title of the Trustee (Managers) of the Association.

The undersigned, being all of the directors and all of the officers of Concord Village Area Association, an Ohio nonprofit corporation, hereby certify that by more than a majority vote and consent of the members of the Association, which vote was taken by the members at the May 12, 2016 meeting of the members of the Association, the members amend the Articles of Incorporation of the Association as follows:

RESOLVED, that initial Articles of Incorporation are hereby amended and supplemented to add the documents attached to this resolution as Attachment 1 identifying the parcels of real estate that are the subject of the jurisdiction and powers of this planned community area homeowner's association as Attachment 1 of the Articles; and

RESOLVED, that all references to "Trustees" or "Managers" contained in the Articles of Incorporation are changed and modified to now identify such persons as Directors.


IN WITNESS WHEREOF, the undersigned, being all of the directors and all of the officers of Concord Village Area Association, an Ohio nonprofit corporation, hereby certify that the foregoing amendments to the Articles of Incorporation of the Association have been made and approved by the Members of the Association in accordance with the provisions of §1702.38 of the Ohio Revised Code and the provisions of the original Articles of Incorporation and the Code of Regulations of the Association.



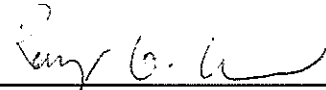
Patricia Kane, Director



Patricia Kane, President



Ramya Goyal, Secretary



Ramya Goyal, Secretary



Michael Brown, Treasurer



Michael Brown, Treasurer

CONCORD VILLAGE AREA ASSOCIATION

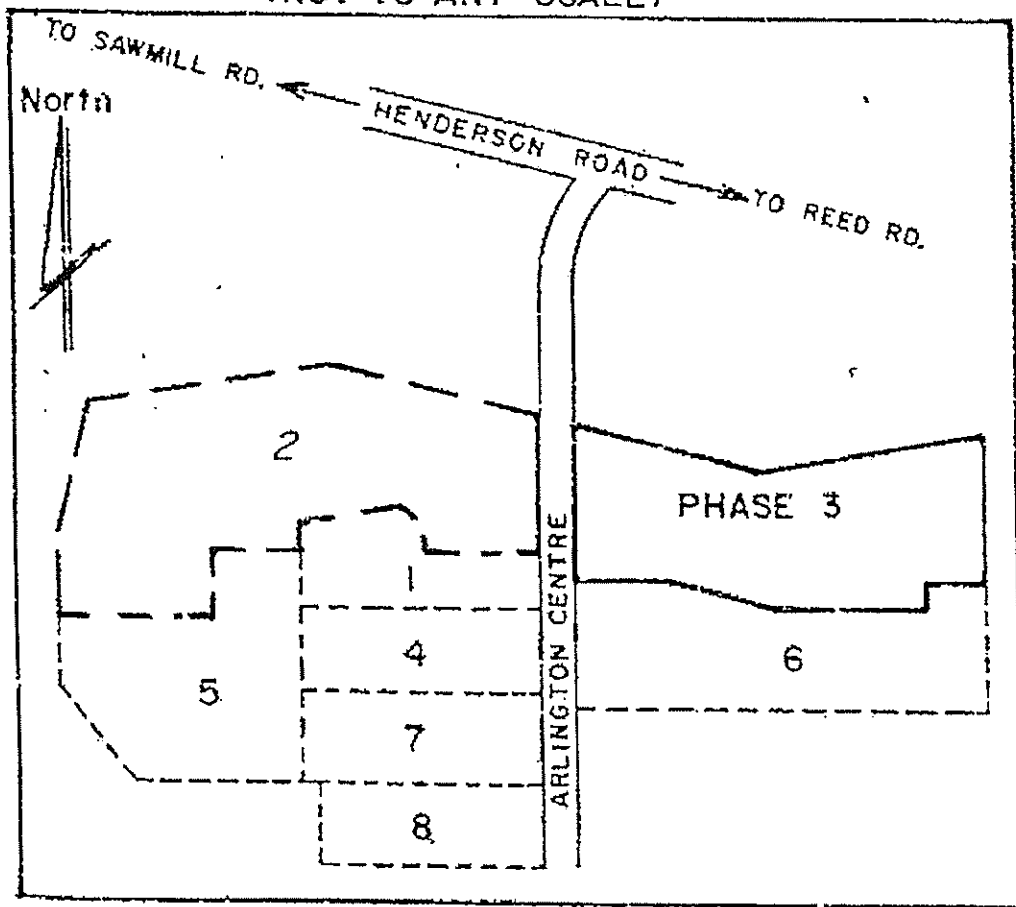
Amended Articles of Incorporation

Attachment 1

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Sketch of Area Governed by Association

Location - Index Map
(NOT TO ANY SCALE)



CONCORD VILLAGE AREA ASSOCIATION
Amended Articles of Incorporation Attachment 1
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CONCORD VILLAGE AREA ASSOCIATION

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2/2/1983 Warranty Deed - Concord Village	2445	E03
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7/21/1983 Warranty Deed - Concord Village	3073	A01
7/29/1983 Declaration of Covenants - Concord Townhomes	3113	D19
12/20/1983 Declaration of Covenants Ph 6B - Concord Village	3697	A05
12/20/1983 Declaration of Covenants Ph 6B - Concord Village	3697	A05
10/5/1984 Declaration of Covenants Ph 6C - Concord Village	4868	F05
10/25/1984 Declaration of Covenants Ph 6C - Concord Village	4940	D18
1/28/1985 Declaration of Covenants Ph 6D - Concord Village	5302	H11
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7/18/1986 Declaration of Covenants Ph 7 - Concord Village	7752	D01
<u>Concord Village Condominium Governing Documents</u>		
7/21/1980 Declaration & Bylaws - Concord Village Condominium	3804	447
9/26/1980 Amendment to the Declaration - Concord Village Condominium	190	A01
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9/27/1990 Third Amendment to Declaration - Concord Village Condominium	15873	J16
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CONCORD VILLAGE AREA ASSOCIATION
Amended Articles of Incorporation Attachment 1
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CENTRE LAKE CONDOMINIUMS

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3/31/1997 First Amendment to the Declaration - Centre Lake Condominiums IV	34679	E12
11/30/1983 Declaration & Bylaws - Centre Lake Condominiums V	3617	B01
12/10/1996 First Amendment to the Declaration - Centre Lake Condominiums V	33806	F18
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12/10/1996 First Amendment to the Declaration - Centre Lake Condominiums VI	33806	D10
3/25/1983 Declaration & Bylaws - Centre Lake Condominiums VII	2598	F04
8/2/1984 Declaration & Bylaws - Centre Lake Condominiums VIII	4600	A01
12/10/1996 First Amendment to the Declaration - Centre Lake Condominiums VIII	33806	G06
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12/10/1982 Declaration & Bylaws - Centre Lake Condominiums IX	2286	B16
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6/7/1988 Declaration & Bylaws - Centre Lake Condominiums XI	11714	A17
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