



KAMAN & CUSIMANO LLC

ATTORNEYS AT LAW

Katelyn R. Kaman, Esq.
kkaman@kamancus.com
216-696-0650

50 Public Square, Suite 2000
Cleveland, Ohio 44113
Fax: 216-771-8478

June 22, 2021

Concord Village Condominium
c/o Jennah Cardwell, Community Association Manager
Grace Property Services, LLC
1375 South Main Street, Suite 201
North Canton, Ohio 44720

Re: Occupancy Restriction, Pets, COE, Quorum, Mail
In/Electronic Voting, and Board Number
Amendments

Dear Ms. Cardwell:

Enclosed, please find the *original*, fully executed and recorded Amendments to the Declaration of Condominium Ownership for Concord Village Condominium. The Amendments were filed with the Stark County Recorder's Office on June 7, 2021, at Instrument No. 202106070029125 and became binding and effective on the date they were filed. Please keep the original Amendments in the Association's *permanent* file.

The Board must notify every unit owner that the Amendments have passed and been filed for record with the County. The Board's notice should, at a minimum, indicate the date the Amendments were recorded and the County's Instrument number. The Board may send the notice by regular U.S. mail or hand delivery.

Along with the notice to the owners, the Board can include a copy of the recorded Amendments so that owners are more likely to pass the Amendments on to future buyers. Alternatively, the Board may indicate how owners can obtain a copy of the recorded Amendments, such as by requesting a copy from the Association, or by obtaining a copy directly from the Stark County Recorder's Office.

Now that the Amendments have been recorded and delivered to the Association, our work on this matter is complete and I have closed our file accordingly. It has been my pleasure to work together with the Association on this matter.

Should you or any of the Board members wish to further discuss this matter, please do not hesitate to telephone me.

Sincerely yours,

A handwritten signature in blue ink that reads "Katelyn R. Kaman". The signature is written in a cursive style with a large, prominent "K" at the beginning.

KATELYN R. KAMAN

KRK:cmk

Enclosure

cc: All Board members (via electronic mail only)

RECEIVED JUN 26 2021

19
108



202106070029125 06/07/2021 09:37 AM
P: 1 of 19 F:\$174.00
Jamie Walters COND
Stark County Recorder

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
CONCORD VILLAGE CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR CONCORD VILLAGE CONDOMINIUM RECORDED AT VOLUME 3, PAGE 372 ET SEQ. OF THE STARK COUNTY RECORDS.

THIS WILL CERTIFY THAT COPIES OF THESE AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR CONCORD VILLAGE CONDOMINIUM HAVE BEEN FILED IN THE OFFICE OF THE COUNTY AUDITOR, STARK COUNTY, OHIO

DATE: June 4, 2021

STARK COUNTY AUDITOR

BY: Alan Harold

DEPUTY AUDITOR
Alan Harold

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
CONCORD VILLAGE CONDOMINIUM

RECITALS

- A. The Declaration of Condominium Ownership for Concord Village Condominium (the “Declaration”) and the Bylaws of C.V.C. Owners’ Association (the “Bylaws”), Exhibit A the Declaration, were recorded at Stark County Records, Volume 3, Page 372 et seq.
- B. The C.V.C. Owners’ Association (the “Association”) is a corporation consisting of all Unit owners in Concord Village Condominium and as such is the representative of all Unit owners.
- C. Declaration Article XIV, Section 14.00 authorizes amendments to the Declaration and Bylaws.
- D. Unit Owners representing at least 75 percent of the Association’s current voting power, have executed instruments in writing setting forth specifically the matters to be modified (the “Amendments”).
- E. As of April 27, 2021, Unit Owners representing 88 percent of the Association’s voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendments A and D and authorizing the Association’s officers to execute Amendments A and D on their behalf.
- F. As of April 27, 2021, Unit Owners representing 76 percent of the Association’s voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendments B, E and G and authorizing the Association’s officers to execute Amendments B, E and G on their behalf.
- G. As of April 27, 2021, Unit Owners representing 94 percent of the Association’s voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendment F and authorizing the Association’s officers to execute Amendment F on their behalf.

H. Attached as Exhibit A is a certification of the Association's President and Treasurer stating that the Amendment was duly adopted in accordance with the Declaration provisions in all material respects.

I. The Association has complied with the proceedings necessary to amend the Declaration and Bylaws, as required by Chapter 5311 of the Ohio Revised Code and the Declaration and Bylaws, in all material respects.

AMENDMENTS

The Declaration of Condominium Ownership for Concord Village Condominium is amended by the following:

AMENDMENT A

INSERT a new DECLARATION ARTICLE IV, SECTION 4.100 entitled, "OCCUPANCY RESTRICTION." Said new addition, to be added to Page 17 of the Declaration, as recorded at Stark County Records, Volume 3, Page 372 et seq., is as follows:

4.100 OCCUPANCY RESTRICTION. A person who is classified as a sex offender/child-victim offender and for whom the County sheriff or other government entity must provide community notice of the sex offender's residential address, is prohibited from residing in or occupying a Unit and from remaining in or on the Concord Village Condominium Property for any length of time. The classification of a sex offender/child-victim offender and the determination of whether notice is required is made by a court of law in accordance with the Ohio Sex Offenders Act, or similar statute from another jurisdiction as either may be amended or renamed from time to time. The Association is not liable to any Unit owner, resident, or visitor of any Unit owner, or of the Association, as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce any provision of this Occupancy Restriction.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this restriction on the occupancy of Units. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon

the recording of this amendment, only Unit owners of record at the time of the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

AMENDMENT B

DELETE DECLARATION ARTICLE IV, SECTION 4.40 entitled, "ANIMALS AND PETS," in its entirety. Said deletion to be taken from Pages 15-16 of the Declaration, as recorded at Stark County Records, Volume 3, Page 372 et seq.

INSERT a new DECLARATION ARTICLE IV, SECTION 4.40 entitled, "ANIMALS AND PETS." Said new addition, to be added on Page 15 of the Declaration, as recorded at Stark County Records, Volume 3, Page 372 et seq., is as follows:

4.40 ANIMALS AND PETS. Except as expressly provided for below, pets, including rabbits, livestock, reptiles, fowl, poultry, or any other animals of any kind, are prohibited from being raised, bred, or kept in any Unit, the Limited Common Elements, or the Common Elements.

4.41 A Unit owner may keep dogs (excluding, however, any Prohibited Dog or dog of vicious breed, as each is further defined below), cats, and/or other domestic, household pets as defined by this Section 4.40, as amended, or the Board of Directors, and, provided further that any permitted pet complies with the restrictions contained in this Section 4.40.

4.42 The Board may define and determine from time to time what animals are "domestic household pets" that are permitted pets but they do include, and are not limited to, any dog, cat, bird, fish, or other aquatic life permitted by this Declaration Article IV, Section 4.40 and licensed as required by City, County or State Codes, including Ohio Revised Code Section 955, as may be amended from time to time. Permitted pet fish include fish or aquatic life kept in a fish tank with a maximum capacity of 100 gallons.

4.43 The keeping of any permitted pet is subject to any Rules and Regulations the Board adopts.

4.44 The Board will levy enforcement assessments against persons who do not clean up after their pets.

4.45 No permitted pet at any time may be kept, bred, or maintained for any commercial purpose.

4.46 Any permitted pet causing or creating a nuisance or unreasonable disturbance, as determined by the Board in its sole discretion, will be permanently removed from the Condominium Property subject to these restrictions on three days' written notice from the Board.

4.47 A permitted pet must be kept in a Unit and only those portions of the Condominium Property as the Board designates, unless the permitted pet is on a hand-held leash, being carried, or otherwise transported across the Condominium Property.

4.48 The term "household domestic pet" does not include "exotic" animals. An "exotic" animal is an animal that is a rare or unusual pet kept within a human household, which is generally thought of as a wild species, not domesticated, and not typically kept as a pet. The Board may define and determine from time to time what animals are exotic, but they do include, and are not limited to, pigs, snakes or other reptiles, exotic breeds, or wild hybrids.

4.49 No Rottweiler, Presa Canario, any dog commonly known as a pit bull, and any mixed breeds of the foregoing (collectively "Prohibited Dogs") may be kept, harbored, or permitted to remain on any part of the Condominium Property for any length of time.

4.50 A "vicious dog" is a Prohibited Dog. It cannot be kept, harbored, or permitted to remain on any part of the Condominium Property or within a Unit for any length of time.

A vicious dog is a dog that: (1) has lunged at any person or other pet in a threatening manner on more than one occasion; (2) has bitten, injured, or killed any person whether on or off the Condominium Property at any time; (3) has bitten, injured, or killed another pet; or (4) is defined or found to be a "vicious" dog under any State or local law, ordinance, or other regulation, or by a court of law.

4.51 Any "exotic" animal or Prohibited Dog kept in a Unit prior to the recording of this amendment is "grandfathered" and permitted to remain on the Condominium Property, provided that the "exotic" animal or Prohibited Dog is registered with the Association within 30 days of the date of recording of this amendment, until its demise or relocation off the Condominium Property, at which time it may not be replaced. If an animal is considered "exotic" or a Prohibited Dog, as the Board determines, the Unit owner must obtain and maintain liability insurance of at least \$500,000.00 per occurrence and provide proof of such insurance to the Association within 30 days of any written request from the Board.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this restriction on pets. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Unit owners of record at the time of the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

AMENDMENT C

[Intentionally Left Blank - Amendment Proposal Did Not Pass]

AMENDMENT D

INSERT a new 3rd PARAGRAPH to the end of DECLARATION ARTICLE XVII, SECTION 17.24 entitled, "Enforcement Assessments." Said new addition, to be added to Page 46 of the Declaration, as recorded at Stark County Records, Volume 3, Page 372 et seq., and as amended at Instrument No. 201110190041781, is as follows:

In addition, the Board may levy reasonable enforcement assessments against any Unit owner who, whether by their own conduct, action or inaction or the conduct, action or inaction of any resident or guest of their Unit, violates any provision of the Declaration, Bylaws, or Rules and Regulations. The Board may also assess reasonable charges for any damage and for repair of the damage to the Common Elements or any other part of the Condominium Property that the Association is responsible to maintain that is caused by the conduct, action, or inaction of the Unit owner, resident, or guest of a Unit owner. The Unit owner must pay to the Association, in addition to any other sums due, any enforcement assessments levied, any charges for damage, and all fees, costs, and expenses the Association incurs, including reasonable attorneys' fees and court costs, in connection with the enforcement of any provision of the Declaration, Bylaws, or Rules and Regulations. The enforcement assessments, charges for damage, fees, costs, and expenses will be levied as a special individual Unit assessment against the Unit, and is the personal obligation of the Unit owner. The Association, in addition to all other remedies available, has the right to place a lien on the estate or interest in the Unit of the Unit owner as further explained and set forth in Declaration Article VI, Section 6.40.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment regarding the cost of enforcement. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Unit owners of record at the time of the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any challenge to the

validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

AMENDMENT E

DELETE BYLAWS ARTICLE I, SECTION 1.4(d) entitled, "Quorum, Adjournment," in its entirety. Said deletion, to be taken from Pages A-3 – A-4 of the Bylaws, Exhibit A of the Declaration, as recorded at Stark County Records, Volume 3, Page 372 et seq.

INSERT a new BYLAWS ARTICLE I, SECTION 1.4(d) entitled, "Quorum; Adjournment." Said new addition, to be added to Page A-3 of the Bylaws, Exhibit A of the Declaration, as recorded at Stark County Records, Volume 3, Page 372 et seq.

(a) Quorum; Adjournment. Except as otherwise provided by law or by the Declaration, at any meeting of the members of the Association, the members in good standing who are present in person or by proxy will constitute a quorum. Owners entitled to exercise a majority of the voting power of the members represented at a meeting may, at any time, adjourn such meeting. If any meeting is so adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are announced at such meeting. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting. For purposes of quorum, a member in good standing is defined as the member is: (1) not engaged in litigation with the Association or with any Director in their capacity as a Director and (2) current in payment of any amount owed to the Association as of the date of the meeting.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment regarding quorum at Association meetings. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Unit owners of record at the time of such filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any contest or other

legal challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

AMENDMENT F

DELETE BYLAWS ARTICLE I, SECTION 1.3 entitled, "Proxies," in its entirety. Said deletion, to be taken from Pages A-2 of the Bylaws, Exhibit A of the Declaration, as recorded at Stark County Records, Volume 3, Page 372 et seq.

INSERT a new BYLAWS ARTICLE I, SECTION 1.3 entitled, "Proxies and Action by Mail-In Ballot or Electronic Voting Technology." Said new addition, to be added to Page A-2 of the Bylaws, Exhibit A of the Declaration, as recorded at Stark County Records, Volume 3, Page 372 et seq.

Section 1.3. Proxies and Voting by Mail-In Ballot or Electronic Voting Technology.

(a) Proxies. Members may vote, act, or execute consents, waivers, or releases in person or by proxy, but in accordance with Bylaws Article I, Section 1.3(b) below, if physical attendance by the members at a meeting will not occur, members will vote by written or electronic ballot. The person appointed as proxy need not be a member of the Association. Each proxy will be executed in writing by the member entitled to vote by their duly authorized attorney-in-fact or appointed in any other manner permitted by Ohio law, which vote, act, or execution may be returned to the Association by regular mail, hand delivery, electronic mail, or other method of delivery provided for or permitted under State law, and filed with the President or Secretary. Without affecting any vote, act, or execution previously taken or authorized, the member appointing a proxy may revoke a proxy by a later dated appointment of proxy received by the Association or by written notice of revocation of proxy received by the Association or communicated to the Association in an open meeting up to the time the vote or act is closed. The mere presence of the member at a meeting does not revoke the appointment. Later dated appointments or revocations of a proxy have no effect on any previously taken or previously authorized vote. Every proxy will automatically cease upon conveyance of the Unit by the member.

(b) Mail-In Ballot or Electronic Voting Technology. If it is determined by the Board of Directors that physical, in person attendance by the members at meeting cannot occur due to a local, state, or national emergency, order, or other similar circumstance, members will vote by mail-in ballot or by electronic ballot through the use of Electronic Voting Technology. "Electronic Voting Technology" as used in these Bylaws, means an electronic voting system that accurately and securely records the voting member's intent to cast a ballot on a matter in the way identified by the member, and provides for the counting of electronic votes submitted, including by means of internet, application, web, virtual, or other electronic technology. Voting via mail or by use of Electronic Voting Technology is considered to be voting at the meeting and will count toward quorum, as if the member were physically present.

MODIFY the FIRST SENTENCE of BYLAWS ARTICLE I, SECTION 1.7. Said modification, to be made on Pages A-4 –A-5 of the Bylaws, Exhibit A of the Declaration, as recorded at Stark County Records, Volume 3, Page 372 et seq.

Section 1.7. Action by Association Members without a Meeting. Any action which may be authorized or taken at a meeting of the members of the Association may be authorized or taken without a meeting in a writing ~~or writings~~ signed by members, or by electronic ballots utilizing Electronic Voting Technology, from among those who would be entitled to notice of a meeting held for ~~such~~ that purpose, who hold more than 60% of the total voting power in the Association, ~~but only if also signed by all parties whose consents to such action are required under any other provision of the Declaration or the Bylaws; provided, that the authorization of any such required signatories who are members of the Association shall be included with those of all other members who give such authorization when determining whether the holders of 60% of the voting power have authorized the proposed action; and provided further, that any action, with respect to which the Declaration or these Bylaws require the approval of a percentage greater or lesser than 60% of the total voting power of the Association, shall~~ will be taken in a writing without a meeting only if the approval of such a greater or lesser percentage of the voting power is obtained.

DELETE BYLAWS ARTICLE II, SECTION 2.2 entitled, "Nominations and Procedure for Elections," in its entirety. Said deletion, to be taken from Pages A-6 of the Bylaws, Exhibit A of the Declaration, as recorded at Stark County Records, Volume 3, Page 372 et seq.

INSERT a new BYLAWS ARTICLE II, SECTION 2.2 entitled, "Nominations and Procedure for Elections." Said new addition, to be added to Page A-6 of the Bylaws, Exhibit A of the Declaration, as recorded at Stark County Records, Volume 3, Page 372 et seq.

Section 2.2. Nominations and Procedure for Elections.

(a) Nominations. For the nominations of Directors, the procedure is:

(1) Annual or Special Election Meetings. Nominations for election of the Board of Directors will be made by a Nominating Committee appointed by the Board. Nominations may also be made from the floor at the meeting. The Nominating Committee will make as many appointments for election to the Board of Directors as it in its discretion determines, but not less than the number of vacancies that are to be filled.

(2) Mail-In or Electronic Ballot Elections. Notice of a special meeting called for the election of Directors to the Board ("election results meeting") will be sent to members at least 60 days prior to the meeting. The notice will include the meeting date, time and location and explain the qualifications for serving on the Board, the number of positions open for election, and their respective terms.

(i) Not less than 40 days before the election results meeting, any member including any current Director whose term is to expire as of the date of the meeting, who desires to be a candidate for the Board, must submit to the Board a written statement of nomination signed by the nominated candidate. The nominated candidate may also include an information

sheet, no larger than 8 ½ by 11 inches, containing their biographical information and affirming their candidacy. The Board may nominate additional candidates as provided for in paragraph (ii), below.

(ii) The number of nominees must at least equal the number of vacancies on the Board that are to be filled. If there are fewer nominees than vacancies, the Board will serve as a nominating committee and must nominate additional member(s) to be elected prior to the ballots being sent to the members so that there are, at all times, a sufficient number of nominees to fill all Board vacancies that are up for election.

(b) Elections. To elect Directors, the following procedures will be used:

(1) Annual or Special Meeting. Directors will be elected at the annual meeting of members or a special meeting called for the purpose of electing Directors, by secret ballot. At the 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 Bylaws. The persons receiving the largest number of votes will be elected. Ties will be determined by lot or flip of a coin during at the annual or special meeting for the purpose of electing Directors. Cumulative voting is not permitted.

(2) Election Results Meeting. In accordance with Bylaws Article I, Section 1.3(b), if the Board determines that a meeting for the election of Directors cannot be held in a timely manner in any given year, the Board may decide to hold the needed election by mail-in ballot or electronic ballots. For a mail-in or electronic ballot election, the following applies:

(i) The election will be by secret written or electronic ballot and conducted in accordance

with the other provisions of these Bylaws. Any costs associated with the election of Directors, including any mailings or electronic voting costs, are common expenses.

(ii) Ballots, either electronically or with dual return envelopes and information sheets submitted by the candidates, if any, will be sent to the members at least 30 days before the date of the scheduled election results meeting. If the ballots are not sent 30 days or more before the date of scheduled election and if there are more candidates than the number of vacancies on the Board to be filled, the Board must reschedule the date of the election results meeting to a new date that is at least 30 days, but less than 60 days, from the date the ballots are sent to the members. The Association is not required to send ballots to the members if there are an equal number of nominations as there are candidates, and the terms for all open positions are equal; in which case the nominated candidates will automatically be elected to the Board of Directors at the election results meeting.

(iii) The ballots, whether electronic or written, will list the number of Director positions up for election and list the names of all of the nominated candidates. If mailed, the outside envelope must be signed by the member(s) and used as a record of receipt of the member's ballot as well as to determine quorum; if the outside envelope is not signed, the ballot inside will not be counted. If electronic voting is used, the Electronic Voting Technology must protect the secrecy of the ballot, while maintaining the integrity of the voting process by only permitting each Unit to exercise their allotted vote once, so that the Election Committee or any other individuals can only

identify that a Unit has voted, and not how a Unit has voted.

(iv) Ballots must be returned, within the dual envelopes or electronically, no later than the date and time the Board sets for the receipt of ballots, which can be up to and include the date of the election results meeting, but no more than two hours before the calling to order of the Association election results meeting.

(v) Ballots received subsequent to the calling to order of the said election results meeting will be held invalid.

(vi) Prior to the start of the election results meeting:

(a) The Board must appoint an Election Committee consisting of at least three persons, two of whom must be Unit Owners. Members of the Election Committee may not be related to or occupy the residence of any nominated candidate. The Election Committee is responsible for: verifying the signature envelopes and opening the ballot envelopes or receiving the results from the electronic voting process, counting each ballot, and verifying the results of the election. The Election Committee will provide the ballots and results to the Chairperson of the election results meeting. The Chairperson will announce during the election results meeting.

(b) The Board will adopt a procedure for the Election Committee to allow it to verify that no more than one vote

per Unit has been cast and to ensure that the vote of any member remains anonymous and is not disclosed to anyone, including the Election Committee.

(c) The Election Committee may commence the opening of envelopes and counting of votes immediately after the deadline for the receipt of ballots expires.

(vii) The candidates receiving the most votes will be elected to the longest available terms. Ties will be determined by lot or flip of a coin during the election results electing Directors. Cumulative voting is not permitted.

(viii) The election results meeting may be held in person or by Authorized Communications Equipment. "Authorized Communications Equipment," as used in these Bylaws, means any communications equipment that is selected by the Board, in its sole discretion, that provides an electronic communication transmission, including but not limited to, by telephone, video conference, or any electronic means, from which it can be determined that the transmission was authorized by, and accurately reflects the intention and participation of, the member.

(ix) Unless the Board determines otherwise, the only persons permitted to attend the elections results meeting are the Board members, the Chair of the Election Committee, the candidates for Board election, the community association manager (if any), and the Association's legal counsel. Those persons in attendance at the election results meeting, whether physically or by electronic means, constitute quorum for the meeting. The only business permitted during the

election results meeting is the announcement of the results of the election, including the resolution of any tie votes. The Board must notify all members of the results of the election within five business days following the conclusion of the election results meeting.

(x) The Board may adopt any additional regulations, procedures, or rules as may be necessary to effectuate the intent and purpose of the mail-in and electronic ballot provision.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment establishing a method to use mail in and electronic ballots to vote, including electing members to the Board of Directors. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Unit owners of record at the time of the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

AMENDMENT G

DELETE BYLAWS ARTICLE II, SECTION 2.1 entitled, "Selection and Qualification," in its entirety. Said deletion, to be taken from Pages A-5 – A-6 of the Bylaws, Exhibit A of the Declaration, as recorded at Stark County Records, Volume 3, Page 372 et seq, and as amended at Instrument No. 201110190041781.

INSERT a new BYLAWS ARTICLE II, SECTION 2.1 entitled, "Number, Qualifications, and Term." Said new addition, to be added to Page A-5 of the Bylaws, Exhibit A of the Declaration, as recorded at Stark County Records, Volume 3, Page 372 et seq. and as amended at Instrument No. 201110190041781.

Section 2.1. Number, Qualifications, and Term. The Board of Directors will serve as the Association's Board of Directors under the laws of the State of Ohio for not-for-profit corporations.

(a) The Board will consist of three persons.

(b) Each Director must be a Unit owner, or the spouse of a Unit owner. If a Unit owner is not an individual, that Unit owner may nominate any principal, member of a limited liability company, partner, director, officer, or employee of that Unit owner to serve on the Board of Directors. No Unit may be represented by more than one person on the Board at any one time.

(c) Directors will be elected to serve one-year terms. Any member of the Board may be re-elected for additional terms. Each Director will hold office until the expiration of their designated term and until their successor is elected, or until their earlier resignation, removal from office or death. Any Director may resign at any time by oral statement to that effect made at a meeting of the Board or in a writing to that effect delivered to the Secretary or President of the Association, with the resignation taking effect immediately or at such other time as the Director may specify. Directors serve without compensation.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment regarding the number and qualifications of Directors. The invalidity of any part of the above provision will not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Unit owners of record at the time of the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

The C.V.C. Owners' Association has caused the execution of this instrument this 14 day of MAY, 2021.

C.V.C. OWNERS' ASSOCIATION

By: *Thomas J. Wagner*
THOMAS J. WAGNER, President

By: *Kerry L. Simonson*
KERRY L. SIMONSON, Treasurer

STATE OF OHIO)
)
COUNTY OF STARK) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above-named C.V.C. Owners' Association, by its President and its Treasurer, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

I have set my hand and official seal this 14 day of MAY, 2021.

Jason C. Saal
NOTARY PUBLIC

This instrument prepared by:
KAMAN & CUSIMANO, LLC
Attorneys at Law
50 Public Square, Suite 2000
Cleveland, Ohio 44113
(216) 696-0650
ohiocondolaw.com


Place notary stamp/seal here:


EXHIBIT A

CERTIFICATION OF PRESIDENT AND TREASURER

STATE OF OHIO)
)
COUNTY OF STARK) SS

THOMAS J. WAGNER and KERRY L. SIMONSON, being the duly elected and acting President and Treasurer of the C.V.C. Owners' Association, certify that the Amendments to the Declaration of Condominium Ownership for Concord Village Condominium was duly adopted in accordance with the provisions set forth in the Declaration for amendments in all material respects.


Thomas J. Wagner
THOMAS J. WAGNER, President

Kerry L. Simonson
KERRY L. SIMONSON, Treasurer

BEFORE ME, a Notary Public in and for said County, personally appeared the above-named THOMAS J. WAGNER and KERRY L. SIMONSON who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

I have set my hand and official seal this 14 day of May, 2021.

Jason C. Saal
NOTARY PUBLIC

Place notary stamp/seal here:

Jason C. Saal
Notary Public, State of Ohio
My Commission Expires
April 29, 2023