

19
AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
SAVANNAH PLACE HOMEOWNERS' ASSOCIATION, INC.

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR PLACE HOMEOWNERS' ASSOCIATION, INC. RECORDED AT INSTRUMENT NO. 2019-00003407 OF THE MONTGOMERY COUNTY RECORDS.

PLAT MAP RECORDED AT PLAT BOOK 227, PAGE 51 ET SEQ. OF THE MONTGOMERY COUNTY RECORDS.

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**AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
SAVANNAH PLACE HOMEOWNERS' ASSOCIATION, INC.**

RECITALS

- A. The Declaration of Covenants, Conditions, and Restrictions for Savannah Place Homeowners' Association, Inc. (the "Declaration") and the Bylaws of Savannah Place Homeowners' Association, Inc. (the "Bylaws"), Exhibit C of the Declaration, were recorded at Montgomery County Records, Instrument No. 2019-00003407.
- B. The Savannah Place Homeowners' Association, Inc. (the "Association") is a corporation consisting of all Owners in Savannah Place and as such is the representative of all Owners.
- C. Declaration Article XI, Section 11.01 authorizes amendments to the Declaration and Bylaws Article X, Section 10.01 authorizes amendments to the Bylaws.
- D. A meeting, including any change, adjournment, or continuation of the meeting, of the Association's Owners was held on or about May 27, 2026, and, at that meeting, Owners representing at least 75 percent of the voting power of the Association executed, in person or by proxy, an instrument in writing setting forth specifically the matter to be modified (the "Amendment").
- E. Owners representing 75 percent of the Association's voting power have affirmatively consented to or voted in favor of the Amendment and signed powers of attorney authorizing the Association's officers to execute the Amendment on the Owners' behalf, as documented in the Association's records.
- F. The Association has complied with the proceedings necessary to amend the Declaration and Bylaws, as required by Chapter 5312 of the Ohio Revised Code, the Declaration, and the Bylaws, in all material respects.

AMENDMENT

The Declaration of Covenants, Conditions, and Restrictions for Savannah Place Homeowners' Association is amended by the following:

MODIFY DECLARATION ARTICLE VI, SECTION 6.01 entitled, "Late Charges." Said modification to the Declaration is (deleted language is crossed-out; new language is underlined):

6.01 Late Charges. If any assessment is not paid within ten (10) calendar days after the same has become due, the Board of Directors, at its option and without demand or notice, may charge a reasonable late charge as determined by the Board ~~not to exceed Twenty and 00/100 Dollars (\$20.00)~~ and compound interest on any unpaid balance, at the highest rate of twelve percent (12%) per annum permitted by State law. Said late charge shall accrue on a monthly basis until the unpaid balance is paid in full.

DELETE DECLARATION ARTICLE IX, SECTION 9.01(a) in its entirety.

INSERT a new DECLARATION ARTICLE IX, SECTION 9.01(a) entitled, "Association Responsibilities." Said new addition to the Declaration is:

(a) Association Responsibilities. Unless otherwise provided for herein or by reason of the provisions of the Community Declaration and the administration of a Community Association, the Association shall maintain, repair and make all necessary replacements to the Common Elements and any improvements thereon, including without limitation, green space, sidewalks, snow and ice removal, mowing, weeding, landscaping, street lights, and monument signage.

Moreover, except as otherwise provided herein, the Association shall also be responsible for the maintenance, repair, and replacement of the exterior surface of any building in which a Dwelling Unit is located, including the roof, gutters, downspouts, exterior building surfaces and siding, but excluding any doors, doorways, garage doors, windows, window frames, outside light fixtures attached to the Dwelling Units (including garage lights), patios, porches, and walls. The Association will maintain lawns, shrubs, and trees to the extent located on or as part of any Lot only as set forth in this Declaration.

Additionally, the Association will contract for a community standard level of service, as determined by the Board, for the following maintenance and landscaping services on the Lots:

- (1) mow, edge, trim, fertilize/treat lawns;
- (2) mulching the front, side, and rear divider beds immediately surrounding the Dwelling Unit;
- (3) mulching of the immediate areas surrounding the two trees installed by the Declarant (one tree is located in the front of the Dwelling Unit and one tree in the back of the Dwelling Unit); and
- (4) perform reasonable snow and ice removal on the driveways, sidewalks along the street, and walkways leading to the front door of the Dwelling Units. The Board will adopt rules or policies regarding snow and ice removal, which may include further clarifying the areas subject to removal and establishing the conditions under which removal will occur.

DELETE DECLARATION ARTICLE IX, SECTION 9.01(b) in its entirety.

INSERT a new DECLARATION ARTICLE IX, SECTION 9.01(b) entitled, "Owner Responsibilities." Said new addition to the Declaration is:

(b) Owner Responsibilities. Except as set forth in Section 9.01(a), the Owner, at their expense, shall maintain, repair and make all necessary replacements to their Dwelling Unit, including interior walls in common with another Dwelling Unit and Lot.

Additionally, except to the extent the Association provides as set forth in 9.01(a), the Owner shall furnish and be responsible for the following: all maintenance, repairs and replacements of any driveways, driveway aprons, lawns, shrubs, trees, and other landscaping or any other improvements installed on their Lot, including utility lines and lateral lines for sewer and water serving the Dwelling Unit, patios or patio areas, bulb replacement for exterior lighting fixtures to their Lot, glass surfaces, any doors, door jambs, doorways, garage doors, windows, window frames, outside light fixtures attached to the Dwelling Units (including garage lights),

driveway and sidewalk, including but not limited to, repair or replacement on those areas.

Snow and ice removal on the Lot will be conducted as established in the Board rules or policies established for snow and ice removal. The Owner shall be responsible for replacement of shrubs, trees, lawns, and other similar landscaping items, along with watering and seeding those items on their Lot.

The Owner shall furnish and be responsible for, at their expense, all maintenance, repairs, decorating and replacements within their Dwelling Unit, and interior walls, and all utility fixtures, devices or appurtenances exclusively serving a single Lot whether within or outside the Dwelling Unit.

The Owner shall be responsible for the maintenance, repair, and replacement of and for any and all other improvements on their Lot unless otherwise provided herein.

MODIFY DECLARATION ARTICLE I, SECTION 1.37 entitled, "Quorum." Said modification to the Declaration is (deleted language is crossed-out; new language is underlined):

1.37 Quorum shall mean the presence in person or by proxy of Majority 25 percent of Owners.

INSERT a NEW DECLARATION ARTICLE XVII, SECTION 17.10 entitled, "Notices and Other Actions and Communications." Said new addition to the Declaration is:

17.10 Notices and Other Actions and Communications. For all notices to be sent to the Association, the Board, or the Owners, the following provisions apply:

(a) Service of Notices on the Association and Board. All notices required or permitted by the Declaration or Bylaws, to the Association or the Board, must be made in writing and sent either:

(1) by regular U.S. mail, first-class postage prepaid, or

(2) delivered in accordance with Section (c) below, to the Board President, to any two other Directors, to the Association at the address of the Property, to the Association's manager or management company, if any, to the Association's statutory agent registered with the Ohio Secretary of State, or to any other address as the Board may designate by written notice to all Owners.

(b) Service of Notices on Owners. All notices required or permitted by the Declaration or Bylaws to any Owner will be in writing and is deemed effectively given if it has been sent by one of the following methods:

- (1) personally delivered to the Owner,
- (2) placed under or attached to the front or main entry door of the Owner's residence on the Lot,
- (3) sent by regular U.S. mail, first-class postage prepaid, to the Owner's Lot address or to another address the Owner designates in writing to the Board, or
- (4) delivered in accordance with Section (c) below.

If there is more than one person owning a single Lot, a notice given to any one of those several Persons is deemed to have been given personally to all of the Persons owning an interest in the Lot.

(c) New Communication Technologies.

(1) Due to the ongoing development of new technologies and corresponding changes in business practices, to the extent permitted or approved by the Board, as well as by Ohio and federal law, now or in the future, in addition to the methods described in the Sections above, the following may be accomplished using electronic mail or other transmission technology available at that time that is a generally accepted business practice:

- i. any notice required in the Declaration or Bylaws to be sent or received,

ii. any signature, vote, consent, or approval required to be obtained, and

iii. any payment required to be made by the Declaration or Bylaws.

2. The use of electronic mail or other transmission technology is subject to the following:

i. The Association may use electronic mail or other transmission technology to send any required notice only to Owners, individually or collectively, who have given the Association written consent to the use of electronic mail or other transmission technology. Any Owner who has not given the Association written consent to use of electronic mail or other transmission technology will receive notices, including any notice of delinquency of any payment due, by either of the methods identified in Section (b)(1)-(3) above.

ii. For voting on matters, the Association may provide for voting by electronic mail or other electronic voting technology. However, voting for the election of Directors can be conducted by electronic mail or other electronic voting technology only to the extent, if any, as explicitly permitted and provided for in the Bylaws.

iii. An electronic mail or transmission technology is not considered delivered and effective if transmission to the Owner or the Association fails, e.g. the Association receives an "undeliverable" or similar message, or the inability to deliver the transmission to the Owner becomes known to the Person responsible for sending the transmission. If the electronic mail or transmission is not delivered or effective, the Association will deliver the notice or other communication to the Owner by either of the methods identified in Section (b)(1)-(3), above.

DELETE BYLAWS ARTICLE I, SECTION 1.03 entitled, "Proxies," in its entirety.

INSERT a new BYLAWS ARTICLE I, SECTION 1.03 entitled, "Voting Methods."
Said new addition to the Bylaws is:

1.03 Voting Methods. Depending on the conduct of the meeting, as determined by the Board, voting will be conducted via one of the following methods:

(a) Voting in Person or by Proxy. For meetings that are held in person and provide for physical attendance, Members may vote in person or by proxy. 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 and must be returned to the Association by regular mail, hand delivery, electronic mail, or other method of delivery provided for or permitted by the Board. Every proxy will automatically cease upon conveyance of the Lot by the Member.

(b) Voting by Mail and Electronic Voting Technology. For meetings that are held via Authorized Communications Equipment, voting will be conducted by mail, through the use of Electronic Voting Technology that is approved by the Board, or both. "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 Person involved, and with respect to meetings, allows all Persons participating in the meeting to contemporaneously communicate with each other. "Electronic Voting Technology" as used in these Bylaws, means an electronic voting system that accurately and securely records the voting Person's intent to cast a ballot on a matter in the way identified by the Person voting, and provides for the counting of electronic votes submitted, including by means of internet, application, web, virtual, or other electronic technology. All matters to be voted on at a meeting utilizing Authorized Communications Equipment must be sent to the Members no later than the date the meeting notice is sent to the Members. Voting via mail or by use of Electronic Voting Technology is considered to be voting at the meeting, as if the Member were physically present.

(c) Voting in Person, by Proxy, by Mail, and by Electronic Voting Technology. For meetings that are held in person and provide for physical attendance, the Board may decide that voting will be

conducted either in person or by proxy, by mail or Electronic Voting Technology, or any combination of all voting methods permitted in this Section.

Any ballots, regardless of method, received subsequent to the date and time the Board sets for ballots to be turned in will be held invalid. Any costs associated with voting, including mailing costs, printing, Authorized Communications Equipment and Electronic Voting Technology costs and subscriptions, are Common Expenses. The Board may adopt any additional regulations, procedures, or Rules and Regulations as may be necessary to effectuate the intent and purpose of this voting provision to provide for the use of the desired voting method.

DELETE BYLAWS ARTICLE I, SECTION 1.07 entitled, "Notice of Meetings," in its entirety.

INSERT a new BYLAWS ARTICLE I, SECTION 1.07 entitled, "Notice of Meetings." Said new addition to the Bylaws is:

1.07 Notice of Meetings. Written notice of each meeting of the Members will be given by, or at the direction of, the secretary or Person authorized to call the meeting, delivered in accordance with the methods of delivery permitted in accordance with the Declaration and these Bylaws at least fifteen days before the meeting, to each Member entitled to vote at the meeting. The notice will specify the place, day and hour of the meeting, the specific motion or motions (other than procedural) to be voted upon. If the meeting is held via Authorized Communications Equipment, the meeting notice must include any pertinent information that is necessary to allow the Member to participate at the meeting via the Authorized Communications Equipment.

DELETE BYLAWS ARTICLE I, SECTION 1.09 entitled, "Action by Unanimous Written Consent of the Owners," in its entirety.

INSERT a new BYLAWS ARTICLE I, SECTION 1.09 entitled, "Actions Without a Meeting." Said new addition to the Bylaws is:

1.09 Actions Without a Meeting. Any action which may be authorized or taken at a meeting of the Members (except the election or removal

of Directors, which must be taken at an Association meeting), may be authorized or taken without a meeting in accordance with the voting methods Section 1.03 above. All voting records will be filed with the Association.

MODIFY BYLAWS ARTICLE I, SECTION 1.10 entitled, "Quorum." Said modification to the Bylaws is (deleted language is crossed-out; new language is underlined):

1.10 Quorum. The presence at the meeting of Members either in person or by proxy, entitled to cast, or of proxies entitled to cast, more than ~~fifty percent (50%)~~ twenty-five percent (25%) of the votes of membership shall constitute a quorum for any action except as otherwise provided for in the Articles of Incorporation ("Articles"), Declaration, or By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

Ballots submitted via mail or by Electronic Voting Technology also will count that Lot towards the quorum. The Board of Directors may adopt procedures and guidelines to permit the Association to verify that the Person attending, either in person or by Authorized Communications Equipment, is eligible to vote and to maintain a record of any vote.

DELETE BYLAWS ARTICLE I, SECTION 1.11(f) in its entirety and renumber the remaining subsections of Section 1.11 accordingly.

INSERT a new BYLAWS ARTICLE I, SECTION 1.12 entitled, "Conduct of Meetings." Said new addition to the Bylaws is:

1.12 Conduct of Meetings. Prior to the meeting notice being sent to the Members in accordance with these Bylaws, the Board will determine whether the meeting will be conducted physically so that the Members may attend in person, if the meeting will be conducted by the use of Authorized Communications Equipment, or a combination of both methods.

If Authorized Communications Equipment is employed, the attendees must have the ability to communicate with the other participants to

indicate their motion, vote, or statement, provided that the chair or moderator moderating the meeting may silence or mute the Authorized Communications Equipment unless the person attending is voting or has been recognized by the meeting chair or moderator to participate in the meeting. The meeting chair or moderator has the authority to decide and determine all procedural motions or other procedural matters to be decided at the meeting, including points of order and adjournment.

DELETE BYLAWS ARTICLE III, SECTION 3.02 entitled, "Election of Directors," in its entirety.

INSERT a new BYLAWS ARTICLE III, SECTION 3.02 entitled, "Nominations and Election of Directors." Said new addition to the Bylaws is:

3.02 Nominations and Election of Directors. Nominations for the election of Directors to be elected by the Members will be made by a nominating committee appointed by the Board or, if a committee is not appointed, by the Board itself; there will be no nominations from the floor. The nominating committee, or Board, will make as many nominations for election to the Board as it, in its discretion, determines, but no fewer than the number of vacancies that are to be filled and will verify that the nominees satisfy all qualification requirements for Directors as set forth in these Bylaws. Any qualified candidate may submit their name to the nominating committee, or Board, as a candidate, and the nominating committee, or Board, must nominate that Person if that Person satisfies all the qualification requirements of these Bylaws. If there are fewer nominees than vacancies, the nominating committee, or Board, must nominate additional person(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.

Prior to sending the meeting notice, the nominating committee, or Board, will establish deadlines for when a request for nominations is sent to all Members and when receipt of nominations must be obtained. Nominations must be made and received within a reasonable time period prior to the notice of any meeting where Directors are to be elected is sent, so that the voting information containing all the candidates' names and an informational sheet, within size limitations

determined by the Board, containing their biographical information and affirming their candidacy, can be transmitted to the Members no later than the sending of the meeting notice. The Board may adopt any additional regulations, procedures, or Rules and Regulations necessary to establish processes and deadlines in accordance with this nominations provision.

Unless there are no more nominees than vacancies, election to the Board by the Members is by secret ballot, submitted either in person, by proxy, by mail, or by Electronic Voting Technology, as determined by the Board. The Association is not required to distribute ballots to the Members via any method if there are an equal number of nominations as there are candidates, in which case the nominated candidates will automatically be elected to the Board of Directors at the election meeting.

Regardless of the voting method, the Board must adopt Rules, Regulations, and safeguards to determine a method by which the secrecy of the ballots is maintained for those Members while also maintaining the integrity of the voting process to ensure each Member has only exercised their allotted vote once so that any other individuals can only identify that a Lot has voted, and not how a Lot has voted. The ballots, whether electronic or written, will list the number of open seats for Directors up for election and list the names of all of the nominated candidates. For electronic ballots that will be submitted by Electronic Voting Technology, if multiple email addresses for a single Lot have been provided to the Association for the purpose of voting, the Board has the authority to decide and select one email address that will be provided with a ballot to vote.

For the election of Directors, 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 Bylaws. The Persons receiving the largest number of votes will be elected. Unless the nominated candidates who have received the largest number of votes agree otherwise, ties, including if there are an equal number of nominees as there are positions with different terms, will be determined by lot or flip of a coin by the chair or moderator of the meeting. Cumulative voting is not permitted.

The nominating committee, or if a nominating committee is not appointed, the Board itself (excluding any incumbent Directors who are running for re-election), is responsible for (i) confirming all nominated candidates meet the qualifications to serve as a Director, (ii) receiving and verifying any ballots that are cast in person or by mail, (iii) receiving and verifying any ballots cast using Electronic Voting Technology, (iv) counting each ballot submitted through any voting method, and (v) verifying the results of the election by providing the ballots and results to the chair or moderator of the meeting. The chair or moderator will announce the election results at the meeting to be reflected in the meeting minutes and the Board will ensure the election results are provided to all Members within a reasonable time after the meeting.

INSERT a new PARAGRAPH to the end of BYLAWS ARTICLE I, SECTION 1.04. Said new addition to the Bylaws is:

For the election of the Board of Directors, the presentation of reports, and the transaction of any other business as is set forth in the meeting notice, the Association's annual meeting will be held at a time, at a place, and on a date during the third quarter of each calendar year as the Board of Directors determines and as stated in the meeting notice.

INSERT a new PARAGRAPH to the end of BYLAWS ARTICLE III, SECTION 3.01. Said new addition to the Bylaws is:

Directors must be in good standing. "Good standing" means the Director is not an adverse party in any litigation involving one or more of the following parties: the Association, the Board or any Director (in that Member's capacity as a Director). Good standing also requires that the Director not be more than 60 days delinquent in the payment of any fees or assessments owed to the Association. Any current Director not in good standing, as defined in this Section, at the time this amendment is recorded with the Montgomery County Recorder has 30 days to become in good standing, otherwise they may be removed by a majority vote of the remaining Directors. Each Director must also provide and cooperate with all State and Federal reporting requirements, if any, including provision of contact and other information and documentation as the law may require.

INSERT a new PARAGRAPH to the end of BYLAWS ARTICLE III, SECTION 3.05. Said new addition to the Bylaws is:

In addition, the Board, by a majority vote, may remove any individual Director and create a vacancy on the Board, if:

(a) by order of court, the Director has been found to be of unsound mind;

(b) the Director files for bankruptcy or has been adjudicated bankrupt;

(c) the Director is or has been convicted of a felony for theft or other theft related crime, including larceny, forgery, false pretenses, fraud, embezzlement, conversion, or any conspiracy related to any theft-related crime, at any time in the past, or convicted of a felony for any other type of crime within the last 10 years;

(d) the Director no longer meets the qualifications to serve on the Board as required by these Bylaws;

(e) the Director is physically incapacitated in a manner that prohibits the Director from voting or participating in Board meetings; or

(f) the Director fails to attend three consecutive meetings.

INSERT a new BYLAWS ARTICLE XI, entitled "INDEMNIFICATION." Said new addition to the Bylaws is:

ARTICLE XI

INDEMNIFICATION

11.01 Indemnification of Directors, Officers, and Committee Members. The Association must indemnify and defend (as provided below): (1) any current or former Association Director, (2) any current or former Association officer, (3) any current or former Association committee member, or (4) any of the Director's, officer's, or committee member's respective heirs, executors, and administrators; against reasonable expenses, including attorney fees, judgments, decrees, fines, penalties, or amounts paid in settlement, actually and

necessarily incurred by them in connection with the defense of any pending or threatened action, suit, or proceeding, criminal or civil, derivative or third party, to which they are or may be made a party by reason of being or having been a Director, officer, or committee member provided it is determined, in the manner set forth below, that (i) the Director, officer, or committee member was not and is not adjudicated to have been grossly negligent or guilty of misconduct in the performance of their duty(ies) to the Association; (ii) the Director, officer, or committee member acted in good faith in what they reasonably believed to be in, or not opposed to, the Association's best interest; (iii) in any criminal action, suit, or proceeding, the Director, officer, or committee member had no reasonable cause to believe that their conduct was unlawful and is not convicted of theft or other theft-related crime including but not limited to larceny, forgery, false pretenses, fraud, embezzlement, conversion, or any conspiracy related to any theft-related crime; and (iv) in case of settlement, the amount paid in the settlement was reasonable.

The above determination required will be made by written opinion of legal counsel whom the Board will choose. Until a determination is made, the Director, officer, or committee member is entitled to a defense of the claims by the Association. Notwithstanding the opinion of legal counsel, to the extent that a Director, officer, or committee member is successful in defense of any action, suit, or proceeding, or in the defense of any claim, issue, or matter, as the Board so verifies, they must, in that event, be indemnified and reimbursed for any costs and expenses, including legal fees, incurred in the defense. Any defense the Association provides will be by legal counsel the Association's insurance carrier selects or, if not selected by the Association's insurance carrier, a majority of the Directors, excluding the accused or threatened Director(s). If a majority of the Directors cannot agree on legal counsel or if all the Directors are accused or threatened in any action, the Board will appoint a special committee of three Owners to select legal counsel to defend the Directors.

11.02 Advance of Expenses. The Association may advance funds to cover expenses, including attorney fees, with respect to any pending or threatened action, suit, or proceeding prior to the final disposition upon receipt of a request to repay the amounts.

11.03 Indemnification Not Exclusive; Insurance. The indemnification provided for in this Article is not exclusive but is in addition to any other rights to which any person may be entitled under the Articles of Incorporation, the Declaration, these Bylaws, or Rules and Regulations of the Association, any agreement, any insurance provided by the Association, the provisions of Ohio Revised Code Section 1702 and its successor statutes, or otherwise. The Association must purchase and maintain insurance on behalf of any person who is or was a Director, officer, or committee member against any liability asserted against them or incurred by them in the capacity or arising out of their status as a Director, officer, or committee member.

11.04 Directors, Officers, and Committee Members Liability. The Association's Directors, officers, and committee members are not personally liable to the Owners for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or bad faith. The Association's and Owners' indemnification includes, but is not limited to, all contractual liabilities to third parties arising out of contracts made on the Association's behalf, except with respect to any contracts made in bad faith or contrary to the provisions of the Declaration or these Bylaws. Every contract or agreement approved by the Board and made by any Director, officer, or committee member is made only in the Director's, officer's, or committee member's capacity as a representative of the Association and has no personal liability under the contract or agreement (except as an Association Member).

11.05 Cost of Indemnification. Any sum paid or advanced by the Association under this Article constitutes a Common Expense. The Board has the power and the responsibility to raise, by special Assessment or otherwise, any sums required to discharge the Association's obligations under this Article; however the liability of any Owner arising out of the contract made by any Director, officer or committee member, or out of the aforesaid indemnity in favor of the Director, officer, or committee member is limited to the proportion of the total liability as the Owner's pro rata share bears to the total percentage interest of all the Owners as Association Members.

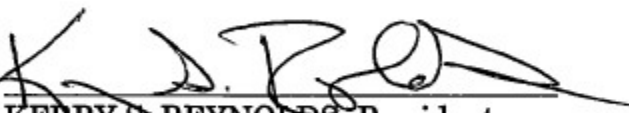
Any conflict between this provision and any other provisions of the Declaration and Bylaws are to be interpreted in favor of this amendment for modifying the

charge for late payment of Annual Assessments and other charges to the Association, modifying the Association's and Owners' maintenance, repair, and replacement responsibilities, allowing the Association to use electronic communications to the extent permitted by Ohio and Federal law, establishing a method to use mail-in and electronic ballots for voting purposes, reducing quorum, and permitting meetings to be conducted utilizing Authorized Communications Equipment, changing the date for holding the annual meeting, regarding the qualifications and removal of Directors, the indemnification of the Association's Directors, officers, and committee members. 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. On the recording of this amendment, only 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.

SIGNATURE PAGES TO FOLLOW

The Savannah Place Homeowners' Association, Inc. has caused the execution of this instrument this 20th day of JULY, 2026

SAVANNAH PLACE HOMEOWNERS' ASSOCIATION, INC.

By: 
KERRY S. REYNOLDS, President

STATE OF OHIO)
) SS
COUNTY OF MONTGOMERY)

BEFORE ME, a Notary Public, in and for the County, personally appeared the above-named Savannah Place Homeowners' Association, Inc., by **KERRY S. REYNOLDS**, its President, who acknowledged that she did sign the foregoing instrument and that the same is the free act and deed of the corporation and the free act and deed of her personally and as such officer.

I have set my hand and official seal this 20th day of July, 2026


NOTARY PUBLIC

Place notary stamp/seal here:



MICHAEL A PRESTON
Notary Public
State of Ohio
My Comm. Expires
December 30, 2029

The Savannah Place Homeowners' Association, Inc. has caused the execution of this instrument this 20th day of July, 2026.

SAVANNAH PLACE HOMEOWNERS' ASSOCIATION, INC.

By: [Signature]
JEROME M. JANKOWIAK, Secretary

STATE OF OHIO)
) SS
COUNTY OF MONTGOMERY)

BEFORE ME, a Notary Public, in and for the County, personally appeared the above-named Savannah Place Homeowners' Association, Inc., by **JEROME M. JANKOWIAK**, its Secretary, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of the corporation and the free act and deed of him personally and as such officer.

I have set my hand and official seal this 20th day of July, 2026.

[Signature]
NOTARY PUBLIC

Place notary stamp/seal here:



MICHAEL A. PRESTON
Notary Public
State of Ohio
My Comm. Expires
December 30, 2029

me
This instrument prepared by:
KAMAN & CUSIMANO, LLC
Attorneys at Law
4695 Lake Forest Drive, Suite 300
Cincinnati, Ohio 45242
(513) 878-1771
ohiohoalaw.com