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Kind: SPECIAL INSTRUMENT (DEED)
Recorded: 06/21/2024 at 03:19:05 PM
Fee Amt: \$82.00 Page 1 of 8
Montgomery County, OH
Stacey Benson-Taylor Recorder
File: 2024-00032412

NO TRANSFER
14:54:04 6/21/2024
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Karl L. Keith

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**THIRD AMENDMENT TO THE DECLARATIONS OF COVENANTS
CONDITIONS AND RESTRICTIONS FOR FOREST WALK
HOMEOWNERS' ASSOCIATION, INC.**

This will certify that the Third Amendment to the Declaration of Covenants Conditions and Restrictions for Forest Walk Homeowners' Association, Inc. is herewith recorded in the office of the County Recorder, Montgomery County, Ohio on this 21 day of May, 2024.

GR

Prepared by: MICHAEL B. MILLER
Attorney at Law
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Dayton, Ohio 45459
(937) 434-2885
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KEVIN'S BOX

**THIRD AMENDMENT TO THE DECLARATIONS OF COVENANTS CONDITIONS
AND RESTRICTIONS FOR FOREST WALK HOMEOWNERS' ASSOCIATION, INC.**

WHEREAS, this Amendment is made and entered into by the Forest Walk Homeowners' Association, Inc., with the approval or written consent of Owners holding at least seventy-five percent (75%) (36 out of 47 units) of the voting power of the Association.

WHEREAS, the Declaration of Covenants Conditions and Restrictions for Forest Walk Homeowners' Association, Inc. ("the Declaration") was recorded as Microfiche No. 99-575-A01 with the Montgomery County, Ohio Recorder's Office on or about August 24, 1999, submitted the following property to the provisions of the Declaration:

Situate in the City of Centerville, County of Montgomery, State of Ohio and being Lots Numbered 1 through 21, inclusive, together with Reserve Areas A, B, C and D of Forest Walk, Section One, as recorded in Plat Book 176, Page 27 of the Plat Records of Montgomery County, Ohio;

WHEREAS, a First Amendment to the Declaration of Covenants Conditions and Restrictions for Forest Walk Homeowners' Association, Inc. was recorded on July 23, 2001, as Microfiche 01-502-A03 with the Montgomery County, Ohio Recorder's Office, adding the following property to the provisions of the Declaration:

Situate in the City of Centerville, County of Montgomery, State of Ohio and being Lots Numbered 23 through 47, inclusive, together with Reserve Areas E, F and G of Forest Walk, Section Two, as recorded in Plat Book 182, Page 172 of the Plat Records of Montgomery County, Ohio;

WHEREAS, a Second Amendment to the Declaration of Covenants Conditions and Restrictions for Forest Walk Homeowners' Association, Inc. was recorded on May 6, 2010, as File No. AP-I-10-026046 with the Montgomery County, Ohio Recorder's Office;

WHEREAS, the Declaration and all amendments thereto are binding on the properties described in Exhibit "A" attached hereto and incorporated by this reference; and

WHEREAS, Section 11.01 of the Declaration provides that the Declaration may be amended upon the affirmative vote of the Owners entitled to exercise at least seventy-five percent (75%) of the voting power of the Association, executed with the same formalities as the Declaration and referring to the microfiche number in which the Declaration and its attached Exhibits are recorded;

(A) **PURPOSE.** Common usage trends have changed since the drafting of the original Association Documents, which does not provide for limiting the number of rental units in our Association. A change in the Association Documents is necessary in order to protect the equity of the Owners, the marketability of the Properties and to carry out the purpose for which the Association was formed, by preserving the character of the Association Property as a homogeneous, predominantly owner-occupied residential community and by preventing the Properties therein from assuming the character of a renter-occupied development. Maintaining a predominantly owner-occupied residential community status also enables greater private and governmental financing and purchase opportunities for both existing owners and future purchasers.

(B) **PREVIOUS RECORDING INFORMATION.** The Association Documents and subsequent Amendments to those documents have been recorded in the Deed Records of Montgomery County, Ohio, as follows:

ITEM RECORDED	SECTIONS AND UNITS	DATE RECORDED	INSTRUMENT NO.
Declarations of Covenants Conditions and Restrictions for Forest Walk	Section One	August 24, 1999	1999 00095318
General Warranty Deed Conveying from Developer to Association	Section One	June 14, 2000	2000 00058703
First Amendment to Declaration of Covenants Conditions and Restrictions for Forest Walk	Section Two	July 23, 2001	2001 00083861
General Warranty Deed Conveying from Developer to Association	Section Two	June 14, 2000	2004 00110095

Second Amendment to
Declaration of Covenants
Conditions and Restrictions
for Forest Walk

Sections One
and Two

May 6, 2010

2010 00026046

NOW THEREFORE, the Declaration is hereby amended at "ARTICLE XIV GENERAL" to provide for the addition of subsections "14.08" entitled "RENTAL" and subsection "14.09" entitled "RENTAL OF NEW OWNER UNITS", which shall read as follows:

14.08 RENTAL. For existing Unit Owners, the respective Dwelling Unit shall not be rented by the Owners thereof for transient or hotel purposes, which shall be defined as: (a) rental for any period less than one (1) year; or (b) any rental if the occupants of the Unit are provided customary hotel services such as room service for food and beverage, maid service, and furnishing of laundry and linen services. Other than the foregoing obligations, and subject to the Rules and Regulations, the Owners shall have the right to lease the same, provided that said lease is in writing and is made subject to the covenants and restrictions in this Declaration.

14.09 RENTAL OF NEW OWNER UNIT. In order to rent out a New Owner Unit, the Owner must occupy the unit for one full year, after which the Owner can rent the unit. This is advantageous as it does not penalize an Owner for wanting to rent the unit if the Owner chooses to do so. This will also keep the number of rental units in check so that the neighborhood does not become a majority of non-owner-occupied units with the problems that can come with such a situation, such as higher liability insurance rates, lower property values, loss of neighborhood stability and sense of community, a greater possibility of the violation of Association rules, and a greater likelihood that upkeep standards will not be met. The obligations of 14.08, above, apply to the rental of New Owner Units. For purposes of this section, "New Owner Unit" shall mean a Unit that is purchased by an owner after the enactment of this Amendment and in which the purchasing owner is not the same as the immediately preceding owner.

Except as amended herein the Declaration and all amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, on this 21 day of May, 2024, this Amendment was signed by the President of the FOREST WALK HOMEOWNERS ASSOCIATION, INC., attesting to the change, and the Secretary of the Association, who certifies that the Board of the Association has received the voter approval or written consent of Owners holding at least seventy-five percent (75%) of the voting power of the Association.

Signed and Acknowledged in the Presence of:
(Witnesses as to both)

Emileen Jergens

By: Susan D. Nelson
Susan D. Nelson President

Emileen Jergens

By: Nancy G. O'Ryan
Nancy G. O'Ryan Secretary

STATE OF OHIO
COUNTY OF MONTGOMERY, SS:

The foregoing instrument was acknowledged before me, a Notary Public in and for said County and State, on this 21 day of May, 2024, by Susan D. Nelson as President, and Nancy G. O'Ryan, as Secretary, of FOREST WALK HOMEOWNERS ASSOCIATION, INC., an Ohio non-profit corporation on behalf of said Corporation.



EMELEEN JERGENS
Notary Public
State of Ohio
My Comm. Expires
October 3, 2027

Emileen Jergens
Notary Public

EXHIBIT "A"

Lot No.

Owner(s)