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Karl L. Keith

LABEL NBR: 2 Type: DEE
Kind: SPECIAL INSTRUMENT (DEED)
Recorded: 07/21/2021 at 11:37:36 AM
Fee Amt: \$66.00 Page 1 of 6
Montgomery County, OH
Brandon C. McClain Recorder
File: 2021-00055055

AMENDMENT TO THE 6
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS
FOR
MONUMENT WALK HOMEOWNERS ASSOCIATION, INC.

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR MONUMENT WALK HOMEOWNERS ASSOCIATION, INC. RECORDED AT FILE# 2016-00025605 OF THE MONTGOMERY COUNTY RECORDS

PLAT MAPS RECORDED AT PLAT BOOK 228, PAGE 12 ET SEQ., PLAT BOOK 229, PAGE 19 ET SEQ., AND PLAT BOOK 231, PAGE 17 ET SEQ. OF THE MONTGOMERY COUNTY RECORDS.

JA

**AMENDMENT TO THE
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR
MONUMENT WALK HOMEOWNERS ASSOCIATION, INC.**

RECITALS

A. The Declaration of Covenants Conditions and Restrictions for Monument Walk Homeowners Association, Inc. (the "Declaration") and the Bylaws of Monument Walk Homeowners' Association, Inc. (the "Bylaws"), Exhibit "C" of the Declaration, were recorded at Montgomery County Records File# 2016-00025605.

B. The Monument Walk Homeowners' Association, Inc. (the "Association") is a corporation consisting of all Owners in Monument Walk and as such is the representative of all Owners.

C. Declaration Article XI, Section 11.01 authorizes amendments to the Declaration.

D. Owners representing at least 75 percent of the Association's current voting power have executed instruments in writing setting forth specifically the matter to be modified (the "Amendments").

E. As of June 6, 2021, Owners representing 75 percent of the Association's voting power have signed and delivered to the Association written consents, along with limited powers of attorney, in favor of the Amendment and authorizing the Association's officers to execute the Amendment on their behalf.

F. The Association has complied with the proceedings necessary to amend the Declaration and Bylaws, as required by the Declaration and Bylaws, in all material respects.

AMENDMENT

The Declaration of Covenants Conditions and Restrictions for Monument Walk Homeowners Association, Inc. is amended by the following:

INSERT a new DECLARATION ARTICLE XII, SECTION 12.05 entitled, "Leasing of Lots." Said new addition, to be added to Page 19 of the Declaration, as recorded at Montgomery County Records, File# 2016-00025605, is as follows:

12.05 Leasing of Lots.

(a) To preserve property values and to protect and preserve the well-being of Owners and occupants, Lots (including any Dwelling Unit located on the Lot) can only be leased, let, or rented, whether for monetary compensation or not, by an Owner to others for business, speculative, investment, or any other purpose, subject to and compliance with the following provisions:

(1) Lease terms must be for at least 12 consecutive months; all short term rentals that are less for a period of 12 months are prohibited, provided that a lease may be extended on a month to month basis after the expiration of the original 12 month term;

(2) Leases must be provided to the Board at least 10 days prior to the commencement of the lease term;

(3) No Lot may be leased, let, or rented to any business or corporate entity for the purpose of corporate housing or similar use;

(4) The rental of a Lot cannot include hotel, transient, or lodging services, including any meals, use of the kitchen for food preparation or service, bed and breakfast, vacation rental or similar room provisions and services in connection with food or beverage, maid service, the furnishing of laundry or linen, bell service, or similar services;

(5) No Lot may be sub-leased, sublet, or rented by a tenant;

(6) No individual room, part, or sub-part of any Dwelling Unit may be leased, let, or rented;

(7) The Association has at all times a limited power-of-attorney from and on behalf of any Owner who is more than 60 days past due in the payment of any assessment or other amounts due to the Association. The limited power-of-attorney permits the Association to collect the lease or rent payments directly from the lessee, tenant, or renter until the amount owed to the Association is paid in full;

(8) The lessee, tenant, or renter must abide by the terms of the Declaration, Bylaws, and rules and regulations;

(9) When an Owner leases their Lot, the Owner relinquishes access to all amenity privileges, but continues to be responsible for all obligations of ownership of their Lot and is jointly and severally liable with the lessee, tenant, or renter to the Association for the conduct of the lessee, tenant, or renter and any damage to Association property;

(10) The Association may initiate eviction proceedings to evict any lessee, tenant, or renter for violation of the Declaration, Bylaws, rules, or applicable laws, by any Occupant of the Dwelling Unit, or the Owner of the Dwelling Unit. The action will be brought by the Association, as the Owner's agent, in the name of the Owner. The Association will give the Owner at least 10 days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorneys' fees, will be assessed to the Owner and the Lot's account and is a lien against that Dwelling Unit.

(b) Any land contract must be recorded with the Montgomery County Recorder's Office and a recorded copy of the land contract must be delivered to the Board within 30 days of such recording. Any land contract not meeting the requirements of this sub-section (b) is an impermissible lease. The buyer of a Lot on a land contract meeting the requirements of this sub-section (b) is considered the Owner of the Lot for all purposes and obligations under this Declaration, the Bylaws, and the rules, except only and specifically to the extent otherwise provided in the land contract between the buyer and seller.

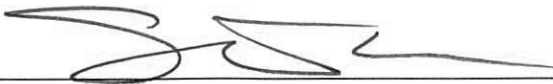
(c) The Board may adopt and enforce rules and definitions in furtherance, but not in contradiction of the above provisions, including, rules to address and eliminate attempts to circumvent the meaning or intent of this Section 12.05 and in furtherance of the preservation of Monument Walk as an owner-occupied community and against the leasing of Dwelling Units for investment or other purposes. The Board has full power and authority to deny the occupancy of any Dwelling Unit by any person or family if the Board, in its sole discretion, determines that the Owner of such Lot is intending or seeking to circumvent the meaning, purpose, or intent of this Section 12.05.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this restriction on the leasing of Lots. 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 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.

The Monument Walk Homeowners' Association, Inc. has caused the execution of this instrument this 6 day of July, 2021.

MONUMENT WALK HOMEOWNERS' ASSOCIATION, INC.

By:


Steven R. Reed, President

STATE OF OHIO

COUNTY OF

Montgomery

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BEFORE ME, a Notary Public, in and for said County, personally appeared the above-named Monument Walk Homeowners' Association, Inc., by its President, who acknowledged that he did sign the foregoing instrument, on Page 5 of 6, and that the same is the free act and deed of said corporation and the free act and deed of him personally and as such officer.

I have set my hand and official seal this 6TH day of July, 2021.

Amy L Thrash
NOTARY PUBLIC

Place notary stamp/seal here:



AMY L THRASH
Notary Public, State of Ohio
My Commission Expires:
December 23, 2025

This instrument prepared by:
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