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Kind: SPECIAL INSTRUMENT (DEED)
Recorded: 07/09/2025 at 12:07:59 PM
Fee Amt: \$55.00 Page 1 of 4
Montgomery County, OH
Lori Kennedy Recorder
File: 2025-00035719

THIRD AMENDMENT ✕
TO THE DECLARATION

of

COVENANTS, CONDITIONS AND RESTRICTIONS

for the

PLANNED UNIT RESIDENTIAL DEVELOPMENT

known as

THE RIDGE

Prepared by:

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James O. Carey
4424 Royal Ridge Way
Kettering, Ohio 45429
(813) 417-0039

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THIRD AMENDMENT
To the Declaration of Covenants, Conditions and Restrictions for the
Planned Unit Residential Development Known as The Ridge

This Third Amendment (this “Third Amendment”) is made and entered into for the purpose of amending the Declaration of Covenants, Conditions and Restrictions (“The Declaration”) for the Planned Unit Development known as The Ridge (“The Ridge”).

The original Declaration, previous two amendments, and the original plat for The Ridge were recorded in the office of the Recorder of Montgomery County, Ohio, as follows:

Item Recorded	Date	Microfiche	Plat Book Page
Declaration, together with the Articles of Incorporation and Bylaws of the Community Association of the Ridge	10/10/1979	79-542A01	
Plat (including the Declaration and other documents referenced above in the form of plat restrictions)	10/11/1979		Book 109, Page 5
First Amendment to the Declaration	10/29/1980	80-485D04	
Second Amendment to the Declaration	7/29/2016		File No. 2016-00040314

A. Purpose of the Third Amendment

The purpose of this Third Amendment is to clarify and modify certain provisions of the following section of the Declaration: *Chapter VIII. Use Restrictions, Section 8.18. Rental of Lot*, which section specifies the minimum length of time for which a residence in the Ridge may be leased or rented and the conditions that must apply in such lease agreements or rental contracts.

B. Compliance with Provisions of the Declaration Relating to Amendment

This Third Amendment is executed under the authority granted under Chapter XIV, Section 14.11, of the Declaration. At the Annual Meeting of the Class A Members, conducted on June 11, 2025, duly called for the purpose of, *inter alia*, amending the Declaration, at least 60% of the Class A members of the Association in attendance or by proxy voted to amend the Declaration as provided in this Third Amendment.

C. Amendment to the Declaration

Section 8.18 of Chapter VIII is deleted in its entirety and the following is inserted in its place:

Section 8.18. Rental of Lot

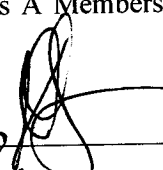
No Lot or any dwelling or other building thereon shall be made available for temporary occupancy by rental, lease, or other arrangement, including, without limitation, listing agreements or arrangements with commercial services such as Airbnb, VRBO, Guesty, Evolve, Hosthub, or any other short-term rental service. For purposes of this Section 8.18, "temporary occupancy" means occupancy for a period less than three hundred sixty-five (365) consecutive calendar days.

No Lot or any dwelling or other building thereon shall be made available for occupancy for any period of time by rental, lease, or other arrangement if the occupants are provided any services customarily provided by hotels or motels, such as maid services, furnishing of linens, or furnishing of laundry services.

Any rental, lease, or other arrangement for occupancy of a Lot or dwelling or building thereon shall be solely for occupancy by a "Single Family," as defined in Chapter I, Section 1.2, and shall conform to the notification requirements and right of first refusal provisions specified in Chapter XIII, Section 13.5.

Any rental, lease, or other arrangement for occupancy of a Lot or dwelling or building thereon shall be set forth in a written agreement and, in addition to provisions complying with the requirements of this Section 8.18, shall contain a provision that prohibits the renter, lessee, or occupant from assigning the agreement or subletting all or any portion of the Lot or premises without prior written consent of the Board of Trustees of the Ridge Homeowners Association. Any such assignment or subletting without consent shall be void and the Board, at its option, may terminate the agreement and have the parties occupying the Lot and premises under the agreement removed from the Lot and premises. The Owner of the Lot shall deliver to the Board of Trustees a copy of the written agreement, with financial information redacted, including the signature page of the agreement showing the signatures of the Owner and the renter/lessee.

In witness whereof, the undersigned have executed this Third Amendment on behalf of at least 60% of the assenting Class A Members of the Association on the dates set forth below opposite their respective names.



Dennis Helmig, President

Date: 7/3/2025



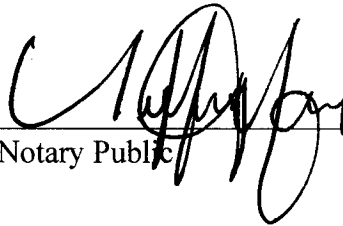
Jeff Goldman, Secretary

Date: 7/2/2025

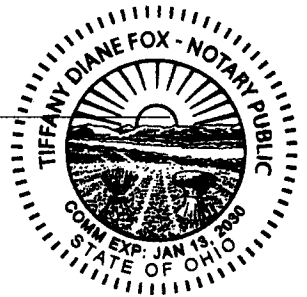
[Acknowledgements are on the following page.]

State of Ohio)
) ss:
County of Montgomery)

The forgoing instrument was acknowledged before me this 3rd day of ~~June~~ ^{July} 2025, by Dennis Helmig, President of Community Association of The Ridge, an Ohio nonprofit corporation, for and on behalf of the corporation.

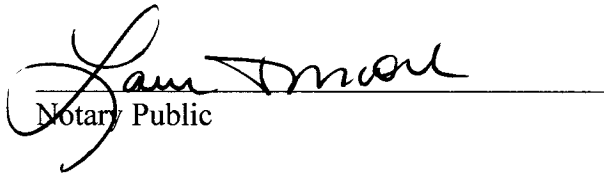


Notary Public



State of Ohio)
) ss:
County of Montgomery)

The forgoing instrument was acknowledged before me this 2 day of ~~June~~ ^{July} 2025, by Jeff Goldman, Secretary of Community Association of The Ridge, an Ohio nonprofit corporation, for and on behalf of the corporation.



Notary Public

4763007.2



LAURA J MOORE
Notary Public - State of Ohio
Commission Expires Oct 11, 2025