

**GLENCAIRN FOREST
HOMEOWNERS ASSOCIATION**

440-237-5567

P.O. BOX 33208, NORTH ROYALTON, OHIO 44133

To: All Glencairn Forest Homeowners

From: Board of Directors

Date: October 14, 2015

RE: Glencairn Forest Homeowners Association
Sub-Association Amendment

Enclosed please find a copy of the fully executed and recorded Amendment to the Declaration of Covenants, Conditions, Easements, and Restrictions for Glencairn Forest Homeowners Association. This Amendment was filed with the Summit County Fiscal Office on September 21, 2015 at Instrument No. 56157760. This Amendment became binding and effective on the date it was filed.

You are receiving a copy of this amendment because you are a member of Glencairn Forest Homeowners Association which serves as the master association for the entire Glencairn Forest development. This amendment was executed by the Board of Directors of Glencairn Forest Homeowners Association in order to reflect recent amendments to certain sub-association governing documents. This amendment is clerical and meant to insure consistency among Glencairn Forest Homeowners Association's governing documents and the governing documents of the sub-associations. The amendment only affects a few of the sub-associations, however, under Ohio law all members of Glencairn must receive a copy of the Amendment.

It is important that you file the Amendment with your Declaration and Bylaws as all of these governing documents must be passed on to any future buyer of your unit. These are the governing documents by which our Association operates.

AMENDMENT TO THE RESTATED AND AMENDED DECLARATION OF
COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS

OF

GLENCAIRN FOREST HOMEOWNERS ASSOCIATION

THIS WILL CERTIFY THAT A COPY OF THIS AMENDMENT TO THE RESTATED AND AMENDED DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF GLENCAIRN FOREST WAS FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: 8/17/15

BY: KRISTEN M. SCALISE CPA, CFE

By: Katie Mancino
Katie Mancino

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Kristen Scalise, Summit Co Fiscal Office

**AMENDMENT TO THE RESTATED AND AMENDED DECLARATION OF
COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF GLENCAIRN
FOREST**

WHEREAS, the Restated and Amended Declaration of Covenants, Conditions, Easements, and Restrictions of Glencairn Forest Homeowners Association (hereinafter "Declaration") was recorded on July 15, 2003 with the Summit County Fiscal Officer, as Instrument No. 54907875; and

WHEREAS, Glencairn Forest Homeowners Association, Inc. (hereinafter "Glencairn") is a non-profit corporation consisting of all owners in the development and as such is the representative of all owners; and

WHEREAS, Article XV, Section 15.11, of the Declaration authorizes amendments to the Declaration; and

WHEREAS, the vote of a majority of the voting power of the Board of Trustees of Glencairn in person or by proxy, at a properly noticed meeting have executed an instrument in writing setting forth specifically the new matter to be added to the Declaration; and

WHEREAS, Glencairn has, in its records, the consents to the Amendment of the Board of Trustees, as certified by the Secretary in the attached Exhibit B; and

WHEREAS, attached hereto as Exhibit A is an Affidavit of the President of Glencairn that proper notice of the Amendment was delivered personally or sent by mail to all Owners on the records of Glencairn; and

WHEREAS, the proceedings necessary to amend Declaration as required by Chapter 5312 of the Ohio Revised Code and the Declaration have in all respects been complied with.

NOW THEREFORE, the following hereby amends the Declaration as follows:

DELETE the stricken through language from and ADD the underlined language to Article V, Section 5, Subsection (b) of the Declaration as follows:

Section 5, Subsection (b) Neighborhood Expenses.

Neighborhood Expenses, including the cost of exterior staining, landscaping, snow, and ice removal from the driveways, roof repair and replacement due to ordinary wear and tear,

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(except in the "Wood Neighborhood" and the "Glencoe Neighborhood", as designated below where roof maintenance repair and replacement shall be the obligation of the owners of the respective Living Units), bi-annual gutter cleaning, and pest control, as deemed reasonable and necessary by the Neighborhood Association, shall be allocated pro rata among the owners of the Living Units in a respective Neighborhood, as opposed to be allocated based on the actual expense relating to an particular Living Unit. Future costs of maintenance repair or replacement of any exterior decks and patios pursuant to Section 7.29 below shall not be Neighborhood Expenses and shall be paid by the owners of the respective Living Units. The only maintenance responsibility of any a Homeowners Association, except the Woods Neighborhood and the Glencoe Neighborhood, relating to roofs shall be the responsibility of a Neighborhood Association for maintenance required due to age and normal wear and tear of roofs and walls of only cluster units located in the Neighborhood of such Neighborhood Association, (except for the Woods Neighborhood and the Glencoe Neighborhood, which shall have no such responsibility). Notwithstanding any other provision of the Declaration, all responsibility and cost for any and all roof repair, replacement, or maintenance of the Living Units in the Glencoe Neighborhood shall be the sole responsibility of the owner(s) of said living unit and not the Glencoe Neighborhood Homeowners Association or the Woods Neighborhood Association. Notwithstanding any other provisions of the Declaration, the Association shall have no responsibility for maintenance, repairs or replacements to Living Units caused by fire or other casualty, such as wind storms and the like, or other sudden causes, unless caused by the Developer, the Association, or their respective agents. The Owners of all Cluster, patio, or zero lot line homes hereby grant to the Association or other respective Neighborhood Associations the right and easement, on, over, under, and across the Living Unit and maintenance thereof. In connection with the special services described above, as well as other services which may be established for a Neighborhood, there shall be assessed against the benefited Living Units as a Neighborhood Assessment pursuant to Article IX of the Declaration the monthly amount of Two Hundred Eighty Dollars (\$280.00) for Living Units located in the Glencoe Neighborhood and for Living Units located in the Chapelton Court Neighborhood Association, which may be changed from time to time to reflect costs and expenses for the provision of such services and other services which may be provided by respective Neighborhood Association. The designation of the Glencoe Neighborhood in the First Amendment to the Declaration, and the designation of the Chapelton Court Neighborhood in the Second Amendment to the Declaration are incorporated herein by reference. The real estate described in Exhibits "B", "C", and "D" attached hereto is hereby designated as a Neighborhood known as "The Woods Neighborhood." The real estate described in Exhibits "E" and "F" attached hereto are hereby respectively designated the "Argyll" and "Thornhill" Neighborhoods. The Codes of Regulations of the Glencoe, Chapelton Court, The Argyll and Thornhill Neighborhood Associations shall initially have the same format as Exhibit "G" attached hereto. The Code of Regulations of the Woods Neighborhood Association shall be in the form attached hereto as Exhibit "H". As provided in the Declaration, the substantive rights and obligations set forth in such Codes of Regulations shall constitute and form a part of the Declaration, its covenants and restrictions, and shall run with the land, and be binding upon and insure to the benefit of all Persons having any right, title



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Kristen Scalise, Summit Co Fiscal Office

or interest in or to Living Units or Vacant Single Family Lots within such Neighborhood and such Association.

Any conflict between this document and any prior version of the Declaration shall be interpreted in favor of this document. Upon the recording of this Amendment, only Owners of record at the time of such filing shall have standing to contest the validity of the Amendment, whether of procedural, substantive, or any other grounds, provided further that any such challenge shall be brought within one year of the recording of the Amendment to the Declaration.

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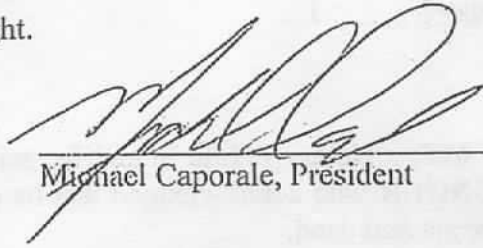
EXHIBIT A

AFFIDAVIT

STATE OF OHIO)
) SS.
COUNTY OF Summit)

MICHAEL CAPORALE, being first duly sworn, states as follows:


1. He is the President of Glencairn Forest Homeowners Association, Inc.
2. As such President, he caused copies of the Amendment to the Amended and Restated Declaration for Glencairn Forest Homeowners Association, Inc. to be delivered personally or sent by mail to all Owners on the records of the Association.
3. Further affiant sayeth naught.



Michael Caporale, President

BEFORE ME, a Notary Public in and for said County, personally appeared the above-named **MICHAEL CAPORALE** who acknowledges that he did sign the foregoing instrument and that the same is his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Redufield, Ohio, this 31 day of August, 2015.



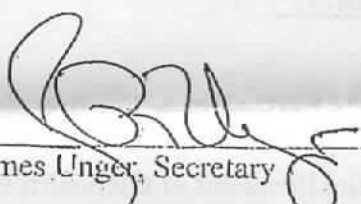
Notary Public
MICHAEL T. WINSCHER, ATTORNEY
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration c
Section 147.03 O.R.C.

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EXHIBIT B

CERTIFICATION OF SECRETARY

The undersigned, being the duly elected and qualified Secretary of Glencairn Forest Homeowners Association, Inc. hereby certifies that a majority of the of Board of Trustees at Glencairn Forest Homeowners Association voted in person or by proxy in the affirmative to approve the Amendment to the Declaration.




James Unger, Secretary

STATE OF OHIO)
) SS.
COUNTY OF Summit)


BEFORE ME, a Notary Public in and for said County, personally appeared the above-named JAMES UNGER who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Richfield Ohio, this 31 day of August, 2015.



Notary Public

MICHAEL T. WINSCHER, ATTORNEY
NOTARY PUBLIC • STATE OF OHIO
My commission has no expiration date
Section 147.03 O.R.C.

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