

RESOLUTION 055-2021

Approval of Galway Bay Homeowners Association, Inc's request to amend Article XI, Section 4 of the Association's Declaration

Be it Resolved by the Olmsted Township Board of Trustees that:

WHEREAS: Galway Bay Subdivision is a real estate development located in Olmsted Township,

WHEREAS; Galway Bay Homeowners Association, Inc. ("Association") is a homeowners association comprised of owners of real property within Galway Bay Subdivision and is governed by a Declaration of Covenants, Restrictions and Easements ("Declaration")

WHEREAS; on May 11, 2021, Attorney Janice E. Scotton, attorney for the Association, sent correspondence to the Olmsted Township Board of Trustees on behalf of the Association seeking approval for 11 separate amendments that the Association seeks to make to the Declaration

WHEREAS; one of the amendments identified by Attorney Scotton's correspondence is an amendment to Declaration Article XI, Section 4 to remove the requirement that the Olmsted Township Board of Trustees approve of amendments to the Declaration.

WHEREAS; the Olmsted Township Board of Trustees is in agreement with amending Declaration Article XI, Section 4 to delete the requirement that Olmsted Township Board of Trustees approve of any amendments to the Declaration; and

WHEREAS; this amendment has no effect on the Township's authority to enforce any regulations applicable to the Association or related properties, including but not limited to any and all applicable portions of the Olmsted Township Zoning Resolution.

NOW THEREFORE BE IT RESOLVED: The Olmsted Township Board of Trustees approves of the Association's request to amend Declaration Article XI, Section 4 of the Declaration, removing the requirement that Olmsted Township Board of Trustees approve of amendments to the Declaration.

BE IT FURTHER RESOLVED: The Olmsted Township Board of Trustees is specifically declining to take any action, render any opinion, or take any position whatsoever on the validity or legality of any other amendments to the Declaration, including, but not limited to, any other amendments requested by the Association in the February 17, 2021 letter from Attorney Scotton to the Board of Trustees.

BE IT FURTHER RESOLVED: The Olmsted Township Board of Trustees is similarly declining to take any action, render any opinion, or take any position whatsoever on any future amendments to the Declaration made by the Association.

Adopted the 9th day of June, 2021

Attest: Brian W. Gillis
Township Fiscal Officer

Township Fiscal Officer

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**LANGUAGE TO AMEND THE DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS OF GALWAY BAY SUBDIVISION OLMSTED TOWNSHIP, OHIO**

The Board of Directors for the Galway Bay Homeowners Association, Inc. proposes that the Declaration of Covenants, Restrictions and Easements of Galway Bay Subdivision (“Declaration”) and the Bylaws of Galway Bay Homeowners Association, Inc. (“Bylaws”), Olmsted Township, Ohio, be amended as follows:

AMENDMENT A

INSERT a new PARAGRAPH to the end of DECLARATION ARTICLE VI, SECTION 1 entitled, “Creation of the Obligation for Assessments.” Said new addition, to be added to Page 10 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200301140029, is as follows:

The Association, at the Board’s determination, may establish one or more required or preferred method(s) of payment, such as by Automatic Clearing House (ACH) or other methods of payment, for assessments and other charges due the Association. If the Board establishes a preferred method(s) of payment, the Association may impose a surcharge or other fee for the use of non-preferred method(s) of payment, such as check, credit card, or cash.

Any conflict between the above provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment authorizing the Board to establish a required or preferred method(s) of payment of assessments, and other charges and fees due to the Association. The invalidity of any part of the above provision will 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 will have standing to contest the validity of this amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge will be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT B

DELETE PARAGRAPH (b) from DECLARATION ARTICLE VI, SECTION 4 entitled, “Due Dates of Assessments; Defaults; Lien Rights and Priority of Liens; Personal Liability for Assessments,” in its entirety. Said deletion to be taken from Page 11 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200301140029.

INSERT a new PARAGRAPH (b) to DECLARATION ARTICLE VI, SECTION 4 entitled, “Due Dates of Assessments; Defaults; Lien Rights and Priority of Liens; Personal Liability for Assessments.” Said new addition, to be added to Page 11 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200301140029, is as follows:

(b) Any installment of any annual assessment, special assessment, or other assessment charged to a Cluster Lot Owner *by* the Association not paid within 10 days after the same will have become due and payable will be subject to a monthly flat rate late fee established by the Board, as the Board so determines. Each Unit Owner will also be liable for any and all costs incurred by the Association in connection with the collection of delinquent assessments from such Cluster Lot Owner, including reasonable attorneys' fees, monthly late charges, court costs, and other related charges.

The Association will credit any partial payment(s) made by the Owner for or on any assessment or other charges due the Association in the following order of priority:

- (1) To any interest owed to the Association;
- (2) To any administrative late fees owed to the Association;
- (3) To collection costs, attorney fees, and paralegal fees incurred by the Association; and, finally,
- (4) To the principal amounts the Owner owes to the Association for the common expenses or penalty assessments chargeable against the Cluster Lot.

Any conflict between the above modification and any other provisions of the Declaration and Bylaws will be interpreted in favor of the above amendment regarding overdue assessment/maintenance fee payments. 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 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.

AMENDMENT C

MODIFY SECTION 4(d) in DECLARATION ARTICLE VII entitled, "COVENANTS FOR MAINTENANCE." Said modification, to be made on Page 16 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200301140029, is as follows (deleted language is crossed-out; new language is underlined):

(d) the reasonable maintenance, repair and replacement of the public sidewalks abutting the Properties, driveway aprons for each Cluster Lot, and common easement areas for guest parking, driveways, and landscaping, easements, storm sewers, drainage, and swales (including catch basins therein and any other appurtenances, hard surfaces, or drives thereon) as said easements are shown on Exhibits to this Declaration, or as otherwise shown

on any record plat, or created by any other instrument of record of the Properties.

DELETE SECTION 4(e) from DECLARATION ARTICLE VII entitled, "COVENANTS FOR MAINTENANCE," in its entirety. Said deletion to be taken from Page 16 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200301140029.

DELETE DECLARATION ARTICLE VII, SECTION 5 entitled, "Responsibility of Cluster Lot Owners," in its entirety. Said deletion to be taken from Page 16 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200301140029.

INSERT a new DECLARATION ARTICLE VII, SECTION 5 entitled, "Responsibility of Cluster Lot Owners." Said new addition, to be added to Page 16 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200301140029, is as follows:

Section 5. Responsibility of Cluster Lot Owners.

(a) Owner's Responsibility. Each Cluster Lot Owner will maintain in good working condition (which includes, by way of example and not limitation, painting and staining), repair, and replace all other portions of their Cluster Lot and Living Unit, which are not maintained by the Association as provided herein and in Section 4 above, including the individual driveways and driveway aprons for the Living Unit, the private walkways and patios, all windows and glass, all exterior lighting fixtures, exterior light bulbs, lamp posts, exterior siding, gas and electric service lines, exterior heating and cooling units, and the painting of exterior surfaces of Living Units including all entrance doors, garage doors, and exterior trim. The Board of Directors or Architectural Committee must approve in writing of the colors, materials, and items selected by the Owner(s) for use in maintenance, repair, and replacement. For proper maintenance and growth, the Cluster Lot Owner, at their expense, will periodically water the lawns and landscape plantings on their Cluster Lot.

(b) Owner's Breach. The Association will notify an Owner in writing of the Owner's failure to comply with the maintenance, repair, or replacement responsibility of Cluster Lot Owners specified above. Within 10 days of the date of the written notice:

(1) Owner will request a hearing to object to the alleged reasonable need or failure to comply, or

(2) Owner will complete or diligently proceed toward completing the maintenance, repair, or replacement, as determined by the Board.

(c) If the lack of maintenance, repair, or replacement results from, is related to, may cause an emergency condition, presents a clear and imminent

danger to the health and safety of the community, or is an ongoing, continuing or reoccurring situation, the Association may perform the maintenance, repair, or replacement on behalf of the Owner without providing the Owner with prior, written notice.

(d) The Association will provide a written statement or invoice to the Owner for any charges the Association incurs for that Living Unit or Lot that is related to the maintenance, repair, replacement, or any act it undertakes related to this Section 5, including legal fees and costs. Owner will reimburse the Association for all charges on the statement or invoice within 30 days from the statement or invoice date.

(e) Until paid, the charges will be levied as an assessment against the Owner's Cluster Lot, which may include administrative late fees, and which will constitute a lien against the Lot by the Association, as provided in Declaration Article VI, Section 4(c).

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment clarifying the Association's and Owners' maintenance, repair, and replacement responsibilities. 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 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.

AMENDMENT D

INSERT a new PARAGRAPH to the end of DECLARATION ARTICLE VII, SECTION 5 entitled, "Responsibility of Cluster Lot Owners." Said new addition, to be added to Page 16 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200301140029, is as follows:

For the purpose of promoting security, each Owner must install, maintain, repair, and replace a dusk-to-dawn sensor on the Living Unit's front exterior lighting fixture(s) and lamp post lighting fixture within 90 days of the date this amendment is recorded with the County. All exterior lighting fixtures and lamp post bulb sockets will be filled with bulbs with intact filaments of the wattage called for by the manufacturer. Electrical service must be provided to the lights and the front lights must be fitted with a device to assure that the front lights are operating between dusk and dawn. The Board may adopt and enforce rules and definitions in furtherance, but not in contradiction to this provision, including, without limitation, rules to address and eliminate attempts to circumvent the meaning or intent of this Paragraph.

Any conflict between the above provision and any other provisions of the Declaration and Code will be interpreted in favor of requiring dusk-to-dawn sensors on the front exterior lighting fixture(s) and lamp post lighting fixture serving a Living Unit and Cluster Lot with restrictions. 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 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.

AMENDMENT E

MODIFY PARAGRAPH (a) in DECLARATION ARTICLE X, SECTION 2 entitled, "Architectural Control." Said modification, to be made on Pages 20-21 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200301140029, is as follows (deleted language is crossed-out; new language is underlined):

No building, wall, or other structures, including, without limitation, any structure, antenna, or dish used for the receipt or transmission of radio, television, or other communication signals, shall will be commenced, erected, constructed, reconstructed, placed, altered or maintained upon any Cluster Lot or Living Unit on the Properties by any person, except by the Developer or its authorized builder or building company, and its agents, contractors and employees, unless and until the plans and specifications showing the size, height, type and materials of construction thereof and the location of the same shall have been submitted to and approved in writing as to the harmony of the external design and the location in relation to surrounding structures and topography by the Developer, during the Development Period. After the Development Period, such ~~s~~Submission of plans and specification shall will be made to the Association for approval; provided however, that nothing herein contained shall restrict the right of the Developer to delegate or assign its rights hereunder during the Development Period to a nominee, successor Developer, or other person, firm or entity authorized by Developer, or to the Association. Such installations and replacements must comply with the Association's architectural guidelines as established by the Board.

INSERT a new DECLARATION ARTICLE X, SECTION 15 entitled, "Antennas and Satellite Dishes." Said new addition, to be added to Page 25 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200301140029, is as follows:

Section 15. Antennas and Satellite Dishes. Antennas expressly permitted by the Federal Communications Commission's ("FCC") over-the-air reception device ("OTARD") rules, including without limitation, satellite dishes one meter (approximately 39 inches) or less in diameter and an exterior

television antenna, may be installed, in strict compliance with the OTARD rules and reasonable rules, if any, established by the Directors, on the roof or exterior wall of any Living Unit or placed or maintained in or above the ground of any Cluster Lot without the prior written approval of the Directors. No other exterior antenna or external reception, transmission, or communication device will be permitted on the roof or exterior wall of any Living Unit or placed or maintained in or above the ground of any Cluster Lot without the prior written approval of the Directors or architectural committee. Subject to applicable easements and recorded rights, no facilities, including poles and wires, for the transmission of electricity, audio or video communications, such as, without limitation, cellular towers, except as again expressly permitted by the OTARD rules, will be permitted on the roof or exterior wall of any Living Unit or be placed or maintained above the surface of the ground on any Cluster Lot by any individual Owner.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment regarding the restriction of exterior installations of communication antenna devices and towers. 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 Unit 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.

AMENDMENT F

MODIFY the FIRST SENTENCE in PARAGRAPH (c) in DECLARATION ARTICLE X, SECTION 2 entitled, "Architectural Control." Said modification, to be made on Page 21 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200301140029, is as follows (deleted language is crossed-out; new language is underlined):

Notwithstanding anything to the contrary in this Declaration, no fence, outbuilding, or swimming pool (whether above-ground or in-ground) ~~shall~~ will be installed or maintained on any Cluster Lot.

INSERT a new PARAGRAPH (g) to DECLARATION ARTICLE X, SECTION 2 entitled, "Architectural Control." Said new addition, to be added to Page 21 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200301140029, is as follows:

(g) Privacy fences are permitted on any Cluster Lot provided the proposed location and specifications for any such fence must be approved by the Association prior to its construction subject to the Association's architectural guidelines established by the Board. Chain link fences are not permitted.

Any conflict between the above provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment permitting the installation of privacy fences with restrictions. 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 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.

AMENDMENT G

MODIFY the PARAGRAPH (d) in DECLARATION ARTICLE X, SECTION 2 entitled, "Architectural Control." Said modification, to be made on Page 21 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200301140029, is as follows (deleted language is crossed-out; new language is underlined):

(d) All front screen or storm doors installed on Living Units shall will be full-view doors of a style and color approved by the Developer or Association.

Any conflict between the above provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment clarifying the restrictions on front screen and storm doors. 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 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.

AMENDMENT H

INSERT a new DECLARATION ARTICLE X, SECTION 16 entitled, "Leasing of Living Units." Said new addition, to be added to Page 25 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200301140029, is as follows:

Section 16. Leasing of Living Units.

(a) The respective Living Units or part thereof will not be rented, leased, or used by the Owners thereof for transient or hotel purposes, which is defined as (i) rented for any period less than 12 full, consecutive calendar months, or (ii) any rental arrangements wherein the occupants would be provided with typical hotel services, such as room service in connection with

food or beverage, maid service, the furnishing of laundry and linen, or bellboy service, and similar services, or (iii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a Living Unit only; or (iv) rented or leased to any business or corporate entity for the purpose of corporate housing or similar type usage.

(b) Other than the above obligations, Owners have the right to lease their Living Units subject to the following conditions and restrictions:

(i) Lease terms must be for 12 full, consecutive calendar months (renewable for like periods);

(ii) The lease is made subject to the covenants and restrictions in this Declaration and any rules and regulations adopted by the Association;

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

(iv) The lessee or tenant's name and contact information including phone number and mailing address, if different from the address of the Living Unit, must be provided to the Board at least 10 days prior to commencement of the lease term.

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

(vi) No Living Unit may be sub-leased, sublet, or rented by a tenant;

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

(viii) The Association has at all times a limited power-of-attorney from and on behalf of any Owner who is more than 30 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;

(ix) When an Owner leases their Living Unit, the Living Unit Owner relinquishes all amenity privileges, but continues to be responsible for all obligations of ownership of their Unit 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;

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 Living Units. 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 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.

AMENDMENT I

INSERT a new DECLARATION ARTICLE X, SECTION 17 entitled, "Occupancy Restriction." Said new addition, to be added to Page 25 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200301140029, is as follows:

Section 17. Occupancy Restriction. A person who is classified as a sex offender/child-victim offender and for whom the County Sheriff or other government entity must provide community notice of the sex offender's residential address, is prohibited from residing in or occupying a Living Unit and from remaining in or on the Properties for any length of time. The classification of a sex offender/child-victim offender and the determination of whether notice is required is made by a court of law in accordance with the Ohio Sex Offenders Act, or similar statute from another jurisdiction as either may be amended or renamed from time to time. The Association is not liable to any Owner, occupant, or visitor of any Owner, or of the Association, as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce any provision of this Occupancy Restriction.

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

AMENDMENT J

DELETE DECLARATION ARTICLE XII, SECTION 1 entitled, "Notices," in its entirety. Said deletion to be taken from Page 27 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200301140029.

INSERT a new DECLARATION ARTICLE XII, SECTION 1 entitled, "Notices and Other Actions and Communications." Said new addition, to be added to Page 27 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200301140029, is as follows:

Section 1. Notices and Other Actions and Communications.

(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 (1) by regular U.S. mail, first-class postage prepaid, or (2) delivered in accordance with Paragraph (c) below, to the Board President, to any two other Board members, to the Association at the address of the Properties, to the Association's manager or management company, if any, or to any other address as the Board may designate by written notice to all Owners.

(b) Service of Notices on Unit 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 (1) personally delivered to the Owner, (2) placed under or attached to the front or main entry door of the Owner's Living Unit, (3) sent by regular U.S. mail, first-class postage prepaid, to the Owner's Living Unit address or to another address the Owner designates in writing to the Board, or (4) delivered in accordance with Section 1(c) below. If there is more than one person owning a single Living Unit, 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 Living Unit.

(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 Section 1(a) and 1(b) above, the following may be accomplished using electronic mail or other transmission technology available at that time that is a generally accepted business practice:

(a) any notice required in the Declaration or Bylaws to be sent or received;

(b) any signature, vote, consent, or approval required to be obtained; and

(c) 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:

(a) 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, in accordance with Section 1(b) above.

(b) For voting on matters other than the election of Board members, the Association may provide for voting by electronic mail or other transmission technology.

(c) An electronic mail or transmission technology to an Owner is not considered delivered and effective if the Association's transmission to the Owner fails two consecutive times, 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 in accordance with Section 1(b) above.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment permitting notices by regular U.S. or electronic mail and permitting the Association to use electronic communications to the extent permitted by Ohio and Federal law. 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 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.

AMENDMENT K

THIS SECTION IS INTENTIONALLY LEFT BLANK AS AMENDMENT "K" IS A PROPOSED AMENDMENT TO THE ASSOCIATION'S BYLAWS. AMENDMENTS TO THE BYLAWS DO NOT REQUIRE TOWNSHIP APPROVAL.

AMENDMENT L

THIS SECTION IS INTENTIONALLY LEFT BLANK AS AMENDMENT "L" IS A PROPOSED AMENDMENT TO THE ASSOCIATION'S BYLAWS. AMENDMENTS TO THE BYLAWS DO NOT REQUIRE TOWNSHIP APPROVAL.

AMENDMENT M

DELETE DECLARATION ARTICLE XI, SECTION 4 entitled, "Township Approval," in its entirety. Said deletion, to be taken from Page 26 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200301140029., is as follows (deleted language is crossed-out):

Section 4. Township Approval. No amendment shall be effective until approved by the Township.

Any conflict between this provision and any other provision of the Declaration and Bylaws will be interpreted in favor of this amendment pertaining to the procedure for amending the Declaration. The invalidity of any part of the above provision will 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 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.



KAMAN & CUSIMANO^{LLC}

ATTORNEYS AT LAW

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216-696-0650

May 24th
26th
May

50 Public Square, Suite 2000
Cleveland, Ohio 44113
Fax: 216-771-8478

May 11, 2021

Olmsted Township
c/o Olmsted Township Board of Trustees
7900 Fitch Road
Olmsted Township, Ohio 44138

Re: Galway Bay Homeowners Association, Inc.

Dear Board of Trustees:

Our office represents the Galway Bay Homeowners Association, Inc. ("Galway Bay"). On February 17, 2021, I sent the enclosed letter in an effort to obtain the Township Trustees' approval of amendments to the Association's Declaration. To date we have received no response.

In the past, the Trustees have, by Resolution, permitted associations to amend their documents and to remove the requirement for prior Township approval. In an effort to expedite this matter, I enclosed a Proposed Resolution that mirrors the Resolution of the Olmsted Trustees for Woodgate Farms Homeowners Association, Inc.

Please review the Proposed Resolution language and return the executed document if the Township adopts the Resolution; whether there is any additional information the Township requires; or please provide an estimated time within which the Trustees anticipate making a decision as to whether it will provide consent.

I look forward to hearing from you.

Sincerely yours,


JANICE E. SCOTTON

JES:sh
Enclosures
cc: All Board members (via electronic mail only)



KAMAN & CUSIMANO^{LLC}

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February 17, 2021

Olmsted Township
c/o Olmsted Township Board of Trustees
7900 Fitch Road
Olmsted Township, Ohio 44138

Re: Galway Bay Homeowners Association, Inc.

Dear Board of Trustees:

Our office represents the Galway Bay Homeowners Association, Inc. ("Galway Bay"). On behalf of the Board of Directors for Galway Bay, we were authorized to draft 13 amendments to the Association's Declaration and to seek the Olmsted Township's approval for the proposed amendments.

As you may know, Galway Bay's Declaration Article XI, Section 3 requires 75 percent approval of the membership present at a meeting in person or by proxy *as well as* Section 4 requiring the approval of the Olmsted Township Board of Trustees to approve the amendments. As you will see, the nature of the types of changes the homeowners associations seek to make to their governing documents by amendment include those that make the operation and administration of the Association efficient and cost effective. They also include use and lifestyle changes that are aimed at protecting the community aesthetic and property values. No amendment can conflict with Olmsted Township ordinance, state or federal law. The Association respectfully requests the Township Trustees allow the Association to remove the requirement that the Trustees' first approve of any proposed amendment to their governing documents. Following is a brief summary of each proposed amendment.

The amendments are aimed at (1) establishing a required or preferred assessment payment method, (2) permitting the Association to assess a late charge after an assessment is not paid in 10 days rather than 30 days past due, (3) shifting responsibility for painting the exterior surfaces of all entrance doors and garage doors and exterior trim on the homes from the Association to the

owners, (4) requiring owners to illuminate their exterior lights and lamp post lights from dusk to dawn, (5) ensuring compliance with the FCC regulations regarding satellite dishes and allowing flexibility as the regulations may change, (6) permitting fences with reasonable restrictions and removing all obsolete references to the developer, (7) adding further restrictions to front screen and storm door installations and removing all obsolete references to the developer, (8) setting a minimum time period of 12 consecutive months for a home to be leased, (9) prohibiting classified sexual offenders/child-victim offenders from living in or entering the community, (10) clarifying notices may be sent by regular U.S. or electronic mail and permits the Association to use advanced technology, including electronic communications to the extent permitted by Ohio and federal law, to conduct business, (11) requiring the annual meeting to be held at any time, in any location on any date within the first calendar quarter, (12) extending the validity and use of proxies from 11 months to five years, and (13) removing the requirement that the Association must obtain approval from the Olmsted Township Board of Trustees' prior to amending their governing documents. I have enclosed the proposed amendment language for the Board's consideration.

The Association trusts the Township will have no objection to these amendments and will allow the Association to remove the requirement for Board of Trustees' approval by resolution. Once the Board has had the opportunity to review the information provided, please advise me as to whether the Township will approve the amendments, will craft a resolution for removal of its approval, or if there is any additional information the Township requires before providing its consent. Please note that all other provisions within the Declaration that concern the Township remain as is.

Should the Board of Trustees wish to further discuss the amendments, please do not hesitate to telephone me.

Sincerely yours,



JANICE E. SCOTTON

JES:sh

Enclosures

cc: All Board members (via electronic mail only)

**LANGUAGE TO AMEND THE DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS OF GALWAY BAY SUBDIVISION OLMSTED TOWNSHIP, OHIO**

The Board of Directors for the Galway Bay Homeowners Association, Inc. proposes that the Declaration of Covenants, Restrictions and Easements of Galway Bay Subdivision (“Declaration”) and the Bylaws of Galway Bay Homeowners Association, Inc. (“Bylaws”), Olmsted Township, Ohio, be amended as follows:

AMENDMENT A

INSERT a new PARAGRAPH to the end of DECLARATION ARTICLE VI, SECTION 1 entitled, “Creation of the Obligation for Assessments.” Said new addition, to be added to Page 10 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200301140029, is as follows:

The Association, at the Board’s determination, may establish one or more required or preferred method(s) of payment, such as by Automatic Clearing House (ACH) or other methods of payment, for assessments and other charges due the Association. If the Board establishes a preferred method(s) of payment, the Association may impose a surcharge or other fee for the use of non-preferred method(s) of payment, such as check, credit card, or cash.

Any conflict between the above provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment authorizing the Board to establish a required or preferred method(s) of payment of assessments, and other charges and fees due to the Association. The invalidity of any part of the above provision will 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 will have standing to contest the validity of this amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge will be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT B

DELETE PARAGRAPH (b) from DECLARATION ARTICLE VI, SECTION 4 entitled, “Due Dates of Assessments; Defaults; Lien Rights and Priority of Liens; Personal Liability for Assessments,” in its entirety. Said deletion to be taken from Page 11 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200301140029.

INSERT a new PARAGRAPH (b) to DECLARATION ARTICLE VI, SECTION 4 entitled, “Due Dates of Assessments; Defaults; Lien Rights and Priority of Liens; Personal Liability for Assessments.” Said new addition, to be added to Page 11 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200301140029, is as follows:

(b) Any installment of any annual assessment, special assessment, or other assessment charged to a Cluster Lot Owner *by* the Association not paid within 10 days after the same will have become due and payable will be subject to a monthly flat rate late fee established by the Board, as the Board so determines. Each Unit Owner will also be liable for any and all costs incurred by the Association in connection with the collection of delinquent assessments from such Cluster Lot Owner, including reasonable attorneys' fees, monthly late charges, court costs, and other related charges.

The Association will credit any partial payment(s) made by the Owner for or on any assessment or other charges due the Association in the following order of priority:

- (1) To any interest owed to the Association;
- (2) To any administrative late fees owed to the Association;
- (3) To collection costs, attorney fees, and paralegal fees incurred by the Association; and, finally,
- (4) To the principal amounts the Owner owes to the Association for the common expenses or penalty assessments chargeable against the Cluster Lot.

Any conflict between the above modification and any other provisions of the Declaration and Bylaws will be interpreted in favor of the above amendment regarding overdue assessment/maintenance fee payments. 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 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.

AMENDMENT C

MODIFY SECTION 4(d) in DECLARATION ARTICLE VII entitled, "COVENANTS FOR MAINTENANCE." Said modification, to be made on Page 16 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200301140029, is as follows (deleted language is crossed-out; new language is underlined):

(d) the reasonable maintenance, repair and replacement of the public sidewalks abutting the Properties, ~~driveway aprons for each Cluster Lot, and common easement areas for guest parking, driveways, and landscaping, easements, storm sewers, drainage, and swales (including catch basins therein and any other appurtenances, hard surfaces, or drives thereon)~~ as said easements are shown on Exhibits to this Declaration, or as otherwise shown

on any record plat, or created by any other instrument of record of the Properties.

DELETE SECTION 4(e) from DECLARATION ARTICLE VII entitled, "COVENANTS FOR MAINTENANCE," in its entirety. Said deletion to be taken from Page 16 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200301140029.

DELETE DECLARATION ARTICLE VII, SECTION 5 entitled, "Responsibility of Cluster Lot Owners," in its entirety. Said deletion to be taken from Page 16 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200301140029.

INSERT a new DECLARATION ARTICLE VII, SECTION 5 entitled, "Responsibility of Cluster Lot Owners." Said new addition, to be added to Page 16 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200301140029, is as follows:

Section 5. Responsibility of Cluster Lot Owners.

(a) Owner's Responsibility. Each Cluster Lot Owner will maintain in good working condition (which includes, by way of example and not limitation, painting and staining), repair, and replace all other portions of their Cluster Lot and Living Unit, which are not maintained by the Association as provided herein and in Section 4 above, including the individual driveways and driveway aprons for the Living Unit, the private walkways and patios, all windows and glass, all exterior lighting fixtures, exterior light bulbs, lamp posts, exterior siding, gas and electric service lines, exterior heating and cooling units, and the painting of exterior surfaces of Living Units including all entrance doors, garage doors, and exterior trim. The Board of Directors or Architectural Committee must approve in writing of the colors, materials, and items selected by the Owner(s) for use in maintenance, repair, and replacement. For proper maintenance and growth, the Cluster Lot Owner, at their expense, will periodically water the lawns and landscape plantings on their Cluster Lot.

(b) Owner's Breach. The Association will notify an Owner in writing of the Owner's failure to comply with the maintenance, repair, or replacement responsibility of Cluster Lot Owners specified above. Within 10 days of the date of the written notice:

(1) Owner will request a hearing to object to the alleged reasonable need or failure to comply, or

(2) Owner will complete or diligently proceed toward completing the maintenance, repair, or replacement, as determined by the Board.

(c) If the lack of maintenance, repair, or replacement results from, is related to, may cause an emergency condition, presents a clear and imminent

danger to the health and safety of the community, or is an ongoing, continuing or reoccurring situation, the Association may perform the maintenance, repair, or replacement on behalf of the Owner without providing the Owner with prior, written notice.

(d) The Association will provide a written statement or invoice to the Owner for any charges the Association incurs for that Living Unit or Lot that is related to the maintenance, repair, replacement, or any act it undertakes related to this Section 5, including legal fees and costs. Owner will reimburse the Association for all charges on the statement or invoice within 30 days from the statement or invoice date.

(e) Until paid, the charges will be levied as an assessment against the Owner's Cluster Lot, which may include administrative late fees, and which will constitute a lien against the Lot by the Association, as provided in Declaration Article VI, Section 4(c).

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment clarifying the Association's and Owners' maintenance, repair, and replacement responsibilities. 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 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.

AMENDMENT D

INSERT a new PARAGRAPH to the end of DECLARATION ARTICLE VII, SECTION 5 entitled, "Responsibility of Cluster Lot Owners." Said new addition, to be added to Page 16 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200301140029, is as follows:

For the purpose of promoting security, each Owner must install, maintain, repair, and replace a dusk-to-dawn sensor on the Living Unit's front exterior lighting fixture(s) and lamp post lighting fixture within 90 days of the date this amendment is recorded with the County. All exterior lighting fixtures and lamp post bulb sockets will be filled with bulbs with intact filaments of the wattage called for by the manufacturer. Electrical service must be provided to the lights and the front lights must be fitted with a device to assure that the front lights are operating between dusk and dawn. The Board may adopt and enforce rules and definitions in furtherance, but not in contradiction to this provision, including, without limitation, rules to address and eliminate attempts to circumvent the meaning or intent of this Paragraph.

Any conflict between the above provision and any other provisions of the Declaration and Code will be interpreted in favor of requiring dusk-to-dawn sensors on the front exterior lighting fixture(s) and lamp post lighting fixture serving a Living Unit and Cluster Lot with restrictions. 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 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.

AMENDMENT E

MODIFY PARAGRAPH (a) in DECLARATION ARTICLE X, SECTION 2 entitled, “Architectural Control.” Said modification, to be made on Pages 20-21 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200301140029, is as follows (deleted language is crossed-out; new language is underlined):

No building, wall, or other structures, ~~including, without limitation, any structure, antenna, or dish used for the receipt or transmission of radio, television, or other communication signals, shall~~ will be commenced, erected, constructed, reconstructed, placed, altered or maintained upon any Cluster Lot or Living Unit on the Properties by any person, ~~except by the Developer or its authorized builder or building company, and its agents, contractors and employees, unless and until the plans and specifications showing the size, height, type and materials of construction thereof and the location of the same shall have been submitted to and approved in writing as to the harmony of the external design and the location in relation to surrounding structures and topography by the Developer, during the Development Period. After the Development Period, such~~ Submission of plans and specification shall will be made to the Association for approval; provided however, that nothing herein contained shall restrict the right of the Developer to delegate or assign its rights hereunder during the Development Period to a nominee, successor Developer, or other person, firm or entity authorized by Developer, or to the Association. Such installations and replacements must comply with the Association’s architectural guidelines as established by the Board.

INSERT a new DECLARATION ARTICLE X, SECTION 15 entitled, “Antennas and Satellite Dishes.” Said new addition, to be added to Page 25 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200301140029, is as follows:

Section 15. Antennas and Satellite Dishes. Antennas expressly permitted by the Federal Communications Commission’s (“FCC”) over-the-air reception device (“OTARD”) rules, including without limitation, satellite dishes one meter (approximately 39 inches) or less in diameter and an exterior

television antenna, may be installed, in strict compliance with the OTARD rules and reasonable rules, if any, established by the Directors, on the roof or exterior wall of any Living Unit or placed or maintained in or above the ground of any Cluster Lot without the prior written approval of the Directors. No other exterior antenna or external reception, transmission, or communication device will be permitted on the roof or exterior wall of any Living Unit or placed or maintained in or above the ground of any Cluster Lot without the prior written approval of the Directors or architectural committee. Subject to applicable easements and recorded rights, no facilities, including poles and wires, for the transmission of electricity, audio or video communications, such as, without limitation, cellular towers, except as again expressly permitted by the OTARD rules, will be permitted on the roof or exterior wall of any Living Unit or be placed or maintained above the surface of the ground on any Cluster Lot by any individual Owner.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment regarding the restriction of exterior installations of communication antenna devices and towers. 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 Unit 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.

AMENDMENT F

MODIFY the FIRST SENTENCE in PARAGRAPH (c) in DECLARATION ARTICLE X, SECTION 2 entitled, "Architectural Control." Said modification, to be made on Page 21 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200301140029, is as follows (deleted language is crossed-out; new language is underlined):

Notwithstanding anything to the contrary in this Declaration, no fence, outbuilding, or swimming pool (whether above-ground or in-ground) shall will be installed or maintained on any Cluster Lot.

INSERT a new PARAGRAPH (g) to DECLARATION ARTICLE X, SECTION 2 entitled, "Architectural Control." Said new addition, to be added to Page 21 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200301140029, is as follows:

(g) Privacy fences are permitted on any Cluster Lot provided the proposed location and specifications for any such fence must be approved by the Association prior to its construction subject to the Association's architectural guidelines established by the Board. Chain link fences are not permitted.

Any conflict between the above provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment permitting the installation of privacy fences with restrictions. 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 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.

AMENDMENT G

MODIFY the PARAGRAPH (d) in DECLARATION ARTICLE X, SECTION 2 entitled, “Architectural Control.” Said modification, to be made on Page 21 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200301140029, is as follows (deleted language is crossed-out; new language is underlined):

(d) All front screen or storm doors installed on Living Units shall will be full-view doors of a style and color approved by the Developer or Association.

Any conflict between the above provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment clarifying the restrictions on front screen and storm doors. 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 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.

AMENDMENT H

INSERT a new DECLARATION ARTICLE X, SECTION 16 entitled, “Leasing of Living Units.” Said new addition, to be added to Page 25 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200301140029, is as follows:

Section 16. Leasing of Living Units.

(a) The respective Living Units or part thereof will not be rented, leased, or used by the Owners thereof for transient or hotel purposes, which is defined as (i) rented for any period less than 12 full, consecutive calendar months, or (ii) any rental arrangements wherein the occupants would be provided with typical hotel services, such as room service in connection with

food or beverage, maid service, the furnishing of laundry and linen, or bellboy service, and similar services, or (iii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a Living Unit only; or (iv) rented or leased to any business or corporate entity for the purpose of corporate housing or similar type usage.

(b) Other than the above obligations, Owners have the right to lease their Living Units subject to the following conditions and restrictions:

(i) Lease terms must be for 12 full, consecutive calendar months (renewable for like periods);

(ii) The lease is made subject to the covenants and restrictions in this Declaration and any rules and regulations adopted by the Association;

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

(iv) The lessee or tenant's name and contact information including phone number and mailing address, if different from the address of the Living Unit, must be provided to the Board at least 10 days prior to commencement of the lease term.

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

(vi) No Living Unit may be sub-leased, sublet, or rented by a tenant;

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

(viii) The Association has at all times a limited power-of-attorney from and on behalf of any Owner who is more than 30 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;

(ix) When an Owner leases their Living Unit, the Living Unit Owner relinquishes all amenity privileges, but continues to be responsible for all obligations of ownership of their Unit 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;

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 Living Units. 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 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.

AMENDMENT I

INSERT a new DECLARATION ARTICLE X, SECTION 17 entitled, "Occupancy Restriction." Said new addition, to be added to Page 25 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200301140029, is as follows:

Section 17. Occupancy Restriction. A person who is classified as a sex offender/child-victim offender and for whom the County Sheriff or other government entity must provide community notice of the sex offender's residential address, is prohibited from residing in or occupying a Living Unit and from remaining in or on the Properties for any length of time. The classification of a sex offender/child-victim offender and the determination of whether notice is required is made by a court of law in accordance with the Ohio Sex Offenders Act, or similar statute from another jurisdiction as either may be amended or renamed from time to time. The Association is not liable to any Owner, occupant, or visitor of any Owner, or of the Association, as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce any provision of this Occupancy Restriction.

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

AMENDMENT J

DELETE DECLARATION ARTICLE XII, SECTION 1 entitled, "Notices," in its entirety. Said deletion to be taken from Page 27 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200301140029.

INSERT a new DECLARATION ARTICLE XII, SECTION 1 entitled, "Notices and Other Actions and Communications." Said new addition, to be added to Page 27 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200301140029, is as follows:

Section 1. Notices and Other Actions and Communications.

(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 (1) by regular U.S. mail, first-class postage prepaid, or (2) delivered in accordance with Paragraph (c) below, to the Board President, to any two other Board members, to the Association at the address of the Properties, to the Association's manager or management company, if any, or to any other address as the Board may designate by written notice to all Owners.

(b) Service of Notices on Unit 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 (1) personally delivered to the Owner, (2) placed under or attached to the front or main entry door of the Owner's Living Unit, (3) sent by regular U.S. mail, first-class postage prepaid, to the Owner's Living Unit address or to another address the Owner designates in writing to the Board, or (4) delivered in accordance with Section 1(c) below. If there is more than one person owning a single Living Unit, 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 Living Unit.

(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 Section 1(a) and 1(b) above, the following may be accomplished using electronic mail or other transmission technology available at that time that is a generally accepted business practice:

(a) any notice required in the Declaration or Bylaws to be sent or received;

(b) any signature, vote, consent, or approval required to be obtained; and

(c) 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:

(a) 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, in accordance with Section 1(b) above.

(b) For voting on matters other than the election of Board members, the Association may provide for voting by electronic mail or other transmission technology.

(c) An electronic mail or transmission technology to an Owner is not considered delivered and effective if the Association's transmission to the Owner fails two consecutive times, 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 in accordance with Section 1(b) above.

Any conflict between these provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment permitting notices by regular U.S. or electronic mail and permitting the Association to use electronic communications to the extent permitted by Ohio and Federal law. 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 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.

AMENDMENT

DELETE BYLAWS ARTICLE VII, SECTION 1 entitled, "Annual Meeting," in its entirety. Said deletion to be taken from Page 9 of the Bylaws, as recorded at Cuyahoga County Records, Instrument No. 200301140029.

INSERT a new BYLAWS ARTICLE VII, SECTION 1 entitled, "Annual Meeting." Said new addition, to be added to Page 9 of the Bylaws, as recorded at Cuyahoga County Records, Instrument No. 201905150669, is as follows:

SECTION 1. Annual Meeting.

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

Any conflict between the above provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment changing the date for holding the annual meeting. 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 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.

AMENDMENT L

DELETE BYLAWS ARTICLE VIII, SECTION 2 entitled, "Requirements and Duration," in its entirety. Said deletion to be taken from Page 11 of the Bylaws, as recorded at Cuyahoga County Records, Instrument No. 201905150669.

INSERT a new DECLARATION ARTICLE VIII, SECTION 2 entitled, "Requirements and Duration." Said new addition, to be added to Page 11 of the Bylaws, as recorded at Cuyahoga County Records, Instrument No. 201905150669, is as follows:

SECTION 2. Requirements and Duration.

All proxies will be in writing or appointed in any other manner permitted by Ohio law, and filed with the Secretary. Without affecting any vote, act or execution previously taken or authorized, the Member(s) appointing a proxy may revoke a proxy by a later dated appointment of proxy received by the Association or by giving notice of revocation to the Association in writing or in an open meeting up to the time the voting or act is closed. The mere presence at a meeting

of the Member(s) appointing a proxy does not revoke the appointment. No proxy will extend beyond a period of five years and every proxy will automatically cease upon sale by the Member of their Cluster Lot or Living Unit.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment regarding the use of proxies. 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 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.

AMENDMENT M

DELETE DECLARATION ARTICLE XI, SECTION 4 entitled, "Township Approval," in its entirety. Said deletion, to be taken from Page 26 of the Declaration, as recorded at Cuyahoga County Records, Instrument No. 200301140029., is as follows (deleted language is crossed-out):

~~Section 4. Township Approval. No amendment shall be effective until approved by the Township.~~

Any conflict between this provision and any other provision of the Declaration and Bylaws will be interpreted in favor of this amendment pertaining to the procedure for amending the Declaration. The invalidity of any part of the above provision will 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 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.



KAMAN & CUSIMANO[®]

ATTORNEYS AT LAW

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June 10, 2021

Olmsted Township
c/o Olmsted Township Board of Trustees
7900 Fitch Road
Olmsted Township, Ohio 44138

Re: Galway Bay Homeowners Association, Inc.

Dear Board of Trustees:

We are in receipt of the Township's Resolution 055-2021, which approves removal of the requirement to obtain Township approval for future amendments to its Declaration.

On behalf of the Galway Bay Homeowners Association, Inc., I want to thank the Olmsted Township Trustees for enacting this Resolution. The Association will be able to operate in a more efficient and expeditious manner as a result.

Sincerely yours,



JANICE E. SCOTTON

JES:sh
Enclosures
cc: All Board members (via electronic mail only)