



**BEDFORD DALES  
CONDOMINIUM ASSOCIATION  
HANDBOOK  
OF RULES & INFORMATION**

*Updated: February 16, 2021  
Effective: April 1, 2021*

## WELCOME TO BEDFORD DALES CONDOMINIUMS

On behalf of the Association, we hope you enjoy your condominium unit. Our objective is to maintain Bedford Dales as a safe, attractive and well maintained community. In order to accomplish this, we have established a set of rules and regulations that pertain strictly to living at Bedford Dales in a condominium atmosphere.

There are common sense rules and regulations that take into consideration the health, safety, and comfort of all owners and tenants who reside at Bedford Dales. We hope you will find them reasonable and will cooperate by abiding by them.

The Board of Directors is given the authority to enact and enforce these Rules and Regulations by the Declaration of Condominium Ownership and the By-Laws, specifically Article IX of the By Laws.

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This booklet is intended to supplement, not replace, the Declaration and Bylaws; therefore, if there should be an inadvertent discrepancy between what is expressed in this booklet and the recorded documents, the Declaration and/or Bylaws shall govern.

We ask that you keep this booklet handy and refer to it when necessary. If something arises that is not covered in the booklet, please do not hesitate to contact the Management Company or the Board.

Additional information, rules and regulations are also contained in the Bedford Dales Declaration and By-laws, as recorded in Volume 13169, Page 315 et seq. of Cuyahoga County Records. Additional copies may be obtained from the Management Company or the Cuyahoga County Recorders Office, for a fee.

Sincerely,

Board of Directors  
Bedford Dales Condominium Association

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## INTRODUCTION

Bedford Dales Condominium is comprised of seventy two (72) Condominium Units located in Bedford, Ohio. The condominium property is served by the Bedford Police and Fire Departments. Roadways and parking areas within the property are private and maintained by the Association.

As a private condominium association, we are governed by our own Declaration and By-laws. We elect our Board of Directors, which is composed of five (5) unit owners, each serving a two-year term. The Board manages association affairs on behalf of all the unit owners. All owners and residents should read the Association Documents.

The Annual Meeting for the election of Board Members is held in February each year. Regularly scheduled Board meetings are held through the year. Unit owners wishing to attend a Board meeting should call the Management Company to verify meeting date, time and place. If you wish to attend a Board meeting for a specific purpose, please inform the management company at least one week in advance regarding the topic you wish to discuss. This will enable Board members to plan a more informative and responsive meeting.

Aries Management Corporation, a professional management company, handles the day-to-day management of the Association. It is responsible for the billing and collection of monthly maintenance fees, obtaining bids for services rendered to the Association, i.e. snowplowing and landscaping, and monitoring these services. It also acts in an advisory capacity to the Board of Directors. Any questions should be directed to Aries Management Corporation.

### **ARIES MANAGEMENT CORPORATION**

9821 Olde Eight Road, Suite C

Northfield Center OH 44067

330-468-2318

E-mail: [info@ariesmanagement.com](mailto:info@ariesmanagement.com)—Subject: Bedford Dales

**Good Neighbor Policy:** The Bedford Dales Declaration and By-laws define the standard of living residents may expect from Association living. These documents are designed to protect the rights of each resident. However, policy and procedure cannot replace courtesy and the need to communicate with each other. Before filing a complaint about a neighbor, take the time to have a personal discussion. Neighbors talking with each other can achieve quicker results in a friendlier fashion. Our documents are our foundation. Our community spirit lies within each resident.

**THE ASSOCIATION AND THE MANAGEMENT COMPANY DO NOT HAVE THE RESPONSIBILITY FOR LAW ENFORCEMENT AT BEDFORD DALES CONDOMINIUM ASSOCIATION. THE RESPONSIBILITY FOR DEALING WITH SUSPICIOUS OR CRIMINAL ACTIVITY REMAINS EXCLUSIVELY WITH THE BEDFORD POLICE DEPARTMENT. Emergency—911; Non-Emergency—440-232-1600.**

## **I. CHANNELS OF COMMUNICATION**

The Board of Directors consists of five (5) individuals who are unit owners and are elected by their fellow unit owners. Board members serve without compensation and are responsible for making the decisions affecting our property. Decisions concerning the property are made during the Board's monthly meeting, generally held on the Third Monday of every other month.

In between the monthly Board meetings, the Association relies on the Management Company to carry out the Board's decisions and handle all communications by and between the Association's owners, contractors and vendors. If you have questions or concerns about the maintenance of the property, please direct the matter to the Management Company, in writing. In case of an emergency, such as a fire, you should contact the fire/police departments.

The Board requests and appreciates your cooperation in respecting that Board Members are not employees and should not be contacted directly on Association related matters outside of Board meetings. Board Members are not individually responsible for resolving Association matters and can only decide on issues brought to their attention by the Management Company. The only exception is that you should send a letter directly to the Board members concerning problems that you may have with the Management Company. Again, all other communications must be directed through the Management Company to assure that your concerns and questions are properly addressed and answered.

## **II. ENVIRONMENT OF COMMON AREAS/PROPERTY**

**Common Property** is defined as all property except the individually owned units. These areas are owned by all unit owners together. Repair and maintenance of the Common Property is the responsibility of the Association except as outlined in the Declaration, By-laws and Rules and Regulations. Examples include, but are not limited to: lawns, outdoor parking areas and exteriors of the buildings. The common areas are for the use and enjoyment of all Bedford Dales Condominium residents. Therefore, everyone is requested to be considerate in his or her use of the area.

### **A. GENERAL RESTRICTIONS**

1. Littering is prohibited
2. All owners, residents or tenants are prohibited from walking and/or being on the roof of any building.
3. Damage to the Common Property cause by an owner, tenant or guest must be repaired or replaced at the expense of the unit owner. Unit owners are responsible for the actions of their tenants.
4. No furniture or appliances are to be placed permanently on the common areas. Items left unattended on the common property will be removed by the Association and stored at the owner's expense.
5. Noise which disturbs others is prohibited. Residents must refrain from any activity that creates a nuisance.
6. Unit owners must report the need for any repairs of the Common Property to the Management Company. No one is to tamper with, or attempt to repair, any equipment.
7. Any complaints must be in writing and signed.
8. Homeowners must not give work instructions to any maintenance or service contractor (i.e. landscaper, snowplower). This requirement is not intended to reduce or refuse service; it is simply an administrative procedure to insure that the

contractor is performing the work in accordance with the contractual agreement. All service contractor requests must be submitted to the Management Company. Should any owner, resident, tenant or guest, be found in violation of this rule, and the contractor is forced to leave the premises without completion of the task at hand, may be held liable for payment to the Association for hiring another contractor to complete the work.

9. Neither the Association nor the Association's service contractors will be held responsible for maintenance, repair or replacement of a resident's personal property in common areas.
10. Signs or other advertising devices of any nature are prohibited from being placed upon any portion of the condominium property, except for political signs, security signs and open house signs. Political signs may be posted ten (10) days prior to election day and must be placed only in the front flower beds of a unit or inside the front windows so as not to interfere with the landscapers duties. Political signs must be removed no later than two (2) days following the election. Open house signs are permitted during the hours of the advertised open house.
11. Skateboards, scooters, rollerblades and roller skates are prohibited in the common areas.
12. Organized games are prohibited in the common areas.
13. Batting of balls, kickball, etc. is prohibited on the common areas and in the common area streets.
14. The use of paint, chalk, pen and magic markers is prohibited on the sidewalks, units, buildings, signs, streets and all common areas in the complex.

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2/16/21

## **B. MOTOR VEHICLES**

1. Vehicles must be properly licensed and driven by licensed drivers.
2. Any vehicle that remains unused in a Visitor or Common parking space, for a period exceeding 72 hours or any vehicle or trailer prohibited by the Rules or Regulations, regardless of time, may in addition to all other remedies, be removed from the premises and stored at the owner's expense.
3. Any vehicle may be parked up to one week, if it is in a designated parking space.
4. All vehicles must observe the speed and traffic regulations.
5. The speed limit within the property of the condominium association shall be 15 miles per hours. This rule is to protect the unit owners and their children, les sees, employees, invitees, guests, pets and property.
6. Vehicles with loud exhaust systems are prohibited.
7. The following vehicles are prohibited from being stored, kept or maintained at Bedford Dales:
  - A. Trucks larger than 3/4 ton pickup trucks
  - B. Vehicles which are licensed, painted or signed for commercial purposes.
  - C. Buses
  - D. Boats or boat trailers
  - E. Campers or camper trailers, house or horse trailers.

- F. Owners of recreational vehicles, trailers and boats must make arrangements for their storage elsewhere. They must not be parked in the drive ways or common elements. Approved temporary parking for loading and unloading these vehicles is available by arrangement through the management company. Visitors driving recreational vehicles are permitted, with prior notification and permission, from the Board of Directors.
- G. Mini-bikes, mopeds, trail bikes and snowmobiles are prohibited from the property.
- H. No commercial vehicles, except for those whose operators are providing service to the Association, a unit owner or tenant of a unit owner, and only during such time as such service is being provided, may be parked within the Association.

**C. PARKING**

The purpose of the rules relating to vehicle storage, parking and operation is to protect the property values of the individual condominium units, to promote safety by permitting the free flow of traffic and access for safety vehicles, to permit the free use of all of the common areas by all residents unimpeded by the unsightly use of our grounds as a storage area for improperly maintained vehicles, an excess number of vehicles which cannot be contained next to the owner's unit, commercial vehicles, and vehicles whose operation poses a threat of danger to residents, particularly children and pets, through excess speed or improper direction of travel.

1. Each vehicle owned by a resident or owner, shall have a parking permit visible in the front windshield of the vehicle in order to be parked in a designated space. The cost of a replacement permit is \$5.00.
2. All owners and residents must register their vehicle with the management office (i.e. make, model, color, license plate and year of vehicle)
3. Parking in areas designated as fire lanes, or on any grass or lawn areas, or in any area not specifically designated for parking, is prohibited.
4. The assigned space must be used as the primary parking space.
5. Flammable or hazardous materials are prohibited from being stored on the property.
6. Automobile repairs are prohibited in the common areas.
7. Oil leaks and spills must be cleaned IMMEDIATELY by the owner at his expense, and all efforts must be made to correct the mechanical problem of the vehicle.

**D. BICYCLES**

The riding of bicycles or any other small type of vehicle is prohibited on the grass areas, sidewalk, street and common areas. All bicycles must be walked through the Association property.

**E. BIRD FEEDERS/WIND CHIMES/WINDSOCKS/FLOWERS**

1. Bird feeders are prohibited in the front of the condominium units.
2. Ground feeding of wild life such as birds, Canada Geese, ducks, squirrels, deer, etc. is prohibited. Food placed on the ground around a home attracts rodents and creates an unsightly appearance.
3. Windsocks are permitted on the front of the units (See Flags & Signs)
4. Faux flowers and flower pots are prohibited in the front flower beds.
5. Two (2) Shepherd's hooks and hanging pots are permitted in the front flower bed of the unit.

**F. CABLE TELEVISION/STELLITE DISHES**

1. Cable Television is available to Bedford Dales Condominium residents.
2. Cable Television is a private agreement between the unit owners and/or residents and the cable company at the resident's expense.
3. Arrangements for the installation and/or disconnection of service is a unit owner's /residents responsibility.
4. When a cable service is connected, residents must follow through with the company to make sure the following is completed:
  - A. Wiring for cable television, if placed on the exterior of the unit, should be installed in a manner so as to make it as inconspicuous as possible.
5. Satellite Dishes cannot be attached to the roof or the surface of a building.
  - A. Owner must submit Satellite Dish form PRIOR to placing a dish on Association property. (See Forms at back of Rule book)
  - B. Dishes can only be on a pole on the rear patio or front porch.

**G. EXTERMINATING SERVICE**

1. Bedford Dales contracts with an exterminating service. If you are experiencing a pest control problem around the exterior of your unit, the exterminating contractor will service the exterior of your unit at no extra charge to you. To obtain service, please contact the management office.
2. Interior service is not included in the exterminating contract. Should you experience a problem inside your unit, the owner may use any contractor they wish. If you would like to use the Associations contractor, at your expense, please contact the management office.

**III MAINTENANCE AND REPAIR RESPONSIBILITIES**

Certain maintenance and repairs are the responsibility and the expense of the Association. Others are the responsibility of the individual condominium unit owner. The question of who is responsible for what may only be answered through definition and understanding of the several types of property classifications within a condominium association. The following definitions are based upon the recorded Declaration:

**INDIVIDUAL UNIT:** The boundaries of the individually owned condominium unit and everything within these boundaries built and installed for the exclusive use of said unit. This is "home sweet home." It is the owner's responsibility to maintain.

**COMMON AREA:** Common areas are everything but the individually owned condominium unit. It is owned by all the unit owners together. Examples include roofs, lawns, parking areas, sidewalks and foundations. The repair and maintenance of all of the common area is done at the Association's expense except as otherwise explained in the Rules and Regulations.

**LIMITED COMMON AREA:** Certain parts of the common area are built and designated specifically for each individually owned condominium unit. Examples include windows, screen doors, mailboxes, single awnings, etc.

These are designated common area because they are owned by all owners together and Association has control over how they are to be maintained. Their complete designation is, however, "limited common area" because they are private to and serve only one condominium unit owner. Example, the limited common area associated with a particular condominium unit is for that owner's use only, and the cost to repair and maintain it is the owner's responsibility. These items are defined in the Bedford Dales Condominium Owner's Association Declaration of Condominium Ownership Documents. We have printed some of these items to assist you in your personal maintenance scheduling.

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#### **A. ASSOCIATION RESPONSIBILITIES**

The Association is responsible for the reasonable maintenance of the following:

1. Building exterior foundations, roofs, siding, trim and exterior of chimneys;
2. Gutters and downspouts;
3. Double size awnings;
4. Driveways, parking areas and sidewalks to front doors;
5. Landscaping, including grass cutting, fertilization of lawns, common area landscaping;
6. Electric meters that serve more than one unit;
7. Common area electric;
8. Master insurance;
9. Snowplowing
  - a. Bedford Dales employs the services of a contractor to plow driveways, roadways and parking areas when snow accumulations reach two (2) inches.
  - b. If your automobile is parking on the driveway during snowfall, and the contractor is out to plow and you are at home, you must move the automobile so that the contractor can plow the parking space.
  - c. To protect the surface of the driveways, parking areas and the environment, the use of salt is limited. The contractor is instructed to spread salt or an ice melt product whenever they are on the property and observe an icy condition.
  - d. The contractor comes to the property when it snows. However, there may be times when it is not snowing but service is needed. Examples are blowing and drifting snow or freeze/thaw cycles. We ask the contractor to periodically check the property for these winter conditions and we

encourage owners to be prepared to help themselves by using an ice melt product on areas near their unit.

- e. After repeated heavy snowfalls, snow may be stockpiled in guest parking areas throughout the property in an attempt to avoid the use and expense of a front-end loader to keep street corners visible.
- f. Please report problem conditions to the management company. The management company always relays your reports to the snow plow contractor. By working together we can survive winter's woes and enjoy winter's beauty

## **B. UNIT OWNER RESPONSIBILITIES**

1. All doors, including storm doors and its springs and mechanisms, door frames, screen doors and glass doors;
2. All windows, window frames, window sashes, and window screens, locks, latches and mechanisms;
3. Single awnings;
4. Utility service lines, pipes and conduits serving an individual unit;
5. All heating, cooling and ventilation equipment;
6. Plantings within the limited common areas
7. All appliances, all equipment and interior walls and alterations thereto;
8. Insurance (HO 6 coverage) for condominium and personal items;
9. In case of damage to a resident's unit caused by the negligence of a resident adjacent to the unit, the offending unit owner is responsible for all damage repairs;
10. Window washing;
11. As a precaution against the water line to your exterior faucet(s) freezing and bursting in winter weather, remember to winterize the faucet(s).
  - a. Shut off valves, if any, (handles to turn water on and off) for the exterior faucets are located in the unit either under the kitchen sink or in the utility room.
  - b. Turn the water off inside your unit and then turn the exterior faucet on to permit residual water to drain out.
  - c. IF YOU HAVE ANY QUESTIONS, CONTACT YOUR PLUMBER.
  - d. Faucets must be turned off no later than November 1<sup>st</sup>.
  - e. Faucets must be turned on no later than April 1<sup>st</sup>.

The only time the Association becomes involved with repairs inside an owner's unit is when such repairs are necessary due to a common area problem. Associations are not responsible for the maintenance of fixtures or appliances within a private condominium unit that serve only one private unit.

## **IV LIMITED COMMON AREAS**

1. Keeping flammable or hazardous items on the limited common areas is prohibited, which includes, but is not limited to gasoline cans, propane tanks, operable mopeds, motorized vehicles.

2. Limited common area must not be used for the storage of any items, with the exception of Fall & Winter for the storage of lawn furniture.
3. Storage sheds are prohibited.

## V UNIT RESTRICTIONS

### A. **WINDOWS**

1. Maintenance and upkeep of windows is the responsibility of the unit owner.
2. The use of plastic or other non-glass window or door liner is prohibited on the exterior of any unit or building.
3. The use of blankets, sheets, etc. is prohibited even as a temporary window covering.
4. Broken windows or torn screens must be repaired immediately by the unit owner at their expense.
5. Installation of replacement windows requires PRIOR Board approval
6. Windows, when replaced by a unit owner, must be an approved style
7. An upgrade in quality of windows will be approved providing replacement windows are identical in appearance to the existing windows.
8. Sun screen coatings may not be installed on the exterior panes of glass. If an interior sun screen coating develops bubbles, streaks, etc. that can be seen from the outside, it must be removed.

### B. **DOORS**

1. All front doors, front entrance, front screen, rear entrance, rear screen, must be painted white.
2. Damaged front doors must be repaired immediately by the unit owner at his expense.
3. Front doors must conform to the uniformity of the Association. Owners who are replacing their door must submit drawings to the Board of Managers for written approval. Written approval must be received prior to the commencement of any installation. The forms at the end of this book show approved styles.
4. All units must have front and back storm doors or approved security doors.
5. All storm doors must be white. The hardware may be black or brass. Owners who are replacing their storm door must submit drawings to the Board of Managers for its approval. The approved styles are; white ¾ self-storing or a white cross-buck style with scallops or cross-buck solid and as illustrated below. The choice of hardware, black or brass, is permissible. Written approval must be received prior to the commencement of any installation.

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### C. **PETS**

1. All pets must be hand leashed and under the control of their owners at all times when outside of the unit.
2. NO PET shall be tied, fenced or housed outside a condominium unit.
3. Pet owners are responsible for the prompt and complete clean up after their pet.

4. Pet owners shall be held liable for damage to the common areas caused by their pets including, but not limited to shrubs, bushes, trees, and grass.
5. Any pet causing a nuisance or unreasonable disturbance or violating the rules and regulations will be permanently removed from the condominium property upon three (3) days written notice from the Board of Managers of the Association.
6. Breeding of pets is prohibited.

**D. RUBBISH REMOVAL**

1. Removal of basic household rubbish services is provided. The regularly scheduled pickup day is Tuesday in the morning. In case of a holiday, trash will be picked up on the following day. Make certain the rubbish at curbside no later than 7 a.m. Tuesday morning, but no earlier than 6:00 p.m. the evening prior to pick up.
2. Rubbish, trash or other discarded items must be placed in a heavy-duty thickness garbage bag and must be tied and or sealed properly.
3. Use of garbage cans with locking lids is required.
4. All trash cans must be marked with the building number and unit for identification purposes.
5. Cardboard boxes must be broken down (folded flat) and tied prior to placing them out for pickup.
6. Large items of rubbish (old furniture, appliances, etc.) can be left out for pickup with prior notification to the Association
7. Couches, chairs, mattresses are required to be covered in plastic to be picked up by the trash service.

**E. FLAGS & SIGNS**

1. Flag poles are prohibited.
2. Flags or banners are prohibited from being attached to the exterior of the buildings.
3. American Flag: One American flag may be displayed in the window of a unit.
4. Sports Team Flag: A flag or banner may be displayed on the day of the game, in the window of a unit.
5. Ornamental Banners and Windsocks: Ornamental banners and windsocks are prohibited in or on the front of the units and in any common areas. However, they may be displayed in the window of a unit.

**F. GARAGE SALES**

Garage sales are prohibited. The act of inviting the public onto the property for the gain of an individual(s) may negate insurance coverage should an accident or property damage occur.

**G. HOT TUBS & POOLS**

1. Hot tubs are prohibited
2. Full size (3' – 6') above ground pools are prohibited.

3. Wading pools are permitted in the rear yard area of a unit. The pool must be drained each evening and stored in the rear area of the unit. The Association, landscaper and/or Association contractor performing work at the complex will not be held responsible for damage to a pool left in the common area or rear yard of a unit.

#### **H. TRADE PERSONS**

1. Owners are responsible for the maintenance of the interior of their units.
2. The Association, its agents and employees will not be held responsible for any damage or theft that you may incur in your condominium unit by workmen hired by the Association or the owner/resident. You must report theft to the City of Bedford Police Department.
3. UPS delivery, Federal Express, etc. will leave a delivery notice to advise you of the attempted delivery. It will be the unit owner's responsibility to contact the delivery service and schedule delivery for a time when you will be home.
4. The Association, its agents and employees will not be held responsible for any theft or loss of packages, mail, etc., which are left unclaimed.

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#### **I. GRILLING**

1. Portable gas grill propane tanks should be stored on rear limited common area, not inside the unit.
2. Portable grills are to be allowed to cool down before being stored on the rear limited common area.
3. No outside fire pits.

#### **J WINDOW AIR CONDITIONERS**

1. Any air condition unit that is installed in a window cannot be secured using plywood.
2. A minimum of one quarter inch thick plexi-glass must be used in the installation.
3. Air conditioner must be properly secured.
4. Unit owner accepts all liability and responsibility for any damages due to installation.

#### **VI SALE OF A UNIT**

1. "For Sale" signs are permitted in the unit window only. Open house signs are permitted during the hours of an advertised open house.
2. After a sales agreement has been executed and at least thirty (30) days prior to transfer, the owner or his/her real estate agent must call the Manager to make arrangements for the maintenance fee update letter and certificate of insurance for the buyer. The name, address and phone number of the purchaser must be provided to the manager in addition to the sales price of the unit and the name of the mortgagee.
3. The Manager will coordinate this paper work with banks, realtors, appraisers and escrow agents. A transfer fee may be charged to the seller and paid out of escrow from proceeds due to the seller at the time of title transfer.
4. The seller must provide the following information to the buyer:

- A. Copy of the Declaration and By-Laws. (Copies are available for a fee from the management company and/or the Cuyahoga County Recorders' Office.
- B. Copy of the Rules and Regulations Booklet.

**VII LEASING OF A UNIT**

- 1. No unit shall be rented or leased for transient or hotel purposes, or for periods of less than six (6) months.
- 2. The unit owner must provide the Management company with the following information within thirty (30) days of tenant moving in:
  - A. Copy of the lease.
  - B. Full name of tenant(s)
  - C. Names of all occupants of the unit.
  - D. Telephone number of tenant.
  - E. Current address of tenant.
  - F. Vehicle type(s) and license number(s)
  - G. Tenant must acknowledge, in writing, receipt and acceptance of Rules & Regulations.
- 3. The unit owner is responsible for making the tenant aware of the Rules and Regulations of the Bedford Dales Condominiums.
- 4. The owner is responsible for tenant violations of the Declaration, By-Laws or Rules and Regulations. The owner shall be responsible for the rule violation assessment and all other damages and any recourse the owner may wish to take against a tenant who is in violation.
- 5. The lease document must contain a clause making it subject to the covenants and restrictions in the Bedford Dales Condominium Declaration and By-Laws.
- 6. "For Rent" signs are permitted in the unit windows only.

**VIII MAINTENANCE FEES, LIEN PROCEDURES AND COST OF COLLECTIONS**

- 1. All assessments including maintenance fees are due on the first day of the month and are considered late if not received by the 10<sup>th</sup> of the month.
- 2. An administrative late charge of ten dollars (\$10.00) per month shall be incurred for any late payment and on any unpaid balance.
- 3. Any payments made by the Unit owner shall be applied in the following order:
  - A. Administrative late fees owed to the Association
  - B. Collection costs, attorney's fees incurred by the Association
  - C. Principal amounts owed on the account for common expenses and assessments.
- 4. Any past due assessments may cause a lien and foreclosure to be filed against the unit owner of the unit.
- 5. Any cost, including attorney fees, recording costs, title reports and/or court costs incurred by the Association in the collection of delinquent assessments shall be added to the amount owed by the delinquent owner.
- 6. If any unit owner fails to perform any act that he/she is requested to perform by the Declaration, the Bylaws or the Rules and Regulations, the Association may, but shall

Updated  
9/15/20

~~not be obligated to, undertake such performance or cure such violation and shall charge and collect from said Unit owner the entire cost and expense, including reasonable attorney fees, of such performing or cure incurred by the Association. Any such amount shall be deemed to be an additional assessment upon such Unit owner and shall be due and payable immediately following notification of such charge, and the Association may obtain a lien for said amount in the same manner and to the same extent as if it were a lien for common expenses.~~

**IX. COMPLAINT PROCEDURE**

1. ~~Complaints against anyone violating the rules must be made to the management company in writing and must contain the signature of the individual filing the complaint.~~
2. ~~The Board of Managers and/or the management company will, in most instances, contact the alleged violator after receipt of each complaint and a reasonable effort will be made to gain the violators agreement to cease the violation.~~
3. ~~If reasonable effect compliance are unsuccessful, the Unit owner may be subject to an assessment in accordance with the assessment provision contained hereunder.~~

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**X. ENFORCEMENT PROCEDURES & ASSESSMENTS FOR RULE VIOLATIONS**

1. ~~The UNIT OWNER IS RESPONSIBLE FOR A VIOLATION OF THE Declaration, Bylaws or Rules by the unit owner, guests, or occupants, including tenants of his/her unit.~~
2. ~~A rule violation that, by the determination of the Board of Managers, affects the rights of others or their property, may result in immediate legal action.~~
3. ~~The entire cost of effectuating a legal remedy to impose rule compliance, including attorney fees, shall be added to the account of the violating unit owners.~~
4. ~~In accordance with the procedure outlined in item 6 below, an assessment of (\$100.00) per day, per occurrence MAY be levied by the Board of Mangers on any owner found in violation of the rules and regulations. In the case of a tenant who is in violation, the owner of the unit in which said tenant resides will be held liable for the assessment.~~
5. ~~In addition, all costs for extra cleaning and/or repairs stemming from the violation of the rules and regulations will be added to the assessment.~~
6. ~~PRIOR to the imposition of an assessment for a rule violation, the following procedure will be followed:~~
  - A. ~~Written demand to stop the alleged violation will be served upon the alleged violator specifying:~~
    - 1) ~~The alleged violation;~~
    - 2) ~~The action required to abate the violation; and~~
    - 3) ~~A twenty-four (24) hour time period during which the violation may be abated without the imposition of an assessment, if the violation is a continuing one, or a statement that any future violation of the same rule may result in the imposition of an assessment.~~

Updated  
9/15/20

- ~~B. If the same rule is violated past the time period set above, or over a period not to exceed twelve (12) months, the Board of managers will serve the unit owner with written notice of a hearing to be held by the Board. The notice shall contain:~~
- ~~1) The nature of the violation;~~
  - ~~2) The time and place of the hearing, which time shall not be less than ten (10) days from the date of the giving of notice;~~
  - ~~3) A request to attend the hearing and produce any statement, evidence and witnesses on his or her behalf; and~~
  - ~~4) The intent to impose an assessment of \$25.00 per day, per occurrence, per violation.~~
- ~~C. At the hearing, the Board of Managers will present its evidence and the alleged violator will have the right to present evidence and cross-examine witnesses. The hearing shall be held in executive session. Proof of notice and the request to be heard shall be placed in the minutes of the meeting. This proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered. The minutes of the meeting shall contain a statement of the results of the hearing and the assessment, if any, imposed. An assessment will only be imposed by the majority vote of the Board members present at said hearing.~~

## **XI WATER BILLS**

In accordance with the agreement between the City of Bedford and Bedford Dales Condominium Association, the Association is required to pay the water and sewer bill in full for any owner who did not pay their bill, within 30 days of notification from the City of Bedford and the owner who fails to pay the water and sewer bill for their unit has any unpaid amount added to their maintenance fee, along with a \$25.00 non-payment charge

If the unit owner does not comply, the Association shall request a court order to enter the unit to secure or remove the water meter to prevent any further water usage by the delinquent owner. Any costs incurred in enforcing this resolution shall be added to the amount owed by the delinquent owner, which can include attorney's fees, recording costs, court costs and any costs incurred to restore the water service to the unit.

The Association reserves the right to require a \$200 deposit prior to restoring water service to any owner who has had their water shut off to cover future costs for unpaid water and sewer.

When the unpaid water and sewer bill is paid in full to the Association, along with the \$25 charge, and any additional costs or deposits, the Association shall have water service restored as soon as possible.

BEDFORD DALES CONDOMINIUM ASSOCIATION, INC.

**COLLECTION POLICY**

1. All assessments are due on the 1st day of the month and are considered late if not received by the 10<sup>th</sup> day of the month (“the late date”).
2. After the late date, an administrative late charge of \$25.00 per month will be added for any late payment or on any balance of unpaid assessments. (Subject to increase upon further notice.)
3. The Association will apply any payments in the following order:
  - A. Interest owed to the Association;
  - B. Administrative late fees owed to the Association;
  - C. Collection costs, attorney’s fees and paralegal fees the owners Association incurred in collecting the assessment; and, finally,
  - D. Oldest principal amounts the owner owes for common expenses or penalty assessments charged to the account.
4. Any unpaid assessment may result in collection action, including letters, liens, updated liens, suits for money judgment, and foreclosure. Once judgment is obtained, the Association may proceed with post-judgment action, including bank attachment and wage garnishment. Any costs the Association incurs in the collection of unpaid assessments, including non-sufficient bank fees, attorney’s fees, recording costs, title reports, and court costs, will be charged back to the account.
5. While a foreclosure case is pending, partial payments may not be accepted unless, through a formalized payment plan or Receiver, approved by the Court.
6. If any owner (either by their conduct or by the conduct of any occupant) fails to perform any other act required by the Declaration, the Bylaws, or the Rules and Regulations, the Association, after giving proper notice and an opportunity to request a hearing, may levy an enforcement assessment, undertake such performance, or cure such violation. Any costs the Association incurs in taking such action will be charged back to the account.
7. If an owner is more than 30 days past due in the payment of any assessment, the Association may suspend privileges including the right to vote, the use of the amenities, or the ability to apply for architectural approval.

Adopted  
9/15/20

**BEDFORD DALES CONDOMINIUM ASSOCIATION, INC.**  
**WRITTEN COMPLAINT PROCEDURE**

A. Policy and procedure cannot replace courtesy and the need to communicate. Neighbors talking with each other in a non-threatening way can achieve quicker results. Our community spirit lies within each occupant.

B. Complaints against anyone violating the rules must be submitted to the board/management company in writing from the unit owner and must contain the name, date, address, and telephone number of the individual filing the complaint. Violation reports via email with an email signature line are acceptable.

1. Complaints regarding parking violations should include the make, model, color, license plate number, parking space number, and address to whom the vehicle belongs. Furthermore, picture(s) verifying this information should be provided.

C. The board/management company will, in most instances, contact the alleged responsible owner after receipt of an initial complaint, and a reasonable effort will be made to gain the owner's agreement to cease the violation.

D. If the reasonable efforts to gain compliance are unsuccessful, the owner may be subject to an enforcement assessment in accordance with the Enforcement Policy.

E. In the event of an enforcement assessment hearing, or court hearing, copies of complaints and the complaining party identity will be made available to the alleged violator.

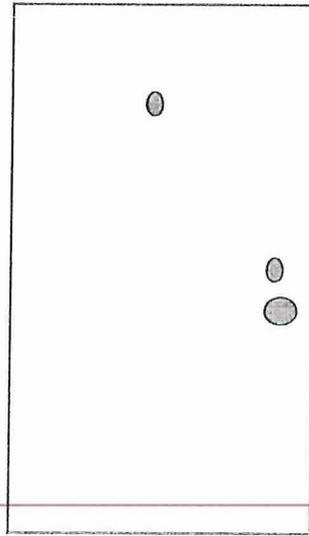
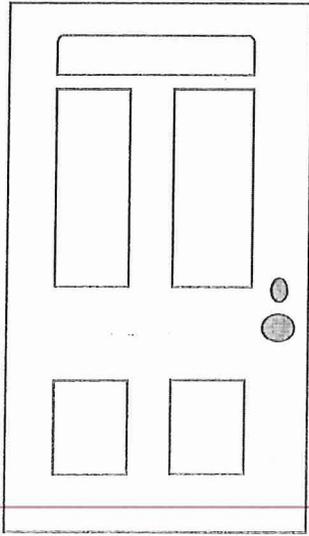
**BEDFORD DALES CONDOMINIUM ASSOCIATION, INC.**  
**ENFORCEMENT POLICY**

- A. Notwithstanding anything contained in these Rules, the Board has the right to proceed, immediately or otherwise, with legal action for any violation of the Declaration, Bylaws, or Rules (“Governing Documents”) as the Board, in its sole discretion may determine. The entire cost of effectuating a legal remedy to impose compliance, including court costs and attorneys’ fees, will be assessed to the account of the responsible owner.
- B. The owner is responsible for any violation of the Governing Documents by the owner, or the guests, or the occupants, including tenants, of the owner’s home.
- C. All costs stemming from any violation, including enforcement assessments, cleaning, repairs, or removal, will be charged to the responsible owner’s account.
- D. In addition to any other action and if applicable, in accordance with the procedure outlined below, the Board may: a) levy an enforcement assessment for damages and/or cleaning of the common elements or other property, or b) levy an enforcement assessment per occurrence or if the violation is continuous and ongoing in nature, levy an enforcement assessment per day, or c) levy an enforcement assessment for the approximate cost to physically remove the violation. For any violation of the Governing Documents that is continuous and uninterrupted for a period of more than 24 hours, each calendar day that the violation continues without interruption constitutes a new and separate violation.
- E. Prior to the imposition of an enforcement assessment for a violation, the following procedure will be followed:
  - 1. Written notice(s) will be served upon the alleged responsible owner specifying:
    - a. A description of the property damage or violation; and
    - b. The amount of the proposed charge (or, if unknown, a reasonable estimate of the proposed charge) or enforcement assessment; and
    - c. A statement that the owner has a right to, and the procedures to request a hearing before the Board to contest the proposed charge or enforcement assessment; and

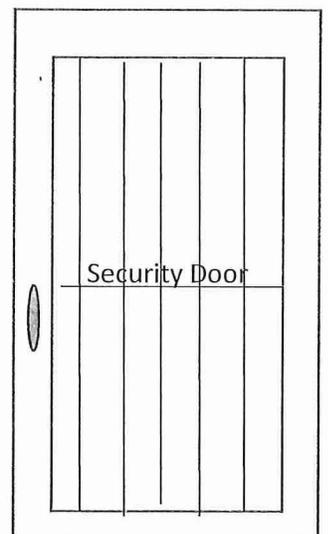
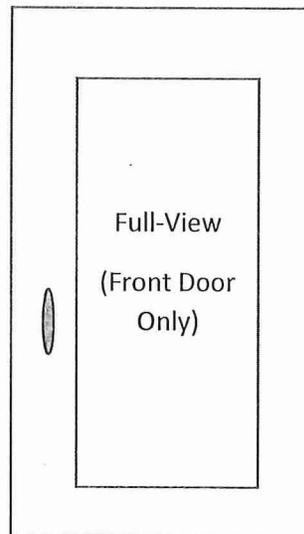
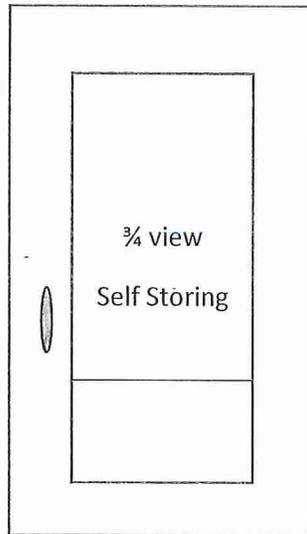
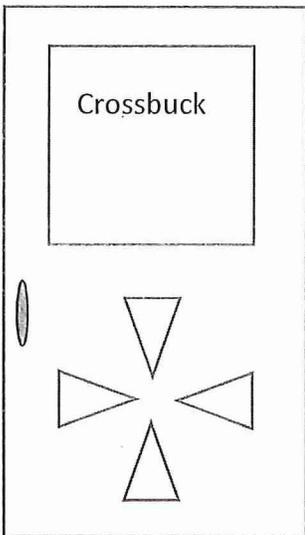
- d. If applicable, a reasonable date by which the owner must cure the violation to avoid the proposed charge or assessment.
2. To request a hearing, the owner must mail or deliver a written “Request For Hearing” notice, which must be received by the Board not later than the tenth day after receiving the notice required by Item 1 above.
    - a. If an owner timely requests a hearing, at least seven days prior to the hearing the Board will provide the owner with a written notice that includes the date, time, and location of the hearing. If the owner fails to make a timely request for a hearing, the right to that hearing is waived, and the enforcement assessment will be immediately imposed; and
    - b. At the hearing, the Board and alleged responsible owner have the right to present any evidence. This hearing will be held in Executive Session and proof of hearing, evidence of written notice to the owner to abate action, and intent to impose an enforcement assessment will become a part of the hearing minutes. Within 30 calendar days of the hearing, the owner will be sent written notice of the Board’s decision.
    - c. In the event of an enforcement assessment hearing, or court hearing, copies of complaints and the complaining party identity will be made available to the alleged violator.
  3. The Association may file a lien for any enforcement assessment that remains unpaid for more than 10 days.

# Door Styles

## Front Doors (White)



## Storm Doors (White)



**BEDFORD DALES CONDOMINIUM ASSOCIATION**  
**IMPORTANT PHONE NUMBERS**

**MANAGEMENT AGENT**

Aries Management Corporation  
9821 Olde Eight Rd., Suite C  
Northfield Ctr., OH 44067  
Phone: 330-468-2318  
Fax: 330-467-7721

Judith B. Thomas, CMCA, AMS, CAM President  
Thomas G. Basalla, Vice President  
[www.ariesmanagement.com](http://www.ariesmanagement.com)  
*e-mail : [info@ariesmanagement.com](mailto:info@ariesmanagement.com)*

**BEDFORD CITY HALL**

65 Columbus Rd.  
Bedford, OH 44146  
Phone:440-232-1600

**EAST OHIO GAS**

Phone: 216-361-2345

**ILLUMINATING CO.**

Phone:1-800-589-3101

**BEDFORD POST OFFICE**

89 Willis St.  
Bedford, OH 44146  
Phone: 440-786-9012

**TIME WARNER – CABLE**

Phone: 1-877-772-2253

**MASTER INSURANCE**

Travelers Insurance  
Strachan-Novak Agency  
330-963-3800  
Richard Davis, Agent

**BEDFORD POLICE**

**EMERGENCY 9-1-1**  
Non-Emergency: 440-232-1234

**FIRE DEPARTMENT**

**EMERGENCY 9-1-1**  
Non-Emergency: 440-232-1212

**RUBBISH COLLECTION**

City of Bedford - Tuesday

**BEDFORD CITY SCHOOLS**

Phone:440-439-1500

**AT&T – TELEPHONE**

1-800-660-1000

## MOTOR VEHICLES

1. Any vehicle that remains unused, immobile, abandoned, stored, damaged, disabled, has expired license plates or covered in the Common parking space, exceedingly more than 72 hrs., or any vehicle or trailer prohibited by the Rules and Regulations, regardless of time, may be removed (ticketed 1<sup>st</sup>) then towed from Bedford Dales and stored at the Owner's expense.
2. The following vehicles are prohibited from being parked, stored, kept or maintained at Bedford Dales:
  - a. Trucks or vans in excess of 3/4 ton
  - b. Vehicles licensed, painted or signed for commercial purposes
  - c. Buses
  - d. Boats
  - e. Recreational vehicles, including campers and/or mobile homes
  - f. Trailers: boat, house, camper, horse
  - g. Snowmobiles, skimobiles and/or jet skis
  - h. Minibikes, mopeds, trail bikes
3. No commercial vehicles, except for those whose employees are providing service to Bedford Dales, a unit owner or tenant of a unit owner and only during such time, as such service is being provided, may be parked within Bedford Dales Condo Association.
4. All vehicles must observe the speed and traffic regulations. The speed limit within the property shall be 10 per hour. This rule is to protect the unit owners and their children, tenants, guests, pets, employees, invitees and our property.
5. Vehicles with loud sound systems or exhaust systems are prohibited. If reported, unit owners will be fined.

## PARKING

1. The purpose of the rules relating to vehicle storage, parking and operation is to protect the property values of the individual condominium units, to promote safety by permitting the free flow of traffic and access for safety vehicles, to permit the free use of all the common areas by all residents unimpeded by the unsightly use of our grounds as a storage area for improperly maintained vehicles such as expired plates, flat tires, immobile, abandoned, covered, damaged, an excess number of vehicles whose operation poses a threat of danger to residents, particularly children and pets, through excess speed or improper direction of travel.
2. Parking in areas designated as fire lanes, no parking, on any grass or lawn areas, or in any area not specifically designated for parking, is prohibited.
3. **Each Unit Owner or resident of unit is assigned 1 (one) designated parking space that is marked with their unit number.**

4. **2<sup>nd</sup> Vehicle** of Unit Owner or residents & guest must park by **Northfield Rd** entrance or by **Egbert Rd.** entrance. (Common Area parking spaces)
5. Visitor parking by Buildings is for **visitor's only** and not to exceed 24 hrs. There are only 6 visitors parking spaces which are marked visitor. Visitor parking spaces are for the guests. (Violator's abusing visitors parking space will be fined to the unit's owner. If reported, need license plate # and photo if possible).
6. Unit Owners requiring guest parking in excess of 72 hrs., must register the guest vehicle with the management company.
7. All owners and residents must register their vehicle (how many) with the management company (make, model, color, license plate and year of vehicle) when move in (new tenant) & always at 1st of year.
8. Parking of vehicles at vacant units is prohibited without written authorization from that Unit Owner. Must be turned into Management Company with vehicle make, model, year, color and license plate.
9. Motorcycles are prohibited to park in rear of unit, sidewalks or grass at Bedford Dales Condo Association. Must park in parking space. Motorcycles are prohibited from being stored, covered or work/maintained at Bedford Dales Condo Association.
10. Only minor maintenance to motor vehicles (examples: interior cleaning, window washing and window washing fluid) is permitted.
11. Oil changes and engine maintenance is prohibited.
12. Vehicle repairs are prohibited in the common areas.
13. Vehicles that are leaking fluid are prohibited from the Condominium Property. Owners are responsible for the immediate cleanup of any leaked fluids.
14. Oil leaks and spills must be cleaned IMMEDIATELY by the owner at their expense, and all efforts must be made to correct the mechanical problem of the vehicle. Also includes transmission fluid. If Association must clean up after 3 days, Unit owner will be charged automatically.

## **PETS**

1. All pets must be on a handheld leash not longer than six feet (6') and under the control of the owner at all times when outside the Unit (within the Common Area).
2. Pets shall not be tied, fenced or housed outside of a Unit for any amount of time.
3. Pet owners are responsible for the immediate, complete cleanup after their pet and the proper, sanitary disposal of pet waste.

4. Pet owners shall be liable for any damages caused by their pet to any Common Area including, but not limited to, shrubs, bushes, trees and grass.

5. Any pet causing a nuisance or unreasonable disturbance may be permanently removed from the Condominium Property upon three (3) days written notice from the Board. Upon the pet owner's receipt of such notice, the owner shall promptly and permanently, without recourse, remove such pet from the Unit and from the Condominium Property.

A. Nuisance may be defined as the pet owner's failure to clean up after the pet or keep the pet on a leash when outside.

B. Unreasonable disturbances defined, but not limited to, excessive barking.

### **GENERAL RESTRICTIONS**

1. Repairs made to Units by contractors or residents may only be performed between the hours of 8:00 a.m. and 8:00 p.m. Monday through Saturday, except in the case of an emergency.

2. Unit Owners shall perform their responsibilities in such manner so as not to unreasonably disturb other persons residing within the building.