

Bedford Court at Nottingham Condominiums

Rules and Regulations

These rules and regulations are set forth to ensure the peaceful enjoyment, maintenance of value, and security of your unit as well as consideration of your fellow tenants:

1. **Use, storage and location of open flame devices.** Bedford Court residents must follow the Overland Park Fire Department code which prohibits the use, storage and location of open flame devices and combustible materials (like propane tanks). This includes grills and other devices that have an open flame. These devices shall not be operated within 10 feet of combustible construction. The combustible construction means the structure, patio fences and deck railings, as well as combustible decks above patios. Electric grills are not considered open-flame devices
2. **Animals.** Each Unit Owner is limited to one animal which may not exceed 25 pounds in weight. Pets must be leashed at all times when not inside the Owner's Residential Unit and must be controlled so as not to disturb other Unit Owners and Occupants or create a nuisance. Owners are expected to clean up after their pets in Common Areas.
3. **Noise.** No Unit Owner shall make or permit any disturbing noises in any Building or the Common Areas and Facilities by himself, his family, servants, employees, agents, visitors and licensees not do or permit anything by such persons that will interfere with the rights, comfort or convenience of other Unit Owners or Occupants.
4. **Parking.** No automobiles shall be parked at any place in the Condominium area except in the spaces provided, and said spaces are to be used for parking of automobiles only. The parking of trailers, boats and other recreational equipment is prohibited.
5. **Signage.** No signs, ads, or solicitations are permitted in or about the Condominium area without the prior consent of the Association.
6. **Exterior Appearance.** No Unit Owner or occupant or his employees, agents, or guests shall mark, paint, drill, or in any way deface any exterior walls, doors, shrubbery or grounds. According to the bylaws, **Unit Owners are responsible for maintenance of their garage, entrance, storm, and patio doors, windows and frames, and screens.** The association is responsible for all outside painting.
 - a. Enclosing the balconies or patios with glass or screen, or attaching awnings or anything that will affect the exterior appearance of any building and any attachments, alterations or modifications to any of the common areas and facilities, whether inside or outside a building, must have the prior written approval of the Board of Directors.
 - b. No items such as towels or linens may be hung where they would be visible from the outside of a unit.

7. **Antennas.** No radio aerial, television antenna, satellite dish or other radio or television installation shall be installed on the exterior of any building or the common areas and facilities without the prior written consent of the Board of Directors as to location and size.
8. **Common Areas.**
 - a. In no event shall an Owner or occupant deposit trash or let trash accumulate in the common areas and facilities other than in a trash receptacle. All garbage to be placed in the trash shall be put in plastic bags and carefully sealed to reduce odors. All bottles and other breakables shall be carefully wrapped in newspaper or other protective covering.
 - b. The sidewalks, driveways, entrances, halls, passages and stairways shall not be obstructed by the Unit Owners nor used by them for a purpose other than for ingress and egress.
 - c. The sidewalk, entrances, patios, floors, driveways, common parking areas and landscaped areas shall be kept free from rubbish and no bicycles, lawn chairs or other articles of that kind shall be permitted to remain on the grounds except when in use.
 - d. Unit Owners shall not allow furniture, boxes, packages or articles of any kind to remain in the common areas and facilities except for short periods incidental to moving same in or out of a building or to cleaning and rearranging.
9. **HOA Contractors.** The Association may employ gardeners or other persons to maintain the Common Areas and Facilities of the Condominiums. Unit Owners are prohibited from using Association personnel in any way for personal tasks during their normal working hours. Violation of this rule may result in the immediate dismissal of the employee.
10. **Plumbing.** Each Unit Owner shall be responsible and shall pay for any damage or waste resulting from stoppage in the plumbing facilities as a result of deposit of any foreign substance there or misuse or neglect and shall reimburse the Association on demand for the expense incurred due to waste or the repair or replacement of any such facilities.
11. **Rental of unit.** Unit owners renting a unit may lease for no less than 6 months. A copy of the lease must be provided to the Board of Director or Management Company.

COMPLIANCE WITH THESE RULES AND REGULATIONS MAY BE ENFORCED BY THE BOARD OF DIRECTORS AS PROVIDED IN THE BYLAWS.

Violation and Enforcement of Rules and Regulations

The Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure to enforce any rule or regulation herein contained shall in no event be deemed a waiver of the right to do so thereafter.

The Association shall issue the Owner a written notice, with delivery confirmation, requesting the Owner cure the violation within 30 days of receipt of the notice. Failure to cure the violation will incur a fine of \$50. For each additional written notice, issued every 30 days, an additional fine of \$50 will be assessed.

The Owner's Unit may be subject to a lien for such fine together with any costs expended by the Association for notice, investigation, attorney's fees and costs, and curative actions, the Association may take, including but not limited to demolition and/or storage costs for any construction or items placed on a property in violation. Said expenses shall be payable upon demand. Recovery of expenses shall be enforceable as provided for unpaid assessments.

Said amount may be increased from time to time by the Board of Directors without vote of the Association or amendment of this Declaration.

Amended 08/15/2015