

# Beacon Place

At Church Square Homeowners Association

## Resident Handbook

Issued July, 2003  
Revised July 2013



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**Additional Information**

The forgoing is a helpful summary of the most frequently encountered aspects of residency at Beacon Place and your responsibilities with respect thereto. It is not a complete recital of your obligations and responsibilities or a complete code of behavior. You will find additional rights and responsibilities of residency in your Declarations of Covenants, Conditions, and Restrictions of Beacon Place, and are encouraged to obtain a copy and read them fully. Any member can obtain a copy of the Declarations at the Cuyahoga County Recorder's Office (Vol 96-10152 Page 14) or by request to the Management Agent. (There is a charge for copy and delivery costs.)

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## **W**elcome to Beacon Place!

It is our hope that you will find our development and our great city a safe, congenial, and rewarding environment in which to live, work, and raise a family.

Beacon Place at Church Square is a planned unit development consisting of 42 town homes, 18 coach homes, and 32 single-family homes...92 units in all. The development occupies several acres of what was once one of the most blighted neighborhoods in the city. It was conceived with the intent of attracting a new breed of urban dweller to the city...a dweller that would demand and maintain a high standard of living in an urban environment... a dweller that would value the distinctly urban sense of living in close knit community with their neighbors, and a dweller who, by example, would foster a new sense of pride and hope in Cleveland.

Beacon Place is a planned unit development, an unusual concept to Clevelanders at the time it was proposed for Beacon Place. In a planned unit development homes are more densely clustered. The high density is allowed in return for the developer agreeing to provide open common areas, which may only be used by and for the benefit of all residents. Each resident in the community owns their own land, building, and an indivisible right to use the common areas as they are intended. They are responsible for the maintenance and upkeep of their units within the parameters set by the Association.

Because of the high density and close proximity of Beacon Place residents, each and every resident must take seriously their obligation to courteous conduct and the realization that individual right giving way to the best interest of the community is the surest course for ensuring that Beacon Place will become and remain a premier living environment.

With this in mind we are pleased to present this handbook as a means to provide guidance in living by the rules and regulations determined necessary to maintaining the well being of Beacon Place at Church Square.

Sincerely,  
The Board of Trustees  
Beacon Place at Church Square Homeowners Association, Inc.

### **Snow Removal**

Each homeowner (including town/coach homes) is responsible for their own snow removal on walkways and driveways. Street snow removal is provided by the City of Cleveland. The Association does not provide snow removal.

### **Unit Rental**

You are not prevented from renting your unit at Beacon Place for residential purposes. If you do rent your unit you are responsible for all rules and regulations pertaining to owners and for payment of any maintenance fees, special assessments, and enforcement assessments. You are also responsible for the conduct of your tenant and the payment of any enforcement assessments levied as a result of their behavior. When renting your unit, you must notify the Management Agent of contact information and move-in date for each tenant residing in your unit. In addition you are expected to be in complete compliance with all City of Cleveland ordinances concerning residential rental units.

### **Helpful Phone Numbers**

Police /Fire/Ambulance (Emergency).	911
Cleveland Police (General Information)	216.623.5000
3 <sup>rd</sup> District Headquarters	216.623.5300
Auxiliary Police	216.623.5577
Fire (Non-Emergency)	216.664.6664
Reserve Realty Management (Pn)	330.467.0828
Reserve Realty Management (Fx)	330.467.6845
Cleveland Public Power	216.664.3156
Dominion East Ohio Gas Co.	877.542.2630
Cleveland Water Dept (Emergency)	216.664.3060
Cleveland Water Dept (Non-Emergency)	216.664.3130
Northeast Ohio Regional Sewer	216.881.8247
Time-Warner Cable Company	877.527.3433
Direct TV	866.951.7998
Dish Network	888.971.9895
First Call For Help (United Way)	211 or 216.426.2000

parked in any visible area of the development. Permanently parked refers to vehicles parked overnight or more than 6 hours.

At present legal parking surfaces include driveways, designated areas along Beacon Place, East 83<sup>rd</sup> Street, East 81<sup>st</sup> Street, East 84<sup>th</sup> Street and Chester Parkway. Cars parked in alleyways are parked at your own risk. Cleveland Police have notified the Management Agent that they will ticket cars parked in alleyways.

C.C.O. 451.25 considers any vehicle parked on any street, alley, or public grounds for a period in excess of 72 hours to be abandoned. Abandoned vehicles are subject to ticketing and if not removed upon ticketing, may be impounded. If you suspect a vehicle might be abandoned, contact the management agent.

### **Trash Collection**

Trash collection is provided by the City of Cleveland. The charge for this service is assessed on your water and sewer bill. Trash collection day is Wednesday. Per Cleveland ordinance, trash is to be left on the tree lawn for pickup, and may not be placed there prior to 9:00pm Tuesday night. Town/Coach homes along Beacon Place and Chester Parkway may place trash in the front of the home. Homes along East 82<sup>nd</sup>, East 83<sup>rd</sup>, and East 84<sup>th</sup> street must place trash in the alley tree lawns behind the home. Large items, or bulk trash, (sofas, refrigerators, etc.) may be placed along with normal trash for collection. Construction waste will not be picked up.

The City of Cleveland recycles and you must too. All Cleveland home owners are issued two 96 yd containers (you can exchange these for smaller 45 yd containers; contact Division of Waste at 216.664.3717). Lost or missing containers will be charged back to the homeowner. The black container is for regular waste. The blue container is for recyclable waste. This includes glass (rinse bottles before disposing), plastic (marked 1-7), metal, paper, and cardboard (fold cardboard items). Containers should be stored in garages until pickup. If you are unable to store the containers in your garage, they must be stored in a location that is not visible from the front view of your unit (town homes) or behind courtyard gates (coach homes and single family homes).

Hazardous waste must be properly disposed of. Examples include paints (the contents must be congealed prior to placing in the trash) and infectious waste (double bag waste in sealed leak-proof red hazard bags). For additional information contact City of Cleveland Division of Waste Collection.

For those who wish to recycle confidential papers, contact City Hall for the nearest recycle center. Paper shredding is provided free of charge.

### **Rights and Responsibilities**

It is important to remember that Beacon Place IS NOT a condominium complex. You are the owner of your home and the land it sits on. This means that you are responsible for its insurance, its responsible operation, and its maintenance and repair. The Homeowner Association is responsible for the maintenance of the Common Areas only. This generally refers to the area between Beacon Place Avenue and Euclid Avenue to the south, and Chester Parkway and Chester Avenue to the north. The only exception to this is the town home and coach home lawns and the front lawns of the single family homes. These are maintained by the Association in order to promote a more uniform and manicured appearance. The cost of this service is included in your monthly maintenance fees.

You are also responsible for following the rules and regulations laid out in this handbook, abiding by the terms of the Declarations, adhering to local laws and ordinances, and paying the monthly fees and assessments. Under law the Association has various means of enforcing compliance with rules and regulations, the most extreme of which are lien and foreclosure and the most common of which is a fine.

You have the right to have a say in the management of the development through your active participation and vote in Board/Committee proceedings, and your right to bring issues before the Board. You are encouraged to exercise this right by attending Board meetings and the Association Annual Meeting.

### **Prohibited Activity**

Units at Beacon Place are solely for residential use. The declarations prohibit industry, business, trade, commercial, educational, transient residence, or religious uses of your property. It also goes without saying that units may not be used for illegal activities of any kind. Drugs, prostitution, and other illegal activities will not be tolerated and will result in criminal prosecution.

### **Governance**

In accordance with Ohio law, a non-profit homeowners association governs Beacon Place. The overriding purpose of the association is to develop and implement measures necessary to enforce the provisions of the Declarations of Covenants, Conditions and Restrictions of Beacon Place and to carry out the wishes of the membership. Any member can obtain a copy of the Declarations at the Cuyahoga County Recorder's Office (Vol 96-10152 Page 14) or by request to the Board. (There is a charge for copy and delivery costs.)

Your Board is made up of volunteer resident members nominated and voted by the membership. Each member serves a rotating term. Residents are encouraged to become involved with Board activities by serving as a Board member or by serving on a Board committee.

The Board meets at pre-announced times and locations to transact normal business. Any member may attend these meetings. A meeting open to all members is held

annually during the first calendar quarter to elect new Board members, approve a budget, decide the annual maintenance fee, and act on other matters brought by membership. Special meetings to decide important issues are held as needed.

Each Beacon Place lot owner is a member of the Association. Each lot will have only one vote at the annual or special meetings. Approval is by simple majority of those present. Renters may not vote, but are eligible to engage in discussions. **Proxies will be mailed prior to the annual meeting allowing members to designate a representative to vote for them. Please return your proxy, even if you plan to attend the meeting.**

### Management

The Board has appointed Reserve Realty Management Company ("Reserve") to act on its behalf in the day-to-day management of Beacon Place. You can communicate with the Management agent or the Board at:

Reserve Realty Management  
Attn: Nancy Ann Wargo  
480 West Aurora Road  
Sagamore Hills, OH 44067  
Ph: 330-467-0828 Fx: 330-467-6845  
Email: [reserverealty@windstream.net](mailto:reserverealty@windstream.net)

### Maintenance of Your Unit

All Beacon Place owners are responsible for the complete maintenance of their units. This includes landscaping. While some units receive lawn mowing, mulching, pruning and weeding services, this does not eliminate your responsibility to keep the lawns and beds well watered and trash-free.

Beacon Place owners are expected to adhere to a standard of upkeep that ensures homes stay in their original condition and appearance throughout their life. Exterior colors are established by original design and may not be altered. A color chart is included with this handbook so that you can specify the original color when hiring contractors or purchasing materials on your own.

The management company is available to answer any questions you might have regarding the maintenance of your home. Please feel free to contact them for repair tips and suggestions.

**Where owners fail to perform sufficient maintenance to prevent decay or eyesore, the Association has the right, under its Declarations and O.R.C. Sec. 312.06(D)(5), to perform necessary repairs and levy an enforcement assessment on the owner for the cost of the repairs.**

### Pets

Pet owners need to keep in mind that they are responsible for the actions of their pets. Pet owners at Beacon Place are expected to do the following in order to comply with city ordinances and demonstrate responsible pet ownership.

- Register pets with the Management Agent. This helps us to notify you in the event the pet is lost and later found.
- Keep pets to a reasonable number. The Declarations limits the total number of pets of any kind to a reasonable number. City of Cleveland ordinances currently limit the total number of animals in a household to four. (See C.C.C.O 603.032.) This includes dogs, cats, and birds.
- Keep your pets on a leash whenever they are outside of your home or your fenced yard.
- In accordance with Cleveland ordinances, clean up the droppings of their pets. Droppings must be disposed of properly in sealed containers according to city waste disposal guidelines. (C.C.C.O. 603.041.)
- License all pets according to Cleveland ordinances and perform all proper and required vaccinations. Vaccinations must include rabies as required by City of Cleveland Health Code. The certification must be updated annually.
- Refrain from keeping nuisance pets. Cleveland ordinances prohibit the keeping of nuisance pets. Keeping a nuisance pet will be subject to fine according to the Enforcement Policies established by the Board. A nuisance pet is defined as a pet which bites, barks, yelps, howls or bays in a manner which disturbs the peace and quiet of neighbors, or that digs, scratches, or urinates/defecates upon any lawn, tree, or shrub not owned by the person in control of the pet.
- Owners will be responsible for any damage to Common Areas caused by their pets. Unpaid charges for such damage will become an assessment upon the resident's property.

### Visible Patios, Balconies, Decks, Porches

Patios, balconies, decks and porches that are visible to the public are not to be used to store items that would cause an unsightly appearance. Furniture, barbeque grills, etc, used or displayed on any of these areas must be manufactured for outdoor use, and must be in good condition. Please keep in mind City of Cleveland fire codes when using outdoor grills. For more information contact the fire department at 216.664.6664.

### Parking and Abandoned Vehicles

Vehicles may be parked only in legal parking surfaces. They may not be parked on lawns or sidewalks. City ordinance currently forbids parking in alleyways. Trucks or other vehicles used for commercial purposes may not be parked in any visible area of the development. An exception is commercial vehicles temporarily present to perform services. Likewise boats, boat trailers, campers, travel trailers, RV's or similar vehicles, vehicles not in operable condition, and unlicensed vehicles may not be permanently

- Grievances that do not progress to the next level within the specified time limits will be considered withdrawn and closed.
- All information obtained during the grievance process is subject to the Association's confidentiality policy.
- No disciplinary action, or retaliatory action of any form, may be taken against an owner because they have filed a grievance.

**Getting Along**

Residents of Beacon Place are urged to hold to a standard of conduct that places high emphasis on respect for the quiet enjoyment of the development by their neighbors. Occasionally neighbors might overlook this obligation and conflicts will arise. If you are unable to resolve an issue with a neighbor, the Association is available to assist you

Prior to seeking Association assistance please make every attempt to resolve the issue directly with your neighbor. Remember, you should refrain from harassing neighbors for activities that you might consider offensive but are in reality within reasonable standards of behavior.

If you are unable to resolve an issue with a neighbor you may submit a complaint in writing to the Management Agent. Complaints against anyone violating the rules must be submitted to the management company in writing and must contain: the date, your name, address, and daytime phone number, a concise summary of the offending behavior the violators name and address, dates and times committed, any actions you took with respect to the offending behavior, and your signature. Written corroboration of the complaint should be obtained from a third party or neighboring Owner and submitted with your complaint.

The Board will investigate all complaints, and if necessary will hold a hearing on the matter. Violating residents can be fined for their behavior. These fines will become a part of the resident fee balance. In extreme cases the Association might be forced to take legal action to stop the offending behavior.

**Unnecessary Noise**

Daily quiet time is established at 11:00 PM thru 7:00AM. During these hours all noises must be confined within the home. Children, audio-visual equipment (radios, CD, televisions, etc.) and any other noise making devices must be turned down to their low settings so as not to disturb other residents. Noise during quiet hours that travels outside of the home and can be heard by at least two neighbors and is of duration longer than 5 minutes, will be considered to be noxious activity and subject to fine. Other unnecessary noises are those in violation of City of Cleveland Code of Ordinance 605.10. If you are bothered by unnecessary noise, see Getting Along

Unit owners will be notified, via certified mail or personal delivery, of necessary repairs before the Board will take action. The notice will contain the following: (1) a description of the property damage or violation; (2) the amount of the proposed charge or assessment; (3) a statement that the owner has a right to a hearing before the Board to contest the proposed charge or assessment; (4) a statement setting forth the procedures to request a hearing (see Resident Grievance Procedure); (5) a reasonable date by which the owner must cure a continuing violation to avoid the proposed charge or assessment, if such an opportunity to cure is applicable; and (6) a statement that failure to respond to the notice within ten business days will result in denial of your right to a hearing on the matter.

For additional information, contact the Management Agent.

**Alterations to Units**

Residents are free to alter the interior of their units according to their tastes and in conformance with City of Cleveland building codes. Certain restrictions apply to interior alterations affecting the common walls shared by any two, town home or coach home units. The management company can give you guidance regarding these restrictions.

In order to uphold the aesthetic integrity of Beacon Place and preserve the market value of neighboring units, the Declarations require Board approval of alterations to the exterior of any Beacon Place residence. The Design Review Committee must approve any alterations or major repairs to the exterior of your home. The purpose of the Committee is to ascertain that any exterior alteration is in keeping with the existing building standards and visual impact of Beacon Place. The Committee does not certify code compliance, workmanship, or quality of your intended project. Examples of major repairs include replacing roofing, replacing siding, doors or windows, replacing sidewalks or driveways. Examples of alterations include installing exterior lighting or irrigation, installing storm doors or adding room additions. Exterior colors are established by original design and may not be altered. Please note that owners are responsible for the proper removal of construction debris when remodeling.

A complete explanation of the Design Review Committee and approval process is explained in the Design Review Committee Guidelines. A copy can be obtained without charge from the Management Agent. Once all information is received, your request will be acted upon at the next Board meeting following your submission of all required data.

**Resident Fees**

Residents often ask why fees are necessary. Resident fees currently cover the cost of lawn care, tree pruning, irrigation, and insurance of common areas. Town homes and coach homes are assessed an additional amount for the maintenance of their lawns. In addition the fee covers accounting, legal and administrative costs associated with professional management of the Beacon Place development. The amount of your fee is

determined by the annual budget adopted at the annual meeting and the type of home you live in.

Resident fees are due the first day of the month. You will receive a statement toward the end of each month showing the amount of resident fees due for the coming month. Residents whose checks are not received within ten business days will be charged a late fee. The late fee will become part of the next month resident fee.

Fees are to be paid to the management company. A mailing envelope is provided with your statement for mailing purposes. Payment must be made by personal check or debit, money order, or electronic payment. Payment of fees will not be accepted in cash or via credit card. Checks should be made payable to Beacon Place Homeowners Association. Please make sure your address is on the check.

In order to insure that monies are available to meet Association obligations, The Board will actively pursue unpaid resident fees. **Current regulations require that a lien be placed upon the home of any owner who owes more than a \$750 balance (including late fees, collection costs, and legal costs) or is more than six months in arrears.** In addition the association is currently authorized to foreclose upon any owner over one year delinquent or with a balance of \$1,000 (including late fees, collection costs, and legal costs) or greater.

#### ***Special Assessments***

Residents may from time to time be assessed a special assessment to cover the cost of additional services, capital expenditures, or member-requested amenities. Per Article V Sec 4 of the By-laws special assessments require the majority approval of the Members to become effective. Once adopted, the assessment will become a part of the monthly Resident Fee. Every attempt will be made to keep assessments to the lowest amount possible.

#### ***Resident Grievance Procedure***

Residents may appeal any fine or individual enforcement assessment or action of the Home Owners Association that has not been levied through legal action by following the grievance procedure outlined below. Actions taken as a result of legal action must be handled through the courts or through correspondence with the association's legal counsel.

The grievance procedure is a four-step process:

- 1) Letter to the Board c/o the Management Agent: The resident must state in writing, the nature of their grievance, *if they are requesting a hearing before the Board or not*, examples of the situation(s) causing the grievance, the time and date of the incident causing the grievance (if applicable), witnesses to the incident (if any), what has been done to date

(if anything), and what they want to see happen. A copy of this writing must be signed by the resident and forwarded to the Management Agent, with a copy to the Board, within ten days of the incident/assessment notice. Failure to respond within ten business days of the incident/assessment notice will remove your right to request a hearing before the Board.

The Management Agent or a Committee Chair (if appropriate) will meet with the resident within five business days of receiving the written grievance to attempt to resolve the matter. If the grievance concerns the Committee Chair or Management Agent, the resident may request that a Board Member attends the meeting. The Chair or Agent will work to resolve the matter to the resident's satisfaction consistent with existing policy and available resources. It will be the responsibility of the Chair or Management Agent to fully document the conversation in their minutes. The Chair/Agent will refer the complaint, and the written summary of the attempted resolution to the Board President. If resident is still dissatisfied the resident can proceed to the next step.

- 2) Board Hearing: The resident may request a hearing before the full Board of Trustees in writing delivered to the Management Agent or Board President. The Board President is responsible for scheduling a hearing date acceptable to the Board and the resident. The resident will receive written notice of the hearing date, time, and location no later than seven days before the scheduled date.

- 3) At the hearing the resident will be permitted to present their grievance to the Board in person. The Board will review the facts, conduct any necessary inquiries, and render a decision within ten business days of the hearing date. Within twenty business days of the decision a written notice of the decision or change/assessment will be sent to the resident via certified mail or personal delivery. If the resident is not an owner, the decision of the Board will constitute the final mediation. If the dispute is still not settled to the satisfaction of the Owner, the Declarations require the Association and owner to willingly submit to mediation in accordance with Commercial Mediation Rules of the American Arbitration Association. The cost of mediation is to be split evenly between the Owner and the Association unless the Mediator orders otherwise.

- 4) American Arbitration Association: If the dispute is still not settled to the satisfaction of the parties, the Declarations state that the Association and Owner will enter into binding arbitration if requested by either party within ten days of the mediation decision.

Please note the following rules regarding the grievance process.

At any point in the process, either party may seek action at law to settle the dispute.