



# **The Belvedere Handbook**

Welcome! You have chosen to live in one of Cincinnati's most elegant buildings...an address of distinction!

One of Cincinnati's true historic treasures, the Belvedere is a stunning example of Second Renaissance Revival style and a microcosm of urban society. Culturally diverse and multi-aged, it reflects the many professions and varieties of a cosmopolitan neighborhood.

The purpose of this Handbook is to provide the practical information and the Rules and Regulations that will enable you to live comfortably with your neighbors.

## **Belvedere Rules and Regulations**

The acquisition or rental of any unit or the occupancy of any unit shall constitute acceptance and ratification of any Rules and Regulations adopted by the Association.

### **I. Assessments**

- Your monthly statement will be mailed or delivered by the first of each month. Your statement will include your regular assessment, electric charges, late charges (if any), along with other optional service charges such as for repairs. These bills are payable by the 10<sup>th</sup> of the month.
- All payments should be made by US Mail in the envelope provided or by automatic deduction from owners' bank account.
- All regular and special assessments must be paid when due. Monthly assessments are payable by the 10<sup>th</sup> of the month.
- A late fee of \$150.00 will be levied for that month if payment is not received on time. Any payments are credited in the following order: interest, late fees, collection costs (if any), and assessments (to the oldest month due first).
- If payments are missed for a second month, a lien will be filed at owner's expense.
- A Foreclosure Complaint may be filed by the Board in Common Pleas Court in cases when three or more months' assessments are not paid or when a special assessment is not paid in a timely manner.

### **II. Insurance**

- Each homeowner is required to carry a homeowner's insurance [HO6 policy] and must provide the management company with a copy of their insurance policy.
- If an insurance claim must be made by the Association for damages to the Common Elements caused by the owner, occupants, guests of or property in a unit, that owner will be responsible for paying the cost of those damages up to \$10,000.00.

### **III. Access and Keys to Units**

- It is the responsibility of each owner to ensure that the on-site manager has keys that will allow ready access to a unit by the maintenance staff or emergency personnel.
- If keys are not provided and entry must be forced, all expenses incurred to obtain access to a unit, will be the sole responsibility of the owner of the unit.
- If forced entry requires immediate repairs to secure the property, the Association's maintenance staff and/or vendors will perform the required repairs and the cost will be added as a repair expense to the next monthly invoice.

- If immediate repairs are not required to secure the property, the owner will be sent a notice indicating the time by which such repairs, if any, must be made. Failure to make the requested repairs in a timely manner may result in further action on the part of the Board on behalf of the Association.

#### **IV. Move In/Move Out**

- The service elevator must be used for all move-ins and move-outs.
- The on-site manager must be notified at least 5 business days in advance of any moves, so that a notice can be posted for the convenience of other residents and our staff.
- Moves may be scheduled only during business hours Monday through Friday from 8 AM to 6 PM and from 9 AM to 3 PM on Saturdays.

#### **V. Phone Numbers**

It is the responsibility of residents to ensure that the on-site manager has their telephone number, and any telephone number changes or new installations.

Pertinent phone numbers:

- Front desk: 1-513-281-5565
- Towne Properties: 1-513-751-5040
- On-Site Manager: 1-513-919-5572

#### **VI. Mail**

- Each unit has one mailbox that is located in the room at the rear of the main lobby. These boxes are the property of the U.S. Postal Service. If you receive a piece of mail too large for your mailbox, the door staff will call to notify you of the delivery and the item will then be put in the locked closet on the main level. The door staff will sign for all certified and registered letters unless instructed otherwise by a resident.
- If you experience a problem with your mailbox, please notify the on-site manager.

#### **VII. Deliveries**

- Residents are required to instruct service persons and those making deliveries to come first to the door person on duty to arrange for proper admittance to the building and to use the service doors and elevators at the rear of the building.
- Residents are required to instruct service persons (such as cleaning personnel) to sign in at the front desk when they arrive.
- Residents are to notify the door personnel of any regularly scheduled service persons and the date and time of scheduled arrival.
- Residents are not to request that door staff deliver packages to a unit.

### **VIII. Visitors**

- All guests will be announced unless the resident has informed the door staff of their arrival. In that case they will be asked to sign in and allowed up without being announced.
- Residents are required to notify their guests that parking in front of the building is for residents only and that use of these parking spaces could lead to their vehicle being towed at their expense.

### **IX. Parking**

- All vehicles parked on Condominium Property must have visible permit stickers.
- Residents who wish to use any of the parking spaces in front of, in the rear, or along the side of the building, must provide the door staff with a key to their vehicle. Residents are not permitted to use the parking spaces in the rear of the building during the period 8:00 AM – 5:00 PM Monday through Friday.
- The handicapped parking space located in front of The Belvedere is for handicapped pickup and drop-off only.
- Residents who choose not to provide a key to their vehicle may park either on Rose Hill or Beechwood Avenues beyond the west end of the building, or in the remote lot across Clinton Springs Avenue.
- Residents who choose to use the lot across Clinton Springs Avenue and choose not to leave their key with the door staff are responsible for parking and retrieving their vehicles.
- Residents who choose not to leave their key with the door staff may not double park in front of the building.
- Cars are not to be parked in the fire lane in the front circle or in the striped areas on the side or rear of the building.
- Vehicles may be washed only in the area near the rear doors and not before 10 AM on weekends. Radios and stereos are to be at a volume that does not disturb other residents.
- If a Resident expects 10 or more guests, or 5 or more vehicles, they must notify the door staff, so a parking valet is scheduled. If more than 10 cars are expected, a second valet is required. Resident will be charged for same at the current hourly rate.
- No prohibited truck (defined as exceeding a one ton rating or with either commercial lettering or a dual rear axle), boat, trailer, camper, recreational vehicle, nor any commercial or inoperable vehicle is permitted in the parking spaces on the Condominium Property that are reserved for residents.
- Parking in front of the building is for residents only. Use of these parking spaces by non-residents is prohibited and could lead to their vehicles being towed at their expense.

- Contractors and other commercial vehicles serving residents are permitted to park behind the building during regular business hours.
- When residents come home, they are to inform the door staff of the next time they will need their cars, or, if unsure, that they will call. If the door staff is not at the front desk, residents are to fill in that information on the sign-in sheet provided at the desk.
- Residents' cars parked in the valet spaces or double parked between the hours of 3:00 and 8:00PM may be moved to the remote lot.
- Cars belonging to residents who are parked in a parking space in front of the building that are not needed in the next 24 hours may be moved to the remote lot.

### **X. Door Staff**

- Maintenance of the building's security is the primary responsibility of the door staff.
- Door staff is also responsible for moving cars to and from the remote parking area, as needed. Please do not ask staff to perform other services that would impinge on their primary duties.
- Tipping is discouraged at The Belvedere.

### **XI. Fire Safety**

- Each unit must have at least 2 operating smoke detectors.
- If a situation should arise in a unit that creates enough smoke to set off a smoke detector, though it poses no threat to others, the resident must notify the on-site manager or door staff immediately.
- If a resident sees or smells smoke, they must notify the on-site manager or door staff immediately.
- If a resident suspect there is a fire, they should immediately pull the fire alarm located near the passenger elevator and in the service area.
- Residents must not use the elevators in a fire emergency. They are to use the two fireproof stairs on each floor. If the way down appears unsafe in both stairways, residents should go to the Roof Garden and come down the other side. Those residents unable to navigate the stairs should notify the door staff of their location.

### **XII. Evacuation**

- If a resident requires special assistance due to hearing, sight impairment, inability to walk downstairs, or other mobility problems, that resident must notify the on-site manager so that his/her name can be included on a list provided to the Cincinnati Fire Department in case of an emergency.
- In the event of a tornado warning, residents should take refuge in the rear stairwell.

### **XIII. Smoking**

- By state law, no smoking is permitted in the interior Common Areas of the building: lobby, vestibule, roof garden, stairways, service corridors, community room, roof, hallways, laundry, exercise rooms, or elevators.
- Residents must not remove the cigarette containers.
- Residents must not use sidewalks, planters, or floors as ashtrays.
- No smoking is permitted on the grounds within 100 ft. of the entrance to the building.

### **XIV. Pets**

- No more than two household pets are permitted per Belvedere unit.
- Pets must be accompanied by their owner and leashed regardless of their size at all times while in the Common Areas.
- Residents must use the freight elevator when taking their dog in and out of The Belvedere. The only exception is if they are able to carry the dog while on the passenger elevator.
- If the elevator is occupied, a resident must ask permission to board when carrying a pet.
- Pets are not permitted in the Roof Garden, laundry room, community room, or exercise room at any time nor on the carpets or furniture in the lobby.
- Residents must clean up after their pets inside and outside the building, in the park, and on Rose Hill Ave. Baggies are provided in the park for cleaning up that area.
- If a pet has an accident in the building or on the sidewalk or entryway, it is the owner's responsibility to clean it up immediately.
- Residents must not permit their pets to defecate or urinate on the bushes and/or grass immediately adjacent to or in front of the front doors of the building.
- Residents must use the dog park located in the South section of Triangle Park for their pets to defecate or urinate.
- Pet owners are responsible for preventing their dog from disruptively or continuously barking and annoying their neighbors.
- Only domestic household pets are permitted subject to the above regulations as long as they are not being kept for commercial purposes and provided that they do not create a nuisance or unreasonable disturbance.

### **XV. Carts**

- Only groceries and luggage are permitted through the front door. All other items such as furniture, TVs and bicycles must be taken in or out via the service elevator and rear entrance.
- Door staff are not permitted to bring a cart to your unit.

- Residents are responsible for promptly returning the cart they use to the closet on the “B” side of the main lobby by either returning it themselves to the cart closet on the “B” side or placing it on the elevator and calling the door staff at 513 281 5565 to say that they have done so.

#### **XVI. Elevators**

- Residents are not to transport laundry, furniture, bicycles and the like through the lobby or on the passenger elevator. Service elevators must be used for those items.
- Residents are not to transport dogs too large to be carried on the passenger elevator.
- Residents are responsible to clean up immediately any spill that they may cause. If the resident is unable to clean it, the resident must notify the door staff immediately so that the on-site manager can arrange for it to be cleaned up.

#### **XVII. Laundry Facilities**

- Residents must leave the laundry room in a neat and clean condition after use.
- Residents may not remove laundry carts from the laundry room.
- Residents may not take laundry through the lobby or transport it on the passenger elevator.

#### **XVIII. Exterior Surfaces of the Building**

- Unit owners shall not cause or permit anything to be hung or displayed on the outside or inside of windows other than curtains or blinds.
- Nothing shall be placed on the outside of the building without the prior consent of the Association.
- No sign, awning, canopy, shutter, or radio or television antenna or other device shall be affixed to or placed upon exterior walls or roof of the building without the prior consent of the Association.
- The window treatments in all units must appear white or off-white when viewed from the exterior of the building.

#### **XIX. Trash/Recycling**

- Residents must tightly bag their garbage and pet litter and place it in the garbage can with the lid tightly closed.
- Residents must thoroughly wash all recycle items (glass, tin and aluminum cans and plastics) before placing them in the recycle bins.
- Residents should not place furniture in the dumpster. If you have items to discard, please follow instructions below:

1. Call (513-919-5572) or email ([belvedereosm@yahoo.com](mailto:belvedereosm@yahoo.com)) the building manager to tell him what items you will be setting out and when.

2. Rumpke will only pick up mattresses and furniture that are wrapped in plastic, so please wrap your items securely. (Furniture that is constructed from all wood need not be wrapped).
3. Items should be placed to the left side of the dumpster, not in front of it.
4. Rumpke charges \$15 per large item pick up, and this charge will be assessed to the resident.

## **XX. Renovations**

- All renovation work must be confined to the unit under renovation.
- Prior to the start of construction, renovation plans, work plans and the contractor's name and contact information must be given to the on-site manager by the owner for final review. In the event that major renovations start without final review and approval by the Board through the on-site manager, the renovation project must cease, and the workers will be denied access to the building until such approval is obtained.
- Residents must instruct all tradesmen including cable and telephone installers to enter the building only through the rear doors. For more specific directions, contact the on-site manager.
- All contractors must meet with the on-site building manager before any work is started to discuss work plans.
- All work must be confined to business hours from Monday through Friday between 8:00 AM and 6:00 PM and on Saturday between 9:00 AM and 3:00 PM.
- No renovation work may be done on Sundays or holidays.
- No unit renovations may be done in the Common Areas, including the service areas.
- Store appliances, boxes, or other items are not to be stored in the Common Areas, including service corridors, during construction.
- It is the contractor's/homeowner's responsibility to dispose of all trash and dirt from construction.  
Disposal Information:
- The trash cans and recycle bins in the service corridors and the dumpsters are for household debris only; these containers are not to be used for construction debris.
- Contractors/homeowners are responsible for cleaning of dust caused by sanding or otherwise. The resident will be charged for any additional cleanup necessary in the Common Area.



## **XXI. Common Area Use and Decoration**

- An owner or resident of a unit may affix a non-flammable item to the wall of the hallway where his/her unit is located only if an owner or authorized occupants of the other units on that floor give consent in advance of the placement of the item.
- No items shall be stored in the Common Areas. No personal property, including but not limited to furniture, vehicles, cleaning supplies, or door mats may be placed or stored in the residential or the service hallways. The only items allowed in the residential hallways are the building's small console table, the mirror above the table, and a chair.
- Only non-flammable personal items may remain on the console table, with the consent of the other residents on that floor.
- Should a resident or property owner object to any item affixed to the Common Area side of a door on his/her floor, he/she may bring the matter to the Board of Directors for its consideration and decision.
- No item may be affixed to the floor in any hallway. One chair provided by The Belvedere, if available, may be placed outside the passenger elevator.
- Nothing expressed herein allows the placement of any item that is contrary to the health or safety of any resident or property owner of The Belvedere.
- No hazardous material and no hazardous activity shall be conducted in the Common Areas.
- No activity that may be a nuisance or serious annoyance to another resident shall be conducted in the Common Areas.
- No loitering is permitted in the entry area around the front desk, as it interferes with the ability of the door staff to provide security and valet services to residents.
- Everyone must wear a mask in all Common Areas including, but not limited to, hallways, elevators and the lobby (this provision will expire when the coronavirus pandemic has ended).

## **XXII. Use of Unit**

- No hazardous material shall be kept, and no hazardous activity shall be conducted in, any unit.
- Nothing may be displayed on windows other than curtains or blinds.
- No sign, awning, antenna, or dish may be affixed outside a unit without the approval of the Board.
- No activity that may be a nuisance or serious annoyance to another resident shall be conducted in any unit.
- Owners may use a portion of their units for an office or studio as long as the business activity conducted does not interfere with the quiet enjoyment of other residents and provided that the business being conducted does not involve customers or clients coming onto the Condominium Property. No unit may be used as a school or music studio or as an Airbnb-type rental.

- Units may be leased, but the terms of the lease agreements must be approved by the Board and must include a provision that the lessees are subject to the Declaration, By Laws and Rules & Regulations of The Belvedere and that violation of any such provisions constitutes an incidence of default of the lease.

### **XXIII. Rooftop Garden and Community Room**

- The rules governing the use of either of these spaces are found in the contract that residents are required to sign prior to reserving those areas.
- Use of the roof garden for large private parties is by reservation only. Use of the community room for parties of ten or more individuals is by reservation only.
- To reserve the roof garden or community room, you must speak to the on-site manager and obtain a contract that must be signed before the event.
- For groups fewer than 10 individuals, the community room does not need to be reserved, but the resident member of the group must discuss their plans with the on-site manager prior to the event.

### **XXIV. Resident Registration**

For the purposes of these Regulations, a resident is:

- (1) An owner of record of a unit who lives in the unit;
- (2) A person designated by the owner of record to be a joint occupant with the owner; or
- (3) A person who occupies a unit pursuant to a lease agreement executed by the owner, which lease agreement has been approved by the Board and is on file with the management office.

Each resident must appear in person to register with the management office. At that time, they will be issued a sticker for their vehicle, a copy of The Belvedere Rules and Regulations and information regarding access to The Belvedere website.

Keys to the Building are the property of the Association. Only registered residents may have a key to access the Building. Keys will be given to a resident either by the former owner, or if they were left at the Management Office, by the onsite manager. There will be a charge of \$50 for the replacement of a lost building key.

### **XXV. Enforcement**

- Among the statutory powers and duties of the Board of Directors is the responsibility to impose reasonable enforcement assessments for violations of the Covenants in the Condominium Documents and the Rules and Regulations of the Association.

- Prior to imposing a charge for an enforcement assessment, the Board will give the unit owner a written notice that includes a description of the violation, the amount of the proposed charge, a statement that the owner has a right to a hearing before the Board to contest the proposed charge, a statement setting forth the procedures to request a hearing, and the circumstances under which the owner can cure the violation to avoid the proposed charge.
- Violations may be reported to the Board in writing by any member of the Association or by the on-site manager. Nuisance Report forms are available from the on-site manager and at the front desk. The report must include the name and unit number of the alleged violator along with the nature, date, and time of the violation. The report must be signed and placed in an envelope addressed to the Board of Directors and placed in the mailbox in the mailroom. The name of the person reporting the violation will be held in confidence. If the Board deems it appropriate, the report will be addressed according to the policy outlined above.
- A unit owner should not approach individual Board members about observed violations.
- Unless otherwise indicated above, charges for violations may be assessed as follows:  
First Violation, Written Notice; Second Violation: \$50 fine; Third Violation: \$100 fine; Fourth Violation: Board's discretion.

*These Rules and Regulations were adopted by the Board of Directors in March 2013 and amended in 2021.*

*Copies of this document can be accessed through the resident section of the Belvedere website. All are encouraged to register, as it is a primary means for the Board and Management to communicate with Residents. <https://belvederecincinnati.com>*

---