

## **Policy Resolution No. 14 (Revised)**

(Revised June 13, 2001)

### **Move-in / Move-out Policy**

#### **Introduction**

The original Policy Resolution No. 14, adopted on June 19, 1997 addressed a number of issues related to moving into and out of the complex. The Covenants Committee has revisited moving procedures because of the tension between the disruptions of relocating and the quality of life of all residents. This revision seeks to strike a balance between pressures to move on weekends and the desire to keep weekends free of inconveniences and unsightly activity in the lobbies and entrances. Moves will be permitted on certain Saturdays only and management will closely monitor the moves. This is necessary also because of conditions unique to Colecroft Station, e.g., the lack of freight elevators and lack of off-street parking for large vans. This resolution applies to all, whether owners or tenants. Compliance with its provisions will benefit all and be a courtesy to one's neighbors.

Therefore, the Board with the authority invested in it by the Bylaws of the Colecroft Station Unit Owners Association resolves the following:

#### **I. Revision**

This Policy Resolution No. 14 (Revised) is intended to replace previously adopted Policy Resolution No. 14 (June 19, 1997) in its entirety, and Section VI of Policy Resolution No. 9 (March 21, 1990), and Paragraph 37 of the *Rules and Regulations of Colecroft Station Condominium*. Accordingly, Policy Resolution No. 14 and Section VI of Policy Resolution No. 9, and Paragraph 37 of the *Rules and Regulations of Colecroft Station Condominium* are hereby rescinded and replaced with this Policy Resolution No. 14 (Revised) effective immediately.

#### **II. Application**

This Policy Resolution No. 14 (Revised) applies *in toto* to Buildings I, II, and III (505 and 545 E. Braddock Road and 610 N. West Street). Owners and tenants of the commercial buildings IV and V (515-535 E. Braddock Road and 555 E. Braddock Road) must inform management of potential moves. They are not subject to the fees and charges specified for the residential buildings. In addition, as good neighbors, they must not obstruct access to common areas.

#### **III. Enforcement**

The Association, acting through its Board of Directors, will be able to enforce the provisions of Policy Resolution No. 14 (Revised) through all legal means available

to the Association, including but not limited to: 1) the immediate cessation of any move in or out which is in violation of this Policy Resolution No. 14 (Revised) or which is causing damage to the common elements or which unreasonably interferes with the other unit owners' right of use in the common elements; 2) the assessment of monetary charges pursuant to Section 55-79.80:2 of the Virginia Code and Article 9, Section 9.1(g) of the Bylaws; and/or 3) legal proceedings pursuant to Bylaws Article 9, Section 9.1(f).

Unit owners should note that legal relations exist between the Association and unit owners, not between the Association and tenants. Unit owners are responsible for ensuring that tenants follow correct moving procedures, including the payment of monetary charges and assessments. Management will notify owners, by letter within two weeks, of any infractions by tenants. The Association will take legal action against unit owners if their tenants fail to meet the obligations set forth in this Resolution.

#### **IV. Security Deposit**

There shall be a refundable security deposit of \$200.00, payable by check to the Colecroft Station Condominium Association, delivered to the Site Manager no later than two (2) business days prior to a scheduled move-in or move-out. Said deposit shall be refunded in full provided the Site Manager after inspection discovers no damages to common elements associated with the move. In the event of damages to the common elements, the security deposit shall be retained and applied to the repair of said damages. Repair costs for damages exceeding \$200.00 shall be collected in the manner established by Administrative Resolution No. 4, pertaining to collection of assessments.

#### **V. Non-Refundable Move-in Fee**

In addition to the refundable security deposit, noted in section IV above, there shall be a non-refundable fee of \$100.00 for one's initial move into the complex. This Move-in Fee of \$100.00 covers administrative costs relative to the move and is payable in advance by check made payable to Colecroft Station Condominium Association and delivered to the Site Manager no later than two (2) business days prior to a scheduled move-in.

#### **VI. Scheduling Moves**

All moves into or out of the complex must be scheduled with the Site Manager at least two (2) business days prior to the move. Moves in or out may be scheduled Monday through Friday during the hours of 9:00 a.m. to 5:00 p.m. only. No moves shall be scheduled on any legal holiday. No moves will be allowed on the weekend except that moves on the first or last Saturday of each month may be allowed and scheduled only with the approval of and at the discretion of the Site Manager. Any person wishing to move on the first or last Saturday will deposit with the Site Manager at the time a Saturday move is scheduled an additional non-refundable deposit and

charge of Two Hundred Dollars (\$200.00) to defray the expense of management presence on-site for the Saturday move. If any move begins late or exceeds the four (4) hour agreed scheduled moving period by more than one (1) hour, a further hourly charge of Fifty Dollars an hour (\$50.00 per hour) for management presence will be imposed and incurred by the party moving. Any move which is attempted without complying with this Policy Resolution No. 14 (Revised) or without making appropriate prior arrangements as required herein, will be stopped and the persons moving, including their agents, will be prevented from using the common elements and elevators until appropriate arrangements consistent with this Resolution can be made and authorized.

### **VII. Responsibility for Moving Crews**

Those moving into or out of the complex are responsible for supervising the actions of their moving crew. Should movers disregard the published rules for moving (e.g., use of elevators and lobbies) or disregard the instructions of the Management Representative, management may halt the move by denying use of the elevators or common areas.

### **VIII. Responsibility for Damages**

The owners of any unit involved in a move into or out of the complex are responsible to the Association for any and all damages to the common elements caused by tenants or their agents or the owners or their agents as a result of the moving process. (See Section III. Enforcement.) In the first instance, the security deposit will be used to cover the cost of damages; should damages exceed the amount of the deposit, unit owners involved are responsible for the balance.

### **IX. Publishing of this Resolution**

It is the responsibility of unit owners to inform their tenants of this resolution in its entirety, and, if necessary, to amend leases to ensure compliance with the Policy Resolution No. 14 (Revised).

### **X. Schedule of Charges**

<b>Item</b>	<b>Standard</b>	<b>Situational</b>
Security deposit (refundable)	\$200.00	
Move-in Fee (incoming only)	\$100.00	
Moves on 1st & Last Saturdays	\$200.00	
Hourly rate (for management presence)	\$50/hour	