

THE MAJESTIC CONDOMINIUM UNIT OWNERS ASSOCIATION

REGULATORY RESOLUTION NO. 20080317-1

Procedures Related to Moving In/Out of Units

WHEREAS, District of Columbia Code Section 42-1902.09, Section 14 of The Majestic Condominium Declaration [sic] (“Declaration”) and Section 3 of The Majestic Condominium Bylaws (“Bylaws”) establish that all present and future Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of the Declaration, the Bylaws (collectively, the “governing documents”), and Rules and Regulations as may be amended;

WHEREAS, Section 4.2 and 5.1 of the Bylaws authorize the Board of Directors to manage the affairs and business of the Association;

WHEREAS, Section 5.1 (3) of the Bylaws directs the Board of Directors (“Board”) to provide for the operation, care, upkeep, maintenance and surveillance of the Common Elements and for services to the Condominium;

WHEREAS, Section 5.1 (5) and Section 8 of the Bylaws establish the Board’s power to make and amend rules and regulations respecting the use of the Condominium;

WHEREAS, Section 14.4 of the Bylaws holds each unit owner liable for the expenses of all maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or the act, neglect or carelessness of any member of his family or his employees, agents, or licensees, to the extent that those acts are not covered by the Association’s insurance;

WHEREAS, Section 9.15 of the Bylaws authorizes the Board to promulgate reasonable rules regarding move-in and move-out from the Building;

WHEREAS, there is a need to establish move-in and move-out regulations in order to ensure that due care and attention to condominium property is exercised by all unit owners and residents during the move-in and move-out process, in order to protect the condominium property from damage and to protect Association members from disturbance.

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT the Board of Directors adopts the following Resolution on Procedures Related to Moving In/Out of Units:

I. Definitions:

- a. Move. A “move” is defined as an applicant or other person transferring household goods within, onto, or from The Majestic Condominium (“Condominium”), including a move from one Unit to another within the Condominium.

- b. Applicant. An “applicant” is defined as the Unit Owner or the Unit Owner’s agent seeking to move into or out of a Unit.
- c. Damages. “Damages” are defined to include any breaking, chipping, marring, scratching, marking, ripping of or otherwise damaging or harming any of the common areas of the Condominium property, including, but not limited to, hallways, elevators and flooring.
- d. Deposit. A “deposit” is the amount of money the applicant is required to pay in connection with their move to the Condominium in order to insure that Condominium property is protected and procedures followed. No interest is paid on the deposit.

II. Scheduling:

- a. Advance Written Approval. All move-ins or move-outs must be scheduled via written notice received by management at least five (5) days from the date of the proposed move. If more than one applicant requests the same moving date and time, priority will be determined by timeliness of the completed application and payment of the deposit.
- b. Hours Within Which Moves Permitted. Moves shall take place between the hours of 8:00 a.m. to 8:00 p.m. on Monday through Friday and 8:00 a.m. to 4:00 p.m. on Saturdays and Sundays. Moves will be scheduled in accordance with the management log and will not last more than four hours. No moves shall be conducted on holidays without prior written consent from the Board.

III. User Fee, Security Deposit.

- a. User Fee, Security Deposit. Prior to any move into the building, the resident must pay a deposit of \$200. Provided no damage was done, after an inspection of the common area \$125 of the deposit will be refunded. A fee of \$75 will be imposed on each move-in or move-out to cover the reasonable costs and expenses, and wear and tear associated with move-ins or move-outs. The fee shall be subject to adjustment as determined by the Board of Directors for the Association. **Moving of any single item as defined above that requires the use of an elevator for less than twenty minutes is exempt from the security deposit.**
- b. Inspections. Prior to the day of the elevator reservation, the applicable resident and the Board’s designated representative will inspect the moving route and report any damage observed during the inspection. The Board’s designated representative will conduct a second inspection after the move to determine whether any damage occurred during the move. The applicable resident is free to join management for this second inspection. Within one week after the move, management will return the remaining deposit minus the move-in/move-out fee to the resident if the post-move inspection reveals no damage to the areas.

- c. Reasonable Care. On the day of the elevator reservation, the applicable resident shall exercise all reasonable care to ensure that the Association's property is not damaged during the move. When the resident completes his/her reserved use, the resident shall return the elevator key directly to management/security.
- d. Proper Areas. All moves must be undertaken by using appropriate designated parking and egress areas. Care will be taken not to damage walkways, halls, stairwells, pavement or any other area.

IV. Damages and Restrictions.

- a. Repair Costs, Trash. The Owner whose Unit is being moved into or moved out of will be responsible for the cost of repairing any damage to or performing any cleanup of the Common Elements, including disposal of any trash that results from his or her move. During the course of a move, residents are strictly prohibited from placing any items within eighteen inches of any sprinkler heads or light fixtures within the Association. Residents must also remove all furniture, trash and other personal items from their Unit and the Common Elements. All trash must be disposed of in accordance with the Association's trash policy if applicable. If no trash policy is in place at the time of the move, the moving resident must ensure all trash is removed from Common Elements and from the applicable Unit, and disposed of in trash container designed for trash disposal.
- b. Use of Deposit for Repair As Necessary. The Association will repair any damage and/or dispose of trash and deduct the cost from the \$200.00 deposit and refund the balance, minus the user fee. If the cost of repair or cleanup exceeds \$200.00, the owner of the Unit will be assessed for the amount that exceeds the deposit. If the resident is due a return of the security deposit, management shall mail the return of the security deposit to the resident at either the Unit address or a forwarding address, as indicated in writing by the resident.
- c. Restrictions. Residents are prohibited from using the elevators and entrances into the building for any move if the residents have not complied with the requirements of this policy. Applicant is prohibited from using the Common Elements as a staging area. Household goods must be moved from the apartment and proceed directly to the elevator and then directly to the vehicle and vice versa. An unauthorized move or failure to follow these procedures may result in a violations assessment charge of up to \$25.00 per incident, and/or any enforcement action authorized by the governing documents and the Act.
- d. 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 or disregard the instructions of the Management Representative, management may halt the move by denying use of the elevators or common areas.

Move-In/Out Checklist

Section I: To be completed by party moving.

Instructions

Complete this section of the form and submit it to a board member or an agent designated by the board prior to beginning your move.

Name(s) of person moving _____

Unit Number _____

Date of Move _____(MM/DD/YYYY)

Time of Move from _____ until _____

Section II: To be completed by a board member or appointed agent.

Check when completed.

Moving party has paid the security deposit? _____

Moving party has paid the moving fee? _____

Moving party has obtained the elevator key and pads? _____

Inspection of any and all affected Common Elements has happened prior to the move noting any existing damages? _____

Inspection of any and all affected Common Elements has happened after the move noting any new damages? _____

Moving party has returned elevator key and pads? _____

Punch list of damages noted prior to the move

Punch list of damages note after the move

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

4. _____

(Use back side if necessary.)