

THE SIERRA CONDOMINIUM UNIT OWNERS ASSOCIATION

POLICY RESOLUTION NO. ____

Moving Fees and Procedures

WHEREAS, Section 3.1 of the Bylaws of The Sierra Condominium (“Bylaws”) provides that the Board of Directors (“Board”) has all of the powers and duties necessary for the administration of the affairs of The Sierra Condominium Unit Owners Association (“Association”) and may do all such acts and things as are not required by the Virginia Condominium Act (“Act”), the Declaration or the Bylaws to be exercised and done by the Association;

WHEREAS, Section 3.1(f) of the Bylaws provides that the Board has the power to adopt and amend rules and regulations;

WHEREAS, Section 5.10 of the Bylaws authorizes the Board to impose reasonable use fees against unit owners;

WHEREAS, Section 55-79.83 of the Act authorizes the Board to impose reasonable user fees;

WHEREAS, condominium living requires that the common elements are kept in good condition for the enjoyment of all Association members and residents; and

WHEREAS, in order to provide for services provided upon a move into a unit and for the upkeep and maintenance of the common elements used or affected in the course of moving furniture to units, the Board wishes to establish procedures for imposing a moving fees to be assessed against the unit owners.

NOW, THEREFORE, BE IT RESOLVED THAT the following procedures apply when a unit owner resident moves into or out of a Unit in the Condominium.

1. Move-in or move-out is defined as any move of furniture or any single item that requires a hand truck or more than one person to move, or the moving of other items into or out of the building associated with the beginning or end of the occupancy of a unit by an individual resident.
2. All move-ins and move-outs must be scheduled with Management and take place Monday through Sunday, between the hours of 10:00am and 6:00pm. The managing agent shall have the authority to prohibit any moves that have not been properly scheduled and authorized.
3. In order to schedule and reserve an elevator for a move, the resident must notify Management in writing of the desired date and time of the reservation at least seven days prior to the date requested. In order to complete the reservation request, the resident must provide his/her full

name, address, home and work phone numbers, name of the moving company, and contact information for the moving company representative, including his or her phone number.

4. All move-ins shall require payment of a non-refundable user fee of \$200.00. Deliveries that require the use of an elevator for less than fifteen minutes are exempt from the user fee.
5. All move-ins and move-outs shall require payment of a refundable elevator key deposit in the amount of \$50.00. Upon return of the elevator key to Management, the elevator key deposit shall be returned to the resident.
6. Upon receipt of the reservation request, Management will review whether other parties have made similar requests and will coordinate the reservations. Provided that the reservation request is in proper order and Management has received the appropriate payment of security deposits and user fees, if applicable, Management will provide the resident with the elevator keys and elevator pads, which the resident must pick up at the front desk. Prior to receipt of the elevator key, the resident must sign and date the Reservation Agreement, attached hereto as Exhibit A.
7. Prior to the day of the elevator reservation, the resident and the Board's designated representative will inspect the moving route and report any existing damage observed during the inspection.
8. On the day of the elevator reservation, the resident shall exercise all appropriate care to ensure that the common elements are not damaged during the move. Prior to moving any items into the Building, the resident must install the elevator pads into the reserved elevator. After the resident completes his/her reserved use, the resident is responsible for returning the elevator key and elevator pads to management by 10:00 a.m. the next regular business day.
9. Within one week after the move or delivery, the Board's designated representative will perform an inspection of the common elements. Management will return the security deposit to the resident if the inspection reveals no damage to the common elements, including the elevator and elevator pads.
10. The owner whose unit is being moved into or moved out of will be liable for all costs of incurred by the Association in repairing any damage to or performing any cleanup of the common elements, including disposal of any trash that results from a move.
11. During the 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. Residents are

prohibited from placing furniture of any kind, cardboard boxes, or any moving materials in a trash chute or on the trash room floor.

12. All trash must be placed in the trash chute. Residents are prohibited from placing anything other than trash in a trash chute. The resident is responsible for arranging for a private carting company to remove any oversized furniture or other bulk items, which shall not be placed in the Association's trash chutes or dumpster area. All cardboard boxes must be broken down and placed in the cardboard container bin located in the trash disposal room.
13. The Association will repair any damage and/or dispose of trash and deduct the cost thereof from the \$200.00 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.
14. Any resident is prohibited from using the elevators and entrances into the building for any move if the resident fails to abide by these rules and regulations.
16. Amounts collected pursuant to this Resolution will be used to provide funds for repairing damages and the extra costs that may be incurred by the Association as the result of moves into the Condominium or for such other purposes as the Board determines. Such damages may include, but are not limited to, the cost to repair nicks, gouges, marks to the walls and damaged light fixtures.
17. All fees collected under this Resolution shall be collectible in the same manner as any assessment.

Exhibit A

Elevator Reservation Contract
The Sierra Condominium

[This form must be completed and initialed/dated on each page by resident(s)]

Name _____ of _____ Resident(s): _____

Address: _____

Phone: (Home) _____ (Work) _____
(Mobile) _____ (Email) _____

Date Requested: _____

Time Requested: _____

Name of Moving Company: _____

Contact Person and Phone : _____

(Checks shall be made payable to The Sierra Condominium)

Personal Check #: _____

Amount: _____

Fees for Reserving the Elevator and Move In's

<u>Move In Fee</u>	\$200.00
<u>Elevator Key Deposit</u>	\$50.00

RESIDENT(S):

I (We) hereby acknowledge that I (We) have read and agree to the terms and conditions of Policy Resolution _____. I (We) agree to be bound to the requirements and terms and conditions set forth in Policy Resolution _____. If there is damage to the Elevator or other common elements in excess of the Security Deposit, I (We) will pay the additional charges; any such charges are collectible in the same manner as an assessment against my (our) unit. I (We) agree that should I (We) fail to pay the damage to common elements in excess of the Security Deposit and the Association must file suit in the City of Arlington to enforce this Contract, I (We) will pay the Association's attorneys' fees and costs.

Signature: _____

Date: _____

Printed Name & Address:

Signature: _____

Date: _____

Printed Name & Address:

To be completed by Association representative only

Approved by: _____

Title: _____

Date: _____