

Wentworth Place, A Condominium
- Unit Owners Association -
AMENDED — POLICY RESOLUTION 23-01

(Policy and Resolution regarding Move-in/Move-out)

WHEREAS, Article III, Section 1 of the By-laws of the Condominium provides that the Board of Directors has "all the powers and duties necessary for administration of the affairs of the Unit Owners Association and may do all such acts and things as are not by the Condominium Act or condominium instruments required to be exercised and done by the Association;"

WHEREAS, Article III, Section 3.1 (c) of the By-laws empowers the Board to provide for the operation, care, upkeep and maintenance of all the property and services of the Condominium;

WHEREAS, Article III, Section 3.1 (f) of the By-laws empowers the Board to make and amend rules and regulations;

WHEREAS, Section 55-79.83(A) of the Virginia Condominium Act permits the Board to impose reasonable user fees; and

WHEREAS, in order to assure orderly move procedures and to control the use of the common elements for those purposes, the Board hereby establishes a revised move-in/move-out policy.

1. Definition:

For the purposes of this policy, the term move-in/move-out and moving — including between floors - shall include all non-trivial transport of items into, or out of, a Condominium unit associated with a change of resident for that unit. It applies to, but is not limited to, furniture, fixtures, cabinets, bookcases, and equipment, also relative to any renovation.

To facilitate the moving process, to cause the least disruption to other residents and to minimize or make repairs possible for any coincidental damages, the following regulation applies to all moves by or on-behalf of Condominium unit owners.

2. Move Date:

To prevent multiple moves on a given day, proper authorization from the Managing Agent must be obtained in advance of the move.

For moving-in: a move request, non-refundable fee, security deposit fee, closing/settlement papers showing proof of ownership, or an executed lease with dates of rental (if renting), and resident information form **MUST** be mailed to the Managing Agent two weeks (10 business days/14 calendar days) prior to the move date.

For moving-out: a move request, security deposit fee **MUST** be mailed to the Managing Agent two weeks (10 business days/14 calendar days) prior to the move date.

Authorization will be granted or denied in writing within two business days of the receipt of the above documents.

No move shall be made without The Managing Agent and the Board shall have the authority to prohibit any moves that have not been properly authorized, and impose a violation fine of \$50.00.

Move hours and logistics:

Moves are restricted to the hours of 9:00 a.m. to 5:00 p.m., Monday through Saturday and are to be completed during those hours. No moves are allowed on Sundays. A service elevator is dedicated for moves and is padded. The second elevator is **NOT** to be used for moving. The service elevator key will be loaned out on the day of the move and is to be returned the same day. If a resident is moving into a first floor unit and does not need the elevator key, the fee and the security deposit are still required and a move must be scheduled as described in this policy.

No moves may take place through the front door entrance to the Condominium and vehicles must remain on paved areas at all times. All moves must occur through the back loading dock entrance

and absolutely no exterior building doors shall remain propped open and unattended. Moves may not block hallways, stairwells, or the secondary elevator at any time. No moves may impede safe and easy passage of pedestrian traffic in the Condominium, hallways, or stairwells. No moves may impede safe and easy use of the secondary elevator.

All furniture, trash, and other personal items must be removed from the common elements and all trash must be disposed of in the dumpster. No trash or large items are to be left in the trash rooms, and outside the back entrance to the building. Unwanted furniture or personal items must be disposed of by resident ahead of a move, and NOT left in the dumpster area of the property.

3. Fees:

A non-refundable move fee of \$450.00 shall be due from the unit owner as stated above. Additionally, a security deposit of \$200.00 shall be due from the unit owner before a move-in or move-out will be permitted. All fees and deposits shall be payable to the *Wentworth Place Condominium Unit Owners Association* and must be received by the Managing Agent prior to scheduling the move. The \$450.00 move fee is a one time fee that covers move-in and move-out. However, the \$200.00 security deposit is required for both move-ins and move-outs, and will be refunded in full if no damage is incurred. The unit owner shall be solely responsible for the payment of the move fee and the deposit.

The move fee covers administration of the move, use of elevator and intercom programming to the new resident phone.

The security deposit is to ensure that any damage is covered. All residents shall exercise appropriate care to ensure that the property is not damaged during the move. Prior to the scheduled move a representative of the Management Agent or the Board will inspect the moving route and common elements and report any damage observed during the inspection. After the move, a representative of the Management Agent or the Board will re-inspect the moving route and common elements within (2-3) business days and report any damage that occurred during the move. Any damages caused to the common elements during a move and/or resulting from the unit owner or his or her tenant's failure to exercise due care or follow the move rules shall be assessed against the unit owner. Unit owners will also be responsible for any damage from moving companies.

4. Other:

A move of 30 minutes or less will not be subject to the security deposit, but will be subject to a damage assessment. Residents must notify the property manager of the date and time of the short-term move.

Non-Compliance with any of the above will subject the non-complying unit owner to a violation charge or charges as established pursuant to Article IX, Section 9.1 (g) of the By-laws. Every violation of a rule contained herein shall be considered a separate violation for purposes of the violation charge. UNIT OWNERS SHALL BE RESPONSIBLE FOR THE ACTIONS OF THEIR TENANTS, FAMILY MEMBERS OR GUESTS REGARDING THE MOVE PROCEDURES CONTAINED HEREIN.

NOW BE IT FINALLY RESOLVED THAT this Resolution as amended, cancels and supersedes all previous Resolutions dealing with moves adopted by the Board of Directors.

Adopted by the Board of Directors
Wentworth Place, A Condominium

Date January 25, 2023



Linn Deavers, President

**WENTWORTH PLACE, A CONDOMINIUM
UNIT OWNERS ASSOCIATION**

RESOLUTION ACTION RECORD

Duly adopted at a meeting of the Board of Directors held on January 25, 2023.

Motion by: Greg Noble

Seconded by: Donald Reinecker

VOTE:

YES NO ABSTAIN ABSENT

Linn Deavers
President

[Signature]
Vice President

C. Elipoulos
Secretary

D. Shome
Treasurer

Justin R.
Director

[Signature]
Director

Donald R. Reinecker
Director

Greg Noble
Director

ATTEST:

C. Elipoulos
Secretary

January 25, 2023
Date

Resolution effective:

March 1, 2023

FOR ASSOCIATION RECORDS

I hereby certify that a copy of the foregoing Moving Policy Resolution 23-01 was mailed and/or hand-delivered to all owners of the Wentworth Place, A Condominium Unit Owners Association at their addresses of record on this 9th day of February, 2023.

Paul Hombree
Property Manager