

**ST. ASAPH SQUARE CONDOMINIUM  
POLICY RESOLUTION NO. 2017-01**

POLICY AND PROCEDURES FOR MOVE-IN AND MOVE-OUT AND DELIVERIES  
800 S. ST. ASAPH STREET & 801 S. PITT STREET  
ALEXANDRIA, VIRGINIA

**WHEREAS**, Article 3, Section 3.1 of the Bylaws provides the Board of Directors with all of the powers necessary for the administration of the affairs of the Association, including the power to approve all such policies and regulations as are not prohibited by the Condominium Act, the Declaration, or by the Bylaws or otherwise required to be approved by the membership of the Association; and

**WHEREAS**, Section 55-79.83 of the Virginia Condominium Act provides the Board with the authority to establish fees for the use and reservation of the common elements; and

**WHEREAS**, the Board has determined that it is necessary for the benefit and enjoyment of the Condominium to adopt a policy, and establish certain user fees in connection with those situations when residents need to transport bulk items in or out of the Condominium with respect to move-in or move-out.

**NOW, THEREFORE**, the Board hereby adopts the following policy:

1. The term “move-in”, “move-out” or “internal moves” refers to any time someone moves furniture, equipment or any item in or out of the Condominium in which they are newly occupying or vacating.
  - \* A full move occurs when one or more persons move into a previously vacant unit or completely vacate a unit.
  - \* An internal move made by a resident from one unit to a different unit within the building shall be considered a full move.
  - \* A partial move is differentiated from a full move-in or move-out when at least one person is already in residence or remains in residence. A move made by a resident from one unit to a different unit within the building shall be considered a full move.
2. Resident must schedule all move-ins, move-outs, internal moves, or partial moves with Management. Management will schedule the activity on a first-come, first-serve basis. Unless scheduled by Management, no such activity is allowed within the Condominium. All scheduled activity shall take place only between the hours of 8:00 am and 6:00 pm, Monday through Friday. Move-in or move-out activity is also permitted on Saturday and Sunday, or any federal holiday, only between the hours of 9:00 am and 5:00 pm, subject to pre-approval and special fees, as noted within this resolution. (Single item deliveries are permitted on Saturday.)
3. For Pitt Street residents, the transport of bulk items in connection with move-ins or move-outs must be made through the loading dock entrance utilizing the freight elevator that is accessible from Green Street, in accordance with a reservation scheduled with Management in advance. Entry or exit of materials through any other door of the Condominium, including the lobby doors, is strictly prohibited and shall be considered a breach of the peace and/or trespass. All directors, members of the Management staff or their assigns, shall have the authority to prohibit such activity, and take immediate and appropriate steps to stop such activity, including, but not limited to, contacting the police to enforce the request to cease and desist when such activity does not cease immediately upon request.

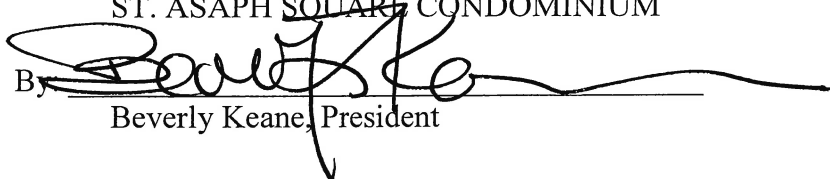
4. For St. Asaph Street residents, the transport of bulk items in connection with move-ins or move-outs can be completed in two (2) ways: (1) through the loading dock entrance utilizing the freight elevator that is accessible from Green Street, per a reservation scheduled with Management in advance; or (2) through the door at the end of St. Asaph Street nearest the guest parking lot and using the St. Asaph Street side elevator. Either route requires a reservation, scheduled with Management in advance. Use of any other doors of the Condominium, including the lobby doors, is strictly prohibited and shall be considered a breach of the peace and/or trespass. All directors, members of the Management staff or their assigns, shall have the authority to prohibit such activity and take immediate and appropriate steps to stop such activity, including, but not limited to, contacting the police to enforce the request to cease and desist when such activity does not cease immediately upon request.
5. Owners and residents who have unit access from their patio to the street should utilize that ingress and egress for moves whenever possible.
6. In order to reserve an elevator or loading dock for moves, the resident must submit a completed Reservation Agreement to Management at least three (3) business days prior to the move. The Reservation Agreement is attached hereto as Exhibit A. Protective padding, provided by Management, must be installed on the elevator used during a move-in or move-out.
7. The Reservation Agreement shall not be considered complete unless it is signed and accompanied by payment to the Association of the non-refundable user fee of \$300 on non-holiday weekdays, and \$2,000 on Saturday, Sunday and federal holidays. Additionally, a security deposit of \$500 and \$1,000 for those days respectively is also required. Both payments, in two (2) separate checks, should be made payable to St. Asaph Square Condominium. The Board and residents have adopted these fees to strongly discourage weekend move-ins and move-outs, primarily because supervisory staff is only on duty during the work week. Experience has shown that move-in supervision is essential for the protection of the building and the residents' well-being. From time to time these fees are subject to change by the Board of Directors. A "partial move" is subject to the same notifications to the Management office and scheduling rules, but is only subject to a move-in or move-out deposit of \$200 rather than a fee.
8. Upon receipt of the completed Reservation Agreement, Management will then schedule the reservation. Management will notify the resident, who may then pick up the keys to the elevator and keys to the loading dock at the on-site office.
9. To reserve areas on the street for moving vans, the move-in or move-out resident must apply at Alexandria City Hall for a parking permit that will then be posted to reserve that area for the date requested. This fee is paid to the City of Alexandria. For St. Asaph side moves, the resident must tell City of Alexandria officials to post signs near the St. Asaph parking lot.
10. Prior to the day of the reservation of the freight elevator and/or loading dock, the resident and the Board's designated representative will inspect the moving route and document any pre-existing damage observed during the inspection.

11. After completion of the reservation, the resident must return the elevator key and the passes for the loading dock to the on-site office by 10:00 am on the next regular business day. Within twenty-four (24) hours of the return of these items, the Board's designated representative will conduct a second inspection in order to determine whether any damage occurred during the transport of equipment, furniture, etc., into or out of the building.
12. Management will return the \$500 or \$1,000 security deposit to the resident as expeditiously as possible if the second inspection reveals:
  - a. No damage to the common elements; and
  - b. No other violation of this Policy or the attached Reservation Agreement.
13. Management will deposit the \$500 or \$1,000 security check and make deductions from the deposit if the second inspection reveals the need to:
  - a. Repair any damage;
  - b. Perform any cleanup;
  - c. Dispose of any trash, debris, etc., that is a result of, or caused by, activity which occurred during the reservation; and
  - d. If the costs of repair exceed the amount held in deposit, the Association shall specially assess the responsible owner for the difference.
14. As a requirement of this policy, residents must exercise due care in order to ensure that they do not leave any furniture, personal items, construction materials, bagged trash, equipment, debris, or any items of this nature anywhere on the common elements of the Condominium. Residents are prohibited from placing anything except bagged household trash in the trash chutes or on the floor of the trash room or trash room containers. Disposal of any other material as stated herein is strictly prohibited. If necessary, residents will bear the responsibility for making arrangements for the removal of any oversized furniture or other bulk items from the property of the Condominium. All cardboard boxes must be flattened and placed in the container for cardboard located in the trash disposal area in the garage.
15. All owners are responsible for their own actions as well as the actions of their tenants. Any owner or tenant violating this Policy knowing or unknowingly and regardless of circumstance will be held responsible for the full payment of all fees set forth within this resolution, and that if said fees are not paid will be assessed to the current unit owner of record in accordance with the governing documents of the Association.
16. **DELIVERIES:** Residents receiving a furniture delivery shall register with the Management office at least two (2) business days in advance, but will not be charged a user fee. This is to ensure that proper protection for elevators or elsewhere can be put in place prior to the delivery. Large deliveries must still be carried out through the loading dock on Green Street, or the door near the guest parking lot on Saint Asaph Street. Please refer to paragraph 2 for approved delivery times.

This policy will become effective on 08-01-2017, and shall supersede Administrative Resolution 2015-03.

Adopted this 18 day of July, 2017.

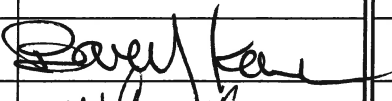
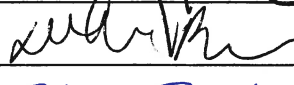



ST. ASAPH SQUARE CONDOMINIUM

By  Beverly Keane, President

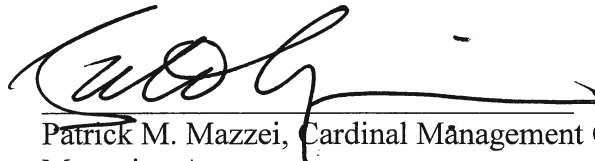
FOR ST. ASAPH SQUARE CONDOMINIUM RECORDS

*Adopted at a regular Board meeting on July 18, 2017*

Resolution mailed 07-25-2017  
See following attestation page.

NAME	YES	NO	Absent or Abstain	SIGNATURE	DATE
Beverly Keane, President	✓				
Deb Bowman, Vice President	✓				
Ralph Rosenbaum, Secretary	✓				
Shari Keefer, Treasurer	✓				
Jack Burton, Member at Large	✓				

I caused this Resolution to be mailed to all owners of record of the Association on this \_\_\_\_\_ day of July, 2017.



Patrick M. Mazzei, Cardinal Management Group, Inc.  
Managing Agent

**ATTEST:**


  
Ralph Rosenbaum, Secretary

Exhibit "A"

**ST. ASAPH SQUARE CONDOMINIUM  
RESERVATION AGREEMENT  
FREIGHT ELEVATOR/LOADING DOCK**

\_\_\_\_\_  
Last Name

\_\_\_\_\_  
First Name

\_\_\_\_\_  
Daytime Telephone Number

\_\_\_\_\_  
Evening Telephone Number

\_\_\_\_\_  
Email Address

Mailing address for return of Security Deposit: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of Reservation: \_\_\_\_\_, 20\_\_\_\_  
Month and Day

Time of Reservation: \_\_\_\_\_ a.m./p.m. To \_\_\_\_\_ a.m./p.m.

**In exchange for the right to reserve the freight elevator and/or loading dock at the date and times set forth above, the Resident shall:**

- A) Read Policy Resolution No. 2017-01, initial all of the pages, attach it to this form and comply with all of it's requirements;
- B) Agree that the security deposit is for the purpose of securing compliance with Policy Resolution No. 2017-01. If the Resident materially breaches any part of the Policy, the Association has the right to consider the security deposit forfeited as a means of recouping all of the administrative expenses associated with the administration of the policy. This is not a penalty.

\_\_\_\_\_  
Signature of Resident

\_\_\_\_\_  
PRINTED Name of Resident

\_\_\_\_\_  
Today's Date

**ACKNOWLEDGE RECEIPT OF CHECKS**

By: \_\_\_\_\_  
Signature of Management Representative

**FOR MANAGEMENT USE ONLY**

Elevator/Loading Dock User Fee Received:  YES  NO

Security Deposit Received:  YES  NO

Date Checks Received: \_\_\_\_\_

APPLICATION WAS  APPROVED  DISAPPROVED

If approved, date and time of reservation: \_\_\_\_\_

Elevator Key and Loading Dock Pass provided to Resident on:

\_\_\_\_\_ a.m./p.m.  
Date Time

Damage, if any, observed on inspection performed *prior* to reservation:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Damage, if any, observed on inspection performed *after* the reservation:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Security Deposit Withheld:  YES  NO (If YES, amount withheld:\$\_\_\_\_\_)

Reason for Withholding Security Deposit: \_\_\_\_\_  
\_\_\_\_\_

Name of Person making reservation: \_\_\_\_\_

Contact Telephone Number of Person making reservation: \_\_\_\_\_

Today's Date: \_\_\_\_\_