



DELIVERED VIA REGUAR U.S. POSTAGE TO ALL OWNERS OF RECORD

**TO: Members of the Main Street Green Condominium Association**

**FROM: Frank Chauvin,  
Community Manager  
Legum and Norman Realty, Inc.**

**DATE: July 12, 2011**

**RE: Moving & Leasing Resolution**

**Moving & Leasing Policy Resolution 2011-1 -- Effective August 1, 2011**

The Board of Directors has adopted the attached moving & leasing policy to improve these activities in the building. One highlighted change is the adopted *Lease Addendum* (see page 7 of the resolution) which is now a required submission with all new leases executed on/after August 1, 2011. This resolution replaces the *Moving Policy Resolution, 2006-1*.

Please make this a part of your Condominium/Association records by placing/storing it in a binder for this purpose – with your Bylaws/Declaration and other rules -- so you can review it as needed. Also, as with all rules/resolutions, Owners should provide a copy of this resolution to your current (and all future) tenants so that they understand the Association's policy, operations and requirements.

Lastly, please take some time to review the full content of this document. If you have any questions, please feel free to attend a regular Board meeting, speak with Jimmy Melendez, your onsite manager, or contact me at 703.600.6000.

Thank you for your attention on this matter.

Attachment: *Moving & Leasing Policy Resolution 2011-1*

**MAIN STREET GREEN CONDOMINIUM ASSOCIATION**  
**MOVING & LEASING POLICY RESOLUTION 2011-1**

*Relating to all moves on property comprising Main Street Green at Old Town Fairfax,  
A Condominium (the "Condominium Property", "Condominium" and "MSG", respectively)*

WHEREAS, Article 3, Section 3 of the Bylaws provides in applicable part that, the Board of Directors ("Board") shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by the Condominium Act or the governing documents for the Condominium required to be exercised and done by the Association; and

WHEREAS, Article 3, Section 3 of the Bylaws also provides that the Board shall have the power from time to time to adopt any Rules and Regulations deemed necessary for the benefit and enjoyment of the Condominium; provided, however, that such rules and regulation shall not be in conflict with the Condominium Act, the Declaration or these Bylaws; and

NOW, THEREFORE, BE IT RESOLVED that the Board hereby adopts the following rules and regulations regarding all leasing and moves taking place upon the Condominium Property and replaces all existing policy (including Moving Policy Resolution 2006-1) or other rules pertaining to leasing and moves.

Section I - Leasing Rules

1.1 Unit Leasing & Lease Addendum -

All leases must be in written format and be for an initial period of no-less than (6) six months. Also, a fully executed *Lease Addendum* (see Page 7) and a *Lease* copy must be submitted to the Board /Management before a move-into the building can be scheduled.

Section II - Moving Rules

2.1 Required Non-refundable Moving Fee & Liability -

A non-refundable move fee of Three Hundred Dollars (\$300.00) - or as otherwise adopted from time to time by the Board of Directors -- is due five days in advance of the scheduled MOVE-IN to the building. The move fee is a one time cost which covers wear and tear (and administrative management) associated with move-in and move-out activities at the Condominium and does not cover specific damages that must be reported by and paid for in full by the mover/unit owner (a "mover" is the person/party making the request to move). The mover and their legal obligations under this moving resolution are transferred to the unit owner when the mover is not a unit owner.

2.2 Moving Fee and Required Forms -

A check or money order for the Moving Fee noted in paragraph 2.1 (\$300.00 – or as otherwise adopted by the Board), made payable to Main Street Condominium Association must be submitted along with the *MSG Moving Request Form*, as well as a *UCIF (Unit Contact Information Form)* and *HUD1 Settlement Form or Lease Agreement*, if applicable, to the MSG management office, 10570 Main Street, Attention: Site Manager, Fairfax, Virginia 22030, five days before the scheduled move in date.

2.3 Requirement for Five Day Advance Move Scheduling & Form Submission -

No move may be made until proper authorization has been obtained from the management office. All moves (move-in and move-out) must be scheduled five business days in advance of the respective move. As a pre-requisite to scheduling a given move, the *MSG Moving Request Form* (Page 5) will have been submitted to the management office.

- 10570 Main Street, Fairfax City, VA 22030, Attn: Site Manager
- Fax Number: 703.591.6520

2.4 Hours in Which Moves Can be Scheduled/Take-Place -

Moves will take place within the following time periods:

- Monday – Friday: 9:00 a.m. to 1:00 p.m. & 1:00 p.m. to 5:00 p.m.
- Saturday: 10:00 a.m. – 8:00 p.m.; No moves are permitted on Sundays.

2.5 Penalty for Moving Outside of Pre-scheduled Moving Hours -

Moves that take place outside of the moving hours filed with the management office will be assessed a \$50.00 violation charge/assessment and may lose Common Area privileges such as pool use, exercise room use, or visitor parking use, following Board review.

2.6 Required Office Check-in BEFORE AND AFTER MOVE on Day of Move -

Movers are required to check-in with the management office at the beginning and conclusion of a respective move.

2.7 No Lobby Entrance Move Permitted. All Moves From Back Loading Pad & No Unattended, Propped Open Doors-

At no point will items be moved through the MSG lobby. Movers are to unload and load vehicles at the rear entrance (loading pad) of the building on the first floor. Absolutely no exterior building door shall remain propped open and unattended. If you can not directly see the door, and you have left it propped open, you are in violation and may be assessed a \$50.00 violation assessment for violating this safety requirement.

2.8 Use of Wheeled Cart – No Dragging Items -

Movers are required to use a wheeled cart and/or carry all items throughout the Condominium hallways. At no point will movers drag items throughout the hallways.

2.9 Prohibition on Front/Lobby Elevator Use – Must Use Rear, Freight Elevator -

Movers will limit move activities to only the freight elevator located in the rear of the building. At no point will movers use the lobby passenger elevator.

- 2.10 Procedure to Pick Up Freight Elevator Key -  
The freight elevator key may be picked up only on the date of the move and no earlier than 30 minutes prior to the scheduled start. The time requirement for picking up the key may be waived for Saturday moves, when prior and appropriate advance arrangements are made with the Site Manager. Individuals signing for the elevator key must leave a valid form of identification or a copy WHEN ALSO displaying the original identification AND a \$100.00 deposit (by check), which will be promptly returned following the return of the key. The key must be returned promptly after the move is complete and elevator returned to normal operation.
- 2.11 Freight Elevator Locking – Prohibited When Not Moving Items -  
Movers must not lock off the freight elevator when it is not in use.
- 2.12 Freight Elevator Key – Prohibition on Leaving Premises -  
Persons in possession of the elevator key are not permitted to leave the MSG property unless the elevator key has been returned to the management office.
- 2.13 Disposal of boxes – Proper Procedures -  
Moving-related trash (moving boxes, packing materials, etc.) is not to be left in the Condominium trash rooms. Trash associated with moves should be directly deposited in the MSG dumpster located at the rear of the building.
- 2.14 Bulk Item Disposal – Owner Expense -  
Movers are responsible for disposing of all bulk trash items - couches, large chairs, tables, desks, etc. Movers should arrange for bulk trash pick-up or if necessary seek out the assistance of the management office. Movers shall NOT dispose of large items in the MSG dumpster, or dumpster area, located at the rear of the building.
- 2.15 Movers Responsible for Cleaning Tracked-in Debris -  
It is the responsibility of the mover to clean up all debris tracked through the building as a result of a given move.
- 2.16 Hallway/Stairwell Safety and Prohibition on Leaning Items on Walls --  
Move activity must not impede safe and easy passage of pedestrian traffic within the Condominium hallways or stairwells, nor shall Condominium walls be used for leaning/standing items during a move.
- 2.17 Request for Noise Reduction During Your Move -  
All steps should be taken to keep noise to a minimum during moves.
- 2.18 Immediate Reporting of Move Damages and Liability -  
Any damage to the Condominium incurred throughout the course of a given move should be reported to the management office. At the conclusion of each move, an inspection will be conducted by the management office and MSG reserves the right to assess violation charges and/or charges for the cost of repair, for any damages incurred in excess of normal wear and tear.

2.19 Excessive Damages and Unit Charges -

A unit owners' condominium fee account will be debited for excessive damages that are not reported. The charges are due immediately or with the next cycle of monthly condominium fees. The mover will subsequently and forthrightly be provided a copy of all applicable repair bills upon receipt by the Condominium.

2.20 Liability for Actions of Movers/Residents -

Movers/residents retain sole responsibility for the activities and behavior of all individuals involved with their move.

2.21 Unscheduled Moves -

The Board may authorize unscheduled moves on a case-by-case basis, provided the date for the particular building is available, and all applicable fees are paid, and the Board is available for approval. Unscheduled moves are subject to compliance with all rules defined under Sections 1.1 through 2.20 of this policy.

**Should you have any questions, please do not hesitate to contact the MSG management office at (703) 591-6420.**

## Main Street Green Moving Request Form

*Please populate all fields and return to the MSG management office in advance of scheduling a move.*

**Date Submitted:**

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**Owner Name:**

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**Contact Phone Number:**

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**Unit Number:**

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**Specify Move-In or Move Out:**

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**Requested Move Date:**

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**Proposed Move Times:**

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**Freight Elevator Required (Yes or No):**

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**Check/Money Order Number for Move-In Fee:**

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**Additional Information:**

**Management Office Notes:**

## Main Street Green Moving Request Form - EXAMPLE

*Please populate all fields and return to the MSG management office in advance of scheduling a move.*

**Date Submitted:** April 10, 2006

**Owner Name:** John Smith

**Contact Phone Number:** (555) 555-5555

**Unit Number:** 601

**Specify Move-In or Move Out:** Move-In

**Requested Move Date:** Monday July 25, 2011

**Proposed Move Times:** 10am - 2pm

**Freight Elevator Required (Yes or No):** Yes

**Check/Money Order Number for Move-In Fee:** Check #1001

**Additional Information:**

**Management Office Notes:**

MAIN STREET GREEN OF OLD TOWN FAIRFAX, A CONDOMINIUM

ADDENDUM TO LEASE AGREEMENT

This Addendum is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to the lease agreement ("Lease") by and between \_\_\_\_\_ ("Landlord" or "Unit Owner") and \_\_\_\_\_ ("Tenant") for the unit located in Main Street Green at Old Town Fairfax, A Condominium ("Condominium") at \_\_\_\_\_, Unit # \_\_\_\_\_, Fairfax, Virginia ("Unit").

In consideration of the mutual covenants, promises, and agreements contained in the Lease and herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree that the following provisions are hereby added to and incorporated into the Lease, and in the event of any conflict between the provisions of the Lease and this Addendum, the provisions of this Addendum shall control.

1. Condominium Instruments. Landlord has provided Tenant with copies of the condominium instruments of Main Street Green at Old Town Fairfax, A Condominium ("Association"), including the Declaration, Association Bylaws and Rules and Regulations (collectively, the "Condominium Instruments"). Tenant hereby acknowledges receiving and reviewing the Condominium Instruments. Failure to receive or review the Condominium Instruments shall not constitute a defense to any breaches thereof.

2. Non-Compliance. Tenant's right to use and occupy the Unit and the Common Elements of the Condominium shall be subject and subordinate in all respects to the provisions of the Virginia Condominium Act ("Act") and the Condominium Instruments. Tenant's failure to comply with the provisions of the Act, the Condominium Instruments, or this Addendum shall be deemed a material breach of the Lease, giving Landlord the right and obligation to take appropriate action to terminate the Lease, evict the Tenant, and take possession of the Unit. If the Landlord fails to terminate the Lease after such a material breach by the Tenant, the Association Board of Directors has the authority to terminate the Lease and bring proceedings to evict the Tenant provided at least 45 days' prior written notice is given to Landlord. Landlord and Tenant shall be jointly and severally liable to the Association for all charges assessed or costs incurred by the Association to remedy or enforce such a breach.

3. Assignment of Rent. If, at any time after signing this Addendum, Landlord becomes delinquent in the payment of amounts due to Association as required by the Act or Condominium Instruments, Landlord and Tenant acknowledge and agree that Association may demand, and immediately thereafter shall receive, payment directly from Tenant of all rent or other amounts due or becoming due from Tenant to the Landlord, up to an amount sufficient to pay all sums due to Association, and any such payment from Tenant to Association shall be deemed to be payment of rent to Landlord in accordance with the Lease, and Tenant shall be discharged from any obligation to pay directly to Landlord any such amounts, so long as such payments are made to the Association, until Landlord's delinquency to the Association has been cured. Landlord remains liable for all amounts due to Association under the Condominium Instruments. If Association elects to receive payment of rent directly from the Tenant, Landlord shall be responsible for payment of such amounts, and any resulting interest, fees, and costs, if Tenant fails to timely make payment to Association pursuant to this Section. Landlord hereby waives any rights under Section 805(b) of the Fair Debt Collection Practices Act and expressly authorizes Association, its managing agent, legal counsel, or other authorized person or entity, to contact Tenant in connection with the collection of any delinquent assessment owed by Landlord.

4. Requirement to obtain Insurance Policies. All owners must obtain and submit an HO-6 (Homeowner's) insurance policy to the Board of Directors or Management. Renters are advised to obtain a Renter's insurance policy.

The invalidity of any part of this Addendum shall not impair or affect in any manner the validity or enforceability of other provisions of this Addendum. This Addendum is not intended to restrict the Landlord or the Tenant from adding provisions to the Lease so long as such provisions do not conflict with the provisions of this Addendum.

IN WITNESS THEREOF, the parties hereto have signed this Addendum as of the date and year indicated.

_____	_____	_____	_____
Tenant	Date	Landlord	Date
#41896			March 2011



MAIN STREET GREEN CONDOMINIUM UNIT OWNERS ASSOCIATION

Resolutions Action Record

Resolution Type: Policy

No. 2011 - 1

Pertaining to: Procedures Relating to Leasing and Moves In and Out of the Building

Duly adopted at a meeting of the Board of Directors held on the 6<sup>th</sup> day of July, 2011.

Motion by: Matt Deaton

Seconded by: Adina Cohen

Yes	No	Abstain	Absent	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(Matthew Deaton) <u>Matthew Deaton</u> President
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(E. Glenn Boyce) <u>E. Glenn Boyce</u> Vice President & Treasurer
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(Adina Cohen) <u>Adina Cohen</u> Secretary

**ATTEST:**

Adina Cohen  
Secretary

July 6, 2011  
Date

**FILE:**

Book of Minutes – 2011 \_\_\_\_\_

Book of Resolutions:

	Book No.	Page No.
Policy	<u>X</u>	<u>1-8</u>
Regulatory	_____	_____
Special	_____	_____
General	_____	_____

Resolution effective: August 1, 2011.