



E.P. MANAGEMENT CORP.

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Move Policy
(Effective November 1, 2020)

TO: All Harborview Condominium Trust Unit Owners
FROM: Board of Trustees and EP Management Corp.
SUBJECT: Change of Occupancy Resolution
DATE: October 1, 2020

From time to time the Board takes the opportunity to review and update the rules, regulations, policies and procedures of the Association.

The last update of the Move Policy occurred in 2001. Since then costs generated by a move in or out of the building have changed. Most significantly is the amount of trash generated by a move and the cost for the Association to remove these additional items. Trash collection costs have increased dramatically in the recent years. In addition each time there is a move, the elevator pads need to be put up before the move and taken down after. This costs the Association money.

The Move Policy previously stated that a deposit of \$200.00 must be made at least 15 days in advance of a scheduled move. Following a move, as long as there were no damages to the common areas and no violations of any of the rules, regulations, policies, etc., \$150.00 would be returned to the Unit Owner. The balance of \$50.00 was retained by the Association as an administrative fee to cover the costs associated with each move. **With the increase in costs associated with a move the Board has voted that effective November 1, 2020 the amount retained by the Association will be \$100.00.** This is the first change to the policy since 2001.

Please review the attached Resolution and be sure to keep a copy with your condominium documents. Thank you.



- Satellite Offices -

142 Merchants Row, Suite 1, Rutland, VT 05701 • 802-775-1100 • 802-775-6360



**CERTIFICATE OF VOTE AND RESOLUTION OF THE BOARD OF TRUSTEES OF
THE HARBORVIEW CONDOMINIUM TRUST**

This Certificate of Vote and Resolution is made this 1st day of OCTOBER, 2020 by the Board of Trustees of The Harborview Condominium Trust.

WHEREAS, The Harborview Condominium (the "Condominium") is a Massachusetts residential condominium in Gloucester, Massachusetts established pursuant to M.G.L. c. 183A, et. seq., by a Master Deed and Declaration of Trust recorded with the Essex South District Registry of Deeds at Book 6702, Page 47 and Book 6702, Page 58 respectively, as the same have been amended; and

WHEREAS, the Declaration of Trust and By-Laws of the Condominium authorize the Board of Trustees to adopt, amend, waive and rescind, from time to time, Rules and Regulations governing the use of the common areas and facilities of the Condominium; and

WHEREAS, the Board of Trustees has voted to amend and modify the current Rules and Regulations of the Condominium as set forth in detail below;

NOW THEREFORE, the Board of Trustees, acting pursuant to the authority and provisions contained in the Declaration of Trust and By-Laws and pursuant to a duly authorized meeting and quorum set forth therein, do hereby amend the Rules and Regulations of the Condominium as follows:

- 1. The Rules and Regulations are hereby amended by adding and adopting the following provision regarding Move-in and Move-out Policies and Procedures:***

"MOVE-IN/MOVE-OUT POLICIES AND PROCEDURES"

Effective November 1, 2020, pursuant to this Certificate of Vote and Resolution and notwithstanding any provision in these Rules and Regulations to the contrary, the following are the move-in and/or move-out policies and procedures of the Condominium.

1. A move is defined as a delivery or removal of large household items, which would not fit in a standard passenger automobile. Further, the definition of "move" will include any such removal or delivery, which requires the elevator to be shut off or blocked and/or the parking of vehicles as set forth hereunder. A move is also any change in occupancy of the unit. In addition, the Trustees through the managing agent must be notified when any furniture deliveries are expected.
2. Appointments must be made with the Trustees through the property Management Company at least five (5) days in advance of any move in or move out.
3. The following is the schedule for move:
 - ◆ Moving will be allowed Monday through Friday between the hours of 9:00 AM and 4:00 PM. Saturday, Sunday and Holiday moves are **NOT** permitted unless authorized, in advance, by the management company and can only take place during the specified hours.
 - ◆ Only one (1) move may be scheduled at one (1) time. Moves will be determined on a first come first serve basis.
4. The unit owner and tenant shall be jointly and severally liable for all damages that occur during the move in and/or move out.
5. **In advance of any move** the following items must be supplied to the Trustees through the property management company:
 - a) Completed Census Form and Parking Form and a **copy of current valid registration**
 - b) Copies of the executed lease in the case of a rental. All such leases must comply with the provisions of the Condominium Documents, including, but not limited to this Section, as amended.
 - c) Any other forms adopted by the Board pursuant to the Condominium Documents, as amended.
6. All moves shall be through rear entrance of the building or such door designated by the Trustees as determined by the Board in its sole discretion.
7. Moving vans, trucks, cars and other vehicles used for the move will be allowed only to park in an area designated by the Board of Trustees in their sole discretion. No vehicle shall be left unattended.
8. Notwithstanding any other provision in the Condominium Documents and/or Rules and Regulation, there will be a fine of Fifty and 00/100 Dollars (\$50.00) for a violation of the parking rules in addition to any damages done to the landscaped areas.

9. Moving areas in the building must be cleaned up and left in the condition in which they were found prior to the move.
10. Under no circumstances are any items to be thrown from the balcony. The balconies cannot be used for move-ins or move-outs.
11. All boxes and cartons must be broken down and disposed of properly in the Dumpster or where designated. No large items including furniture is allowed to be disposed of in the Dumpster.
12. Only residents may use the dumpster to dispose of household trash. Unit owners may not use the dumpster unless they reside at the property.
13. Notwithstanding any other provision in the Condominium Documents and/or Rules and Regulation, the failure to comply with this section in addition to the fines as set forth herein, will result in a fine of Fifty and 00/100 Dollars (\$50.00) for the failure to comply therewith. Any deviation from or non-compliance with this policy will result in fine(s) being assessed against the unit owner.
14. The payment by the Unit Owner and/or tenants, etc. of any fines required hereunder shall be cumulative with all other remedies including the remedy of the Association to collect said fines and hold the unit owner and/or tenants responsible for any and all damages caused by their moving as well as any and all other cost associated hereunder.
15. In order to ensure that all of the rules of the condominium documents and the rules outlined herein are followed; and to cover additional administrative costs associated with each move; effective November 1, 2020, an administrative deposit of \$200.00 is required within 15 days prior to moving in or out of the property must be paid by the unit owner. No payments from a tenant will be accepted. \$100.00 of said deposit shall be retained by the Association not as a penalty but to cover administrative costs incurred in connection with the change in occupancy. The balance of the deposit is refundable, pro rata, depending on whether the rules and regulations of the Association and the Move-In/Move Policy are followed and whether additional costs, charges, fines and/or damages are to be charged to the Unit. Each Owner of a Unit that is occupied by a tenant shall replenish the Unit's contribution to the fund each time there is a change in occupancy.

Notwithstanding any provision in the Rules and Regulations of the Condominium, the above shall take effect and precedence over the same. In all other respects, the Rules and Regulations of the Condominium are hereby ratified and affirmed.

[Signatures Appear on the Following Page(s)]

IN WITNESS WHEREOF the Board of Trustees has executed this instrument under seal this 1st day of OCTOBER, 2020.

Donna Medas
DONNA MEDAS, Trustee

Bruce S. Flanagan
BRUCE FLANAGAN, Trustee

Joseph Palazola
JOSEPH PALAZOLA, Trustee

William Johns
WILLIAM JOHNS, Trustee

Richard A. Weisenbach
RICHARD WEISENBACH, Trustee

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

OCTOBER 1, 2020

On this 1st day of OCTOBER, 2020, before me, the undersigned notary public, personally appeared DONNA MEDAS, BRUCE FLANAGAN, JOSEPH PALAZOLA, WILLIAM JOHNS and RICHARD WEISENBACH, proved to me through satisfactory evidence of identification, which was PERSONAL KNOWLEDGE, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as a duly authorized Trustee of The Harborview Condominium Trust.

[Signature]
Official Signature and Seal of Notary
My Commission Expires: _____

