

ASSOCIATION OF UNIT OWNERS OF FLANDERS LOFTS, A CONDOMINIUM

Resolution of the Board of Directors

**“Move In/Out Procedure and Fee”**

Revised and adopted: May 2022

RECITALS

- A. **“Association”** is the “Association of Unit Owners of Flanders Lofts, a Condominium,” which is also an Oregon nonprofit corporation.
- B. The Association is governed by the following documents, recorded in the records of Multnomah County, Oregon, referred to herein as **“Governing Documents”**:
  - 1. Declaration Submitting Flanders Lofts, A Condominium to Condominium Ownership, recorded on August 15, 1997 as document number 97123846, including any amendments thereto (the **“Declaration”**);
  - 2. Bylaws of the Association of Unit Owners of Flanders Lofts, a Condominium, recorded as Exhibit C to the Declaration with the same document number; along with the First Amendment to the Bylaws of the Association, recorded on March 16, 2005; and the Second Amendment to the Bylaws of the Association, recorded on February 11, 2013, collectively shall be referred to as the **“Bylaws.”**
- C. The Association is also governed by the Oregon Condominium Act, ORS Chapter 100.
- D. ORS 100.405(3), Article 14.3 of the Declaration, and Article 3.7 of the Bylaws vest the Board of Directors (the **“Board”**) with all of the powers and duties necessary for the administration of the affairs of the Association.
- E. ORS 100.405(3) and Article 7.5(l) of the Bylaws empower the Board to adopt Rules and Regulations.
- F. ORS 100.450(5) and Article 5.6 of the Bylaws provide that fees, late charges, fines, and interest imposed by the Association are enforceable as assessments.
- G. For the benefit and protection of the Association, individual Unit Owners, and their property, the Board deems it necessary and desirable to update and prescribe the formal process to ensure best practices, monitoring security, and protecting assets during any move-in or move-out of the condominium by any Owner, tenant, leaseholder, renter, or other resident, and to establish a fee for the same.

## RESOLUTION


**NOW, THEREFORE, it is Resolved** that residential unit owners, tenants, and leaseholders shall follow the rules and procedure set forth below when moving in to and/or moving out of the condominium building. Commercial units are exempted from this Resolution.

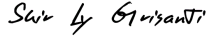
1. **Moving Into or Out of a Unit; Definition.** As used herein, a move into or out of a unit (a “Move In/Out”) shall be defined as activity on a single day to bring into or remove from an Owner’s unit, connected to a change of occupant, tenant, renter, lessee, or ownership, a substantial amount of boxes, belongings, furnishings, furniture, appliances, or other personal property requiring multiple trips through the building doorways, lobby, stairways, and/or elevator.
2. **Rental Units.** Owners are responsible for any Move In/Out of their rental tenants or lessees, and are liable for a Moving Fee for each new tenant unless the Owner’s Unit is rented as fully furnished and the tenant will not be moving a substantial amount of personal property or furnishings into or out of the Unit.
3. **Notice.** Any Owner, tenant, lessee, resident, or other occupant that will be either moving into or out of any residential unit of the condominium as defined herein, must notify and schedule the Move In/Out at least one (1) week prior with the Manager.
4. **Schedule.** The date and time for a Move In/Out must be scheduled in advance, to arrange for use of the elevator for moving purposes, and to schedule a Moving Monitor to be on site. **All Move In/Outs shall take place between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, and are limited to a four (4) hour duration.** Requests to schedule a Move In/Out on a weekend or holiday may be considered, but will incur costs in addition to the Moving Fee.
5. **Moving Fee.** Owners will be charged a one-time non-refundable **Moving Fee of \$1,000.00** (one-thousand dollars) at the time they schedule any Move In with the Manager, or at the time of purchase of their Unit. The Moving Fee collected at the time of a Move In is designated to cover the expense of both the Move In and the Move Out. The fee is collected to cover costs associated with cleaning the common areas, protecting the elevator, and hiring a Moving Monitor for the scheduled time to ensure building security. Any overtime for moves taking more than four hours, additional weekend/holiday charges, or costs of excessive trash removal, if incurred, will be additional to the Moving Fee and charged separately.
6. **Use of Condominium Property.** Unit Owners are responsible for all persons involved in a Move In/Out complying with the general rules for use of the condominium property, including:
  - (a) **Doors.** No owner, resident, agent, or mover shall jam, prop open, or otherwise cause to remain open any door, including all building entrances and garage doors.
  - (b) **Staging; Obstruction.** No boxes, furniture, or other materials being moved shall be staged in a manner that interferes with access by other Owners or residents to and from any floor or access to their unit. Access to the lobby of the building must not be obstructed at any time.

- (c) **Elevator.** The building elevator must be protected with moving pads and floor protection at all times during any Move In/Out activity. The elevator must not be held or propped open at any time for any duration, and should be placed into or out of service with the proper keys as necessary.
  - (d) **Parking.** Residents and their agents must park all vehicles, including all moving vehicles, in accordance with all city regulations, parking signs, street and curb markings, and the Association's parking rules.
  - (e) **Trash.** Owners, residents and movers must promptly dispose of all packaging, packing cartons, and other moving materials from the building common areas on the day of the Move In/Out. The Condominium's trash room cannot be used for excessive packing or moving materials unless prior arrangement is made with the Manager; the cost of such additional service will be charged separately.
7. **Owner Responsibility.** It is the Unit Owners' and/or their tenants' sole responsibility to provide access for a Move In/Out to their unit and supervise the Move In/Out, regardless of the presence of a Moving Monitor or other Association personnel/agents. Unit Owners or tenants must familiarize their movers and service providers with these regulations.
8. **Moving Monitor.** When scheduled as described above, a Moving Monitor employed by the Association or Manager for the protection of Association property, will be on site and shall do the following: (i) install/remove the moving pads in the elevator; (ii) put the elevator on and off service as necessary; (iii) review the moving rules with the owner/tenant and moving company; (iv) review the appropriate staging and parking areas with the owner/tenant and/or moving company; (v) walk the building with the owner/tenant and moving company before and after the move; (vi) regularly monitor the moving process to assure compliance with the rules; and (vii) any other task related to monitoring the move assigned by the Board of Directors.
9. **Damage.** Owner shall be responsible for any damage made to the Condominium property during any Move In/Out. This includes damages from any person or company assisting in the move, or extraordinary cleaning to the common areas of the Condominium needed as a result of a Move In/Out. The Association may assess any costs of repairing damage to the Owner. It is the responsibility of Owner to recover any damage amounts incurred from their tenant.
10. **Fines.** The Board of Directors may levy fines against Owners for violations of this Resolution in accordance with the Association's current Schedule of Fines as described within the Enforcement Resolution.
11. **Current Residents.** Owners, tenants, or residents which have been residing in a Unit prior to the effective date of this Resolution shall only be liable for one-half (50%) of the Moving Fee at the time of a Move Out.

**BE IT FURTHER RESOLVED** that a copy of this Resolution shall be sent to each Unit Owner at the address or e-mail address shown in the records of the Association, and also included in the collection of governing documents maintained and made available by the Manager. This Resolution shall be binding on each Unit Owner and all occupants as of the date of delivery of this Resolution to Unit Owners.

ATTESTED:

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Chairperson, Board of Directors,  
AUO of Flanders Lofts, A Condominium

DocuSigned by:  
  
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Secretary, Board of Directors,  
AUO of Flanders Lofts, A Condominium

5/26/2022

DATED : May \_\_\_\_\_, 2022