

IX. MOVING

To minimize inconvenience to other Residents, the following apply to any change in occupancy:

1. The Association requires a \$500 service fee prior to occupancy of any unit, moving in or from any unit, or transferring from one apartment to another within the Building. For all moves, a \$500 refundable deposit must be paid to the Management Office. This check will not be cashed unless necessary. This deposit is held on contingency, to cover expenses in the event of any damages to the Common Elements caused by the move, or to ensure compliance with the Associations Rules and Regulations as it relates to moving and use of the elevators. Non-compliance of the rules may result in forfeiture of the Security Deposit. Unless Management receives a written request otherwise, with a forwarding address, the check will be voided and destroyed, if it is not forfeited. After completion of the move, the Property Manager must inspect the effected area to determine if damage has occurred to any Common Element. In the event that no damage is found, the deposit will be returned to the Resident who is moving.
2. These fees are applicable only to Units sold or leased after the initial sale from the developer and are subject to change at any time as deemed appropriate by the Board of Directors.
3. Moving is allowed only on Monday through Friday (except holidays) between the hours of 9 AM and 5 PM, and Saturdays 8 AM to 4 PM, and Sundays at the discretion of the Property Manager. Moving on holidays is strictly prohibited. **Failure to adhere to these hours and all applicable rules shall cause forfeiture of the refundable deposit and possible assessment of fines.** In general, Management may assess a \$500 fee for any violation of these move in procedures.
4. Moves will be scheduled in 4 hour windows.
5. The Maintenance Staff can not be engaged to help move any items. The moving party must make necessary arrangements and pay all related costs for this work.
6. The Property Manager and Staff will inspect all Common Elements for damage and return the elevator to normal service.
7. The cost of any repair of damage to Common Elements caused by the move shall be deducted from the refundable portion of the moving deposit provided for in paragraph 1, above. Balances due will be paid within 30 days of the date of (i) the move or (ii) the completion of repairs, whichever occurs later. Unit Owners are responsible for any damage to common areas caused by themselves, their movers, or their tenants when moving into or out of the Building.
8. All moves will access the main loading dock from Superior Street via the Lower Level ramp. No moving of any kind will be permitted through the lobby or take place on the passenger elevators.
9. In the event the Service Elevator goes out of service during a move, the move must be suspended until that elevator is back in service. The Association shall not be held liable for any Resident taking occupancy at The Montgomery who does not obtain prior approval from the Management Office for such move shall have the move stopped by staff at the time such unapproved move is detected.
10. The Board has authorized the Management Agent to stop any move or delivery in progress if rules, obligations or procedures set forth have not been adhered to. It is further understood that failure to follow said procedures, etc. may result in the Association assessing a fine or the forfeiture of the moving deposit.