

St. Germain Homeowners Association
MOVE IN/OUT POLICY

The Condominium encumbered by this St. Germain Homeowners Association Move In/Out Policy ("Policy") is that Condominium initially restricted by the Declaration of St. Germain Condominiums recorded in the Harris County Condominium Records under Harris County Clerk's File No. Y567503, as same may have been or may be amended from time to time (referred to hereinafter as the "Declaration"), which is enforced by the St. Germain Homeowners Association, a Texas nonprofit corporation ("Association"). All capitalized terms are defined as set out in the Declaration unless otherwise noted herein.

Pursuant to Chapter 82 of the Texas Property Code, Section 82.102(a)(7), the Board of Directors (hereinafter the "Board") of the Association is vested with the authority to adopt and amend rules regulating the use of the units and common elements.

In addition to the aforementioned authority, and in an effort to provide owners with a better understanding of the process of moving in/out of the Condominium, the Board has duly adopted this Policy.

1. New owners shall provide closing documents, including owner contact information, to the Association management prior to moving into a unit. If a unit will be leased, the owner must also provide a copy of the lease and tenant information to the Association management within thirty (30) days of the scheduled move in date as described in the Declaration. Failure to comply with the thirty (30) day requirement may result in a fine as determined by the Board. Owners will be responsible for contacting the Association management if the lease will be terminated prior to the date that is specified in the lease contract.
2. Every move in/out at the Condominium, including deliveries or removal of major appliances and related large furnishings as established on a case-by-

case basis, must be scheduled at least three (3) days in advance through the Association management, unless otherwise provided in writing by the Board. If there are any questions regarding moving in or out of the Condominium, owners are strongly encouraged to contact the Association management.

3. Unless written permission is granted by the Board in its sole and absolute discretion, moves may only be scheduled the Association's business hours on Monday through Friday, and between the hours of 8:00 a.m. and 12:00 p.m. on Saturday. Moves may not take place on Sundays or legal holidays.
4. A \$500 refundable security deposit is required for all moves. The fee will be refunded after inspection of the common elements to ensure damage has not occurred. Costs to repair any damage will be deducted from the security deposit. If the repair exceeds the security deposit, the owner will be invoiced and held responsible for payment. All amounts in excess of the deposit shall be charged to the owner's assessment account and collectible in any manner provided under the Declaration or Texas law.
5. If a move exceeds 4:00 p.m. on a weekday, or 12:00 p.m. on a Saturday, a fee of \$50.00 for each additional hour shall be deducted from the security deposit to cover the cost of on-site personnel to oversee the completion of the move. If the move is scheduled on a Saturday, an extra \$200.00 non-refundable fee shall be assessed to an owner's assessment account for the purposes of providing on-site personnel to oversee the completion of the move.
6. For move-in, the requisite security deposit(s) shall be paid prior to the individual(s) moving into the unit. For move-out, the requisite security deposit(s) shall be paid prior to the individual(s) moving out of the unit.
7. The Condominium may only be accessed by movers through the loading dock. All moving vehicles must be parked within the loading dock and shall not obstruct the sidewalk or the street. For larger moving trucks, the owner

shall determine if special permits are required from the City of Houston to enable the vehicle to temporarily park on Fannin Street. Moving vehicles may not be parked overnight in the loading dock or any parking area in the Condominium.

8. Moving of any items, including but not limited to furniture and boxes, is strictly prohibited through the main lobby. The security door located on the east wing of the condominium may not be tied or propped open in any way while moving. The second floor elevator located in the west wing of the condominium shall be utilized to access floors three (3) through eight (8) in the west wing from the loading dock. The second floor elevator in the west wing may be accessed using the second floor hallway that connects both the west and the east wings of the building.
9. Every move in/out at the Condominium requires protective padding to be installed on the floor and the walls of the elevators or any others areas of the common elements that could be damaged. Any large item over 7.5' in length must be transferred via the stairs. Owners and/or occupants must contact the Association management in order to determine whether large item delivery/removal involving the use of a dolly and/or cart would require installation of protective padding and/or a fee. Owners, occupants and movers shall take all necessary steps to protect the Condominium and the common elements therein, including but not limited to the elevators, hallways, walls, floors, and furnishing doors. Owners and/or movers shall be responsible for any damages that occur during a move.
10. No boxes or packing material of any kind may be left in the Condominium or common elements, including but not limited to the lobby, hallways, stairwells, elevators, and loading dock. Moving companies shall be responsible for removing their packing materials and personal moving materials from the Condominium, and shall be responsible for disposal of same, either by stacking the refuse neatly by the dumpsters in the loading dock for pick-up or disposing of the refuse at an off-site location.

11. Any remedies available to the Association herein are not exclusive remedies of the Association. The Association may also seek additional relief, including but not limited to, imposing fines per the Association's Policy Resolution: Adoption of Rules and Regulations and Procedures for Enforcement of Rules and Regulations including the Imposition of Sanctions, and any other remedies provided under the Declaration or Texas law.

12. THE ASSOCIATION SHALL NOT BE RESPONSIBLE FOR ANY INJURY OR PROPERTY DAMAGE THAT MAY OCCUR DURING A MOVE IN/OUT. THE ASSOCIATION, ITS EMPLOYEES, OFFICERS, AGENTS AND ATTORNEYS, ARE HEREBY RELEASED FROM ANY AND ALL CLAIMS ARISING OUT OF THE ACTIVITIES MENTIONED HEREUNDER.

ADOPTED by the Association, on this the _____ day of _____, 2018, and to be effective upon recordation of this Policy in the Real Property Records of Harris County, Texas.

[Certification Follows]

CERTIFICATE OF CORPORATE RESOLUTION

I hereby certify, as Secretary of St. Germain Homeowners Association, that the foregoing resolution of the Board of Directors of St. Germain Homeowners Association was adopted by a majority of the Board of Directors at a meeting at which a quorum was present effective on this the 24 day of JULY, 2018.

[Signature] By: _____

DONNA SINGER Print _____

Name:

SECRETARY Title: _____

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared DONNA SINGER, Secretary of St. Germain Homeowners Association known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on the 24 day of JULY, 2018.

[Signature]
Notary Public – State of Texas



