

To: Unit Owners & Residents

From: Hawthorne Place Management Office

Re: New Resident Move-In Form 2021-22

ISSUE #1

Welcome to Hawthorne Place! To make your move into the building easier and for your convenience, documents and forms are now available via your Building Link login. New Owners/Residents will be issued a login upon submission of all move-in requirements. The Owner/Resident Handbook, also available on Building Link, provides the procedures, rules and regulations of the property and should be made available as part of your lease agreement. If you are hiring a real estate agent to handle the re-letting of your unit, please forward this memorandum and associated forms to the agent.

Move-In Fee, Move-Out Security Deposit & Freight Elevator/Loading Dock Reservations

- A non-refundable Move-In Fee of \$300 will be charged to all Unit Owners for all moves into the building and/or adding new roommates. The Unit Owner of record must sign and return the ~~Move-In Reservation and Resident Information Form~~.
- Unit Owners must have a signed Key Release Agreement on file in order for their tenants to request repairs for Maintenance, or to request access for others, i.e. family, friends, cleaning staff, etc.
- All moves and deliveries must be scheduled in advance through the Management Office. Moves and deliveries are scheduled Monday through Saturday 8:30 a.m. – 12:00 p.m. or 1:00 p.m. to 5:00 p.m. No Sundays. No Holidays. No Exceptions.
- A Security Deposit of \$250 will be required for all move-outs.
- All moves are tentatively scheduled until receipt of the Move-In Reservation & Resident Information Form and the \$300 Move-In Fee are received and receipt confirmed by the Management Office.

Leasing and Occupancy

- All leases must be for a term of ***no less than 60 days (2 months)***.
- All occupants residing in the unit must be names on the lease agreement.
- The leasing is for the entire unit.
- **Studios** (B, F, G, K, L & P) units may only be occupied by no more than two (2) individuals.
- **One Bedroom** (A, C, H, L, O & R) units may only be occupied by no more than three (3) individuals.
- **Two Bedroom** (D, E, M & N) units may only be occupied by no more than four (4) individuals.

MARKUP #1 ->

MARKUP #1 · CONFLICTS WITH MANDATORY STATE STATUTE

BOARD & COUNSEL REVIEW

Sec. N/A (p. 1): Provision requires tenants to post an excessive common-area security deposit (exceeding 1 month's rent or commingled with operating funds) or imposes a punitive non-refundable move-in/move-out fee exceeding actual cost under Mass. Gen. Laws Ch. 183A (Massachusetts Condominium Statute) and Mass. Gen. Laws Ch. 183A & Ch. 184.

Statutory / Legal Reference: Mass. Gen. Laws Ch. 183A (Massachusetts Condominium Statute); State Tenant Security Deposit Escrow & Fee Cap Statutes(i); Cal. Civ. Code §§ 1950.5, 5600(b); N.Y. Gen. Oblig. Law § 7-108)

Statutory Comparison: Under Mass. Gen. Laws Ch. 183A (Massachusetts Condominium Statute), Mass. Gen. Laws Ch. 183A & Ch. 184, and state residential security deposit statutes, any common-element security deposit required by an association must be expressly authorized in the Declaration/Bylaws, capped at the statutory ceiling (typically no more than one month's rent), held in a segregated escrow account rather than commingled with operating funds, and returned within statutory deadlines; move-in/move-out fees must be limited to actual reasonable administrative and elevator-pad costs.

CURRENT WORDING IN DOCUMENT:

regulations of the property and should be made available as part of your lease agreement. If you are hiring a real estate agent to handle the re-letting of your unit, please forward this memorandum and associated forms to the agent. Move-In Fee, Move-Out Security Deposit & Freight Elevator/Loading Dock Reservations * A non-refundable Move-In Fee of \$300 will be charged to all Unit Owners for all moves into the building and/or adding new roommates.

SAMPLE DISCUSSION WORDING (FOR HOA ATTORNEY REVIEW):

Cap any Declaration-authorized common-element tenant security deposit at the statutory maximum, hold all deposits in a segregated escrow account subject to statutory refund timelines, and limit move-in/move-out fees to actual reasonable administrative costs under Mass. Gen. Laws Ch. 183A (Massachusetts Condominium Statute).