

**MILLBANK PLACE ONE CONDOMINIUMS  
RENTER PACKAGE**

There are three components to the Renter Package:

1. The wording which MUST be placed into the leasing agreement
2. The Tenant Information Form
3. The Statement of Agreement

Per the Declaration of Trust, Article XI, the following "IMPORTANT CLAUSE" must be added to the lease or occupancy agreement in capital letters and double spaced:

THE BUILDING IN WHICH THE APARTMENT UNIT BEING LEASED (RENTED)  
UNDER THIS LEASE (OCCUPANCY AGREEMENT) IS LOCATED IN A CONDOMINIUM  
BUILDING, NOT A RENTAL APARTMENT HOUSE OR COMMERCIAL BLOCK.

IN A CONDOMINIUM BUILDING, NOT A RENTAL APARTMENT HOUSE, EACH  
APARTMENT IS OWNED BY INDIVIDUAL OWNERS. THE TENANT UNDERSTANDS THAT  
HIS OR HER NEIGHBORS IN THE BUILDING ARE TENANTS OF DIFFERENT OWNERS OR  
THOSE OWNERS THEMSELVES. THE TENANT, BY SIGNING THIS LEASE (OCCUPANCY  
AGREEMENT) ACKNOWLEDGES THAT HE OR SHE HAS BEEN FURNISHED WITH A COPY  
OF THE MASTER DEED OF THE CONDOMINIUM, THE BY-LAWS OF THE CONDOMINIUM  
ASSOCIATION AND THE RULES AND REGULATIONS THERETO, AND THAT HE OR SHE  
HAS READ AND UNDERSTANDS THE SAME, AND THAT HE OR SHE WILL BE EXPECTED  
TO COMPLY IN ALL RESPECTS WITH THE SAME, AND THAT IN THE EVENT OF ANY NON-  
COMPLIANCE, THE TENANT MAY BE EVICTED BY THE TRUSTEES OF THE  
CONDOMINIUM ASSOCIATION (WHO ARE ELECTED BY THE UNIT OWNERS) AND IN  
ADDITION, THE TENANT MAY HAVE TO PAY FINES, PENALTIES AND OTHER CHARGES,  
AND THAT THE PROVISIONS OF THIS CLAUSE TAKE PRECEDENCE OVER ANY OTHER  
PROVISION OF THIS LEASE.

Please return to:  
Hampshire Property Management Group  
P.O. Box 686 ~ Northampton, MA 01061 ~ PH (413) 650-9438 [jmcgee@hpmgnoho.com](mailto:jmcgee@hpmgnoho.com)

**MILLBANK PLACE ONE CONDOMINIUMS**

**TENANT INFORMATION FORM**

Unit # \_\_\_\_\_ Unit Phone # (if any): \_\_\_\_\_ Date: \_\_\_\_\_

Name(s): 1) \_\_\_\_\_ 2) \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

1) Cell \_\_\_\_\_ 2) Cell \_\_\_\_\_

Email 1): \_\_\_\_\_ Email 2): \_\_\_\_\_

Number of occupants in your unit: \_\_\_\_\_ Are any occupants children? \_\_\_\_\_

Do you have any pets? Yes No If yes, how many? \_\_\_\_\_ What kind? \_\_\_\_\_

**In case of emergency notify:**

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home phone: \_\_\_\_\_ Cell phone: \_\_\_\_\_

Please provide LEASE information:

Owner name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Lease term (move-in date & lease expiration date-if any): \_\_\_\_\_

**Vehicles must have permits to park at the property.** Northampton Bicycle owns the parking on the north side of the property. Millbank Place owners & tenants risk being towed if they park in that area.

Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_ Color: \_\_\_\_\_ Plate #: \_\_\_\_\_

Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_ Color: \_\_\_\_\_ Plate #: \_\_\_\_\_

Signature 1): \_\_\_\_\_ Signature 2): \_\_\_\_\_

Please return to:  
Hampshire Property Management Group  
P.O. Box 686 ~ Northampton, MA 01061 ~ PH (413) 650-9438 [jmcgee@hpmgnoho.com](mailto:jmcgee@hpmgnoho.com)

**STATEMENT OF AGREEMENT**

NAME(S): 1) \_\_\_\_\_  
2) \_\_\_\_\_

MILLBANK PLACE ONE ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

Home Phone: \_\_\_\_\_ 1) Cell \_\_\_\_\_ 2) Cell \_\_\_\_\_

**I (we) hereby acknowledge that I (we) have received and read a copy of the Millbank Place One Condominium Rules and Regulations, the Restrictions on the Use of the Units (Schedules A and B of the Condominium Trust Documents), and Article XI of the Millbank Place One Declaration of Trust. I (we) understand and agree to abide by all terms thereof.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

MILLBANK PLACE ONE CONDOMINIUMS DECLARATION OF TRUST

ARTICLE XI.

Tenants

Any Unit Owner may lease, or rent, his Unit, subject however, to the following conditions:

A. Any lease, or occupancy agreement shall be in writing and shall (i) be for a term of not less than thirty (30) days; and (ii) expressly provide that the lease or occupancy agreement shall be subject in every respect to the Master Deed of the Condominium, the By-Laws of the Condominium Association, and the Rules and Regulations thereof, as the same have been amended most recently prior to the execution of the lease,

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or occupancy agreement; and (iii) for Residential Units contain the following notice, in capital letters, double spaced;

IMPORTANT CLAUSE

"THE BUILDING IN WHICH THE APARTMENT UNIT BEING LEASED (RENTED) UNDER THIS LEASE (OCCUPANCY AGREEMENT) IS LOCATED IN A CONDOMINIUM BUILDING, NOT A RENTAL APARTMENT HOUSE OR COMMERCIAL BLOCK.

IN A CONDOMINIUM BUILDING, NOT A RENTAL APARTMENT HOUSE, EACH APARTMENT IS OWNED BY INDIVIDUAL OWNERS. THE TENANT UNDERSTANDS THAT HIS OR HER NEIGHBORS IN THE BUILDING ARE TENANTS OF DIFFERENT OWNERS OR THOSE OWNERS THEMSELVES. THE TENANT, BY SIGNING THIS LEASE (OCCUPANCY AGREEMENT) ACKNOWLEDGES THAT HE OR SHE HAS BEEN FURNISHED WITH A COPY OF THE MASTER DEED OF THE CONDOMINIUM, THE BY-LAWS OF THE CONDOMINIUM ASSOCIATION AND THE RULES AND REGULATIONS THERETO, AND THAT HE OR SHE HAS READ AND UNDERSTANDS THE SAME, AND THAT HE OR SHE WILL BE EXPECTED TO COMPLY IN ALL RESPECTS WITH THE SAME, AND THAT IN THE EVENT OF ANY NON-COMPLIANCE, THE TENANT MAY BE EVICTED BY THE TRUSTEES OF THE CONDOMINIUM ASSOCIATION (WHO ARE ELECTED BY THE UNIT OWNERS) AND IN ADDITION, THE TENANT MAY HAVE TO PAY FINES, PENALTIES AND OTHER CHARGES, AND THAT THE PROVISIONS OF THIS CLAUSE TAKE PRECEDENCE OVER ANY OTHER PROVISION OF THIS LEASE:" and (v) contain a true, accurate and complete copy of this Article XI, in addition to the foregoing notice; and (vi) be expressly subject to all of the provisions of this Article.

B. Any failure by the tenant to comply in all respects with the provision of the Master Deed of the Condominium, the By-Laws of the Condominium Association and the Rules and Regulations thereto, shall constitute a material default in the lease, or occupancy agreement, and in the event of such default, the Trustees of the Condominium shall have the

following rights and remedies against both the Unit Owner and the tenant, in addition to all other rights and remedies which the Trustees and the Unit Owners (other than the Owner of the affected Unit) have or may in the future have, against both the Owner of the affected Unit and the tenant, all rights and remedies of the Trustees and the Unit Owners (other than the Owner of the affected Unit) being deemed at all times to be cumulative and not exclusive:

a) The Trustees shall have the right to give written notice of the default to both the tenant and the Unit Owner. Said notice shall be deemed properly given if left in any part of the Unit addressed to the tenant, and mailed, postage prepaid, registered or certified mail, return receipt requested, addressed to the owner of the Unit as such address then appears on the records of the Trustees, or by delivering said notice in hand, or by delivering said notice in any other manner permitted by law.

b) If the default continues for five (5) days after the giving of said notice, then the Managing Board shall have the right to: levy fines against the owner of the affected Unit in accordance with the provisions of Article V of these By-Laws, and terminate the tenancy by giving notice in writing to quit to the tenant in any manner permitted by law, in the name of the landlord (Unit Owner) or in the name of the Trustees, or both. The time of such notice shall be sufficient if it is equal to one rent period or thirty (30) days, whichever is longer. A copy of such notice to quit shall be delivered or mailed to the Landlord (Unit Owner) in the manner set forth hereinabove. Thereafter, the Trustees may initiate and prosecute a Summary Process Action against the tenant under the provisions of General Laws, Chapter 239, in the name of the landlord, or in the name of the Trustees, or both

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c) The Trustees shall be entitled to levy a fine, or fines, or give a notice, or notices to quit followed by a Summary Process Action or Actions, and the Trustees' election to pursue any of the foregoing remedies shall in no way prohibit them from pursuing all of the foregoing remedies, either at the same time, or in the event of any further default.

d) All of the expenses of the Trustees in giving notices, and notices to quit, and maintaining and pursuing Summary Process Actions and any appeals therefrom, shall be entirely at the expense of the Owner of the affected Unit, and such costs and expenses may be enforced and collected against the Unit Owner and Unit as if the same were common charges owed by the Unit or the Unit Owner.

e) The Unit Owner shall make reasonable efforts, as his expense and upon his initiative to inform rental agents of the provisions of this Article XI, and shall, at his own expense, and upon his own initiative, furnish copies of the condominium documents to the tenant, and cause the lease or occupancy agreement to be prepared in conformity with the provisions of this Article.

f) A true, accurate and complete copy of the lease or occupancy agreement shall be delivered to the Trustees forthwith upon its execution.

g) The provision of this Article XI shall take precedence over any other section in the lease or occupancy agreement, (whether or not the provisions of this subsection are set forth in the lease or occupancy agreement).

h) Notwithstanding anything to the contrary herein, and notwithstanding any custom, law, or usage to the contrary, it is expressly understood and agreed that neither the Trustees, nor the Unit Owners (other than the owner of the affected Unit), shall ever bear any personal

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or individual responsibility with respect to said lease or occupancy agreement.

i) All of the provisions of this Article XI shall be deemed to be automatically incorporated in every lease and occupancy agreement.

j) Notwithstanding anything to the contrary in this Article, it is expressly understood and agreed that the provision of this Article shall not apply to any first mortgagee in possession of a Unit following default by the Unit Owner in his mortgage, or holding title to a Unit by virtue of a mortgage foreclosure proceeding, or deed or other agreement in



**SCHEDULE A  
CONDOMINIUM TRUST  
RULES AND REGULATIONS:  
COMMON ELEMENTS**

1. No use shall be made of the Common Elements except as permitted by the Board of Trustees.
2. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Board of Trustees.
3. Nothing shall be done or kept in the Common Elements which will increase the rate of insurance of the Condominium, or contents thereof, applicable for residential and commercial use, without the prior written consent of the Board of Trustees. No Unit Owner shall permit anything to be done, or kept in the Common Elements which will result in the cancellation of insurance on the Condominium, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.
4. Unit Owners shall not cause or permit anything to be placed on the outside walls or doors of the Condominium, and no sign, awning, canopy, shutter, or radio or television antenna shall be affixed to or placed upon the exterior walls or doors, roofs, or any part thereof, or exposed on or at any window, except in the places provided for and as a direct adjunct to the commercial use of a unit, without the prior consent of the Board of Trustees.
5. Residential Unit Owners will not be allowed to put their names on any building or Common Element except in the proper places in or near the mailboxes provided for the use of the Unit occupied by the Unit Owners respectively.
6. No offensive activity shall be carried on in the common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. A number of Units are Commercial Units; the carrying on of a normal commercial activity will not constitute an offensive activity.
7. No clothes, clotheslines, sheets, blankets, laundry, or any kind of other articles shall be hung out of a Unit or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of all rubbish, debris, and other unsightly materials.
8. Except in areas designated by the Board of Trustees, there shall be no parking of motor vehicles, playing, lounging, or parking of baby carriages or playpens, bicycles, wagons, toys, benches or chairs, or any part of the Common Elements, except that roads, parking areas and driveways may be used for their normal and intended purposes.
9. "For Sale", "For Rent", "For Lease" signs or other window displays or advertising shall not be maintained or permitted in any Residential part of the Condominium or in any Unit therein.
10. Nothing shall be altered or constructed in or removed from the Common Elements except upon the written consent of the Board of Trustees.
11. The Common Elements shall not be decorated or furnished by any Unit Owner in any manner without the prior written consent of the Board of Trustees.

12. The Board of Trustees shall maintain the Common Elements and all areas outside the boundaries of the Units which are granted exclusively to a Unit Owner.
13. Except for air conditioning units, nothing shall be hung from the windows or placed upon the window sills. The foregoing shall not, however, interfere with the right of Unit Owners to select draperies and curtains for their units. Rugs or mops shall not be shaken or hung from or on any of the windows or doors. Garbage cans shall not be placed outside of any Unit. Garbage and refuse from the Units shall be disposed of only at such times and in such manner as the Board of Trustees may direct.
14. No washing or repairing of automobiles shall take place within the Condominium, nor shall driveways be used for any purpose other than to park motor vehicles and bicycles, without the prior written consent of the Board of Trustees. No Unit Owner shall utilize more than two (2) parking spaces within the Condominium overnight, except on a space available basis, without the prior written consent of the Board of Trustees.
15. If any key or keys are entrusted by a Unit Owner or occupant or by any member of his family, or by his agent, servant, employee, licensee, lessee or visitor, to an employee of the Board of Trustees, whether for such Unit or an automobile, trunk or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner or occupant, and the Board of Trustees shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.
16. The use of the Common Elements, by Unit Owners, as well as the safety and maintenance of all personal property of the Unit Owners kept in such areas and in the Units themselves, shall be the responsibility at the sole risk of the respective Unit Owners, and neither the Trustees, nor their respective agents, servants, employees, successors or assigns, shall bear any responsibility therefore.
17. Each Unit Owner assumes responsibility for his own safety and that of his family, guests, agents, servants, employees, licensees, lessees and tenants.
18. Dumpsters or other refuse collection facilities shall be sited on the common areas in locations approved by the Trustees. Units 1 through 12 shall have such a facility arranged by the Board of Managers, the cost being treated as Residential Beneficial interest cost (see Exhibit 3A of the Master Deed). Each commercial unit must arrange for its refuse removal either separate from other commercial units or involuntary co-operation.
19. Any consent or approval given under these Rules and Regulations may be added to, amended, or repealed at any time by the Board of Trustees, provided reasonable transition periods are allowed in case of revoked permission.
20. These Rules and Regulations may be amended from time to time as provided in the Trust.
21. Each time an Owner or Tenant moves in or out of the Condominium Building located at 351 Pleasant Street, Northampton MA 01060, a move-in or move-out fee in the amount of \$250 per occurrence will be charged to the unit owner of the condominium unit where the move-in or move-out takes place.

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SCHEDULE B  
CONDOMINIUM TRUST  
RESTRICTIONS ON THE USE OF THE UNITS

This Schedule B is incorporated into and made Section 13 of the By-Laws.

1. No Unit of the Condominium shall be used for any purpose forbidden by the Northampton Zoning Ordinance.
2. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit in accordance with the provisions of the Trust.
3. Customary house pets may be kept in any Unit, provided that such pets do not create a nuisance and that all dogs must be on a leash in the Common Elements. Breeding of pets shall not be permitted.
4. Nothing shall be done in any Unit which will impair the structural integrity of the buildings or which would structurally change the buildings without the prior written consent of the Board of Trustees. Any construction, alteration or remodeling work which affects the structure of any building and which is not otherwise prohibited by the Master Deed shall be undertaken by any Unit Owner (except only emergency repairs) only after written application to the Board of Trustees (specifying the nature and scope of the work in detail) and the written approval of the Trustees. Unit Owners may place air conditioning units in the windows of any Unit.
5. Each Unit Owner shall keep his Unit in good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors and windows thereof, any dirt or other substance.
6. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements, or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in such Unit.
7. The agents of the Board of Trustees or the managing agent, and any contractor or workman authorized by the Board of Trustees or the managing agent, may enter any room or Unit in the buildings at any reasonable hour of the day after notification and at a time that will not unreasonably interfere with business (except in case of emergency) for the purpose of inspecting such Unit and for the purpose of performing work.
8. No Unit Owner or occupant or any of his agents, servants, employees, licensees, lessees, or visitors shall at any time bring into or keep in his Unit any flammable, combustible or explosive fluid, material, chemical, or substance, except such lighting and cleaning fluids as are customary, or such items as are the normal materials used in the commercial activity conducted in a Commercial Unit.

9. The Board of Trustees, or its designated agent, may retain a pass key to each Unit. No Unit Owner shall alter any lock or install a new lock or a knocker on any door of a Unit without the written consent of the Board of Trustees. In case such consent is given, the Unit Owner shall provide the Board of Trustees, or its agent, with an additional key pursuant to its rights of access to the Unit.

10. The use of the Units by Unit Owners, or any occupant or any member of his family, or his agent, servant, employee, licensee, lessee or visitor, as well as the safety and maintenance of all personal property of the Unit Owners kept in such areas and in the Units themselves, shall be the responsibility and at the sole risk of the respective Unit Owners, and neither the Trustees, the Seller, nor their respective agents, servants, employees, successors or assigns, shall bear any responsibility therefor.

11. Each Unit Owner assumes responsibility for his own safety and that of his family, guests, agents, servants, employees, licensees, lessees or visitors.

12. No Unit shall be used as a beauty salon, restaurant, liquor establishment, or fast food outlet.

13. Only one commercial establishment of any one type will be permitted. This means that the principal service or type of item being offered by one commercial Unit's activity cannot be offered by another Unit's, unless written agreement by both Unit Owners is presented to the Board of Managers for making any alterations to the premises for purposes of a change of use.

14. Prior to opening for business, or changing the business, every commercial activity, wherever located in the Condominium property, will submit a written resume of the business to be conducted to the Board of Managers. A committee of the Board consisting of the two members elected by the Commercial Units and the one member elected by all Units, will notify the other commercial Unit Owners and hold a hearing. If the committee affirmatively by two affirmative votes, approves of the proposed use, the ruling is final and reapplication cannot be made for two years.

15. Residential Units on the top two floors of the main building may be used for any purpose allowed by the zoning ordinances and rules of the City of Northampton, provided however, that the use of such a unit for business purposes, even if secondary to residential use, shall require approval under paragraph 14 above.

16. No Unit Owner shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors, lessees, and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners. Nothing in this paragraph will be construed to limit the normal operation of retail stores, including music stores.

17. The agents of the Board of Trustees or the managing agent, and any contractor or workman authorized by the Board of Trustees or the managing agent, may enter any room or Unit in the buildings at any reasonable hour of the day after notification and at a time that will not unreasonably interfere with business (except in case of emergency) for the purpose of inspecting such Unit and for the purposes of performing work.