

POLICY for TRANSFERRING OR RENTING A LOFT
ECLIPSE MILL LOFTS CONDOMINIUM TRUST (Revised 7.11.2025)

Transfers and rentals of lofts must follow the procedure outlined below.

Pursuant to North Adams Zoning Ordinances, all contracts for loft sales must include a provision that each contract is subject to the prior approval of the potential purchaser as an artist by the Board of Trustees. In order to ensure that the potential purchaser is and remains the owner of record, the 6(d) certificate that the Board of Trustees issues upon transfer of a loft will only be given if the deed matches the application.

Also, pursuant to the North Adams Zoning Ordinances, all contracts for the lease of lofts must include a provision that the lease is subject to the prior approval of the potential tenant as an artist by the Board.

Further, each prospective occupant must uphold all City zoning ordinances and the Bylaws and Rules and Regulations of the Condominium Association. As such, a prospective occupant must work with the current loft owner to complete an Eclipse Mill Rental/Transfer Application, and will be asked to submit documentation that may include, but is not limited to, a curriculum vitae/resume, portfolio, CD, video, and/or a written statement outlining such prospective occupant's intent for use of the respective loft.

An owner wishing to transfer title or to rent his/her loft must notify the Board of Trustees in writing by completing an Eclipse Mill Transfer or Rental Application (downloadable from the Owners Section on Eclipse Mill website) and submit to the Board of Trustees. The Board will in turn notify the ARC. Based on the application and on the materials submitted by the current owner on behalf of the prospective occupant, the ARC will review the prospective occupant's qualifications and make a recommendation to the Board. Voting by the ARC and their recommendation will be based on a simple majority. The Board makes the final determination as to whether a prospective occupant qualifies as an artist.

If the Board determines that a prospective occupant does not qualify as an artist, then the current loft owner shall be notified in writing by the Board and will be given ten (10) days to appeal said decision by submitting additional material to the Board in writing, on behalf of the prospective occupant, in such ten (10) day period. The Board may consider such an appeal at the next regularly scheduled Board Meeting.

This is standard procedure for ALL transfers and rentals regardless of duration, and applies to each prospective buyer or renter, as further explained below.

RENTING A LOFT

Additional information pertaining to renting a loft can be found in our Bylaws section 4.16: Rental of Lofts.

A loft owner may not submit an application on behalf of a prospective renter unless the owner is current with his/her condominium fees.

A loft owner must submit a copy of the rental agreement (lease) to the Board, for the Board's re- view.

All rentals must conform to City health and building codes.

The City's Board of Health requires a Health Department inspection of a loft prior to each rental. It is the responsibility of the owner to arrange the inspection by contacting the Board of Health. The owner is responsible for the fee charged for each inspection as well as fines assessed if the loft is occupied without an inspection having been performed.

Upon approval of a prospective renter's application by the Board and prior to occupation of the loft by such renter, the loft owner must notify the Board of Trustees of pertinent information regarding the occupants of the loft and supply to the renter a copy of the Rules and Regulations of the Eclipse Mill Condominium Trust along with any other necessary information.

The Rules and Regulations contain information concerning intent of use, sense of community, noise considerations, etc., and as such is an important part of a tenant's agreement.

SHORT-TERM RENTALS AND ARTIST RESIDENCIES

In general, short-term rentals are discouraged. However, in the case of a visiting artist staying in the building for the express purpose of creating artistic work, a short-term rental of one month or more may be approved as an artist residency. The minimum rental period in the Eclipse Mill is one month. A residency may be allowed when it is anticipated to contribute to the artistic life of the building. Visiting artists are encouraged, during their stay at the Eclipse Mill, to make a brief presentation to the residents—an informal talk, a demonstration, an open studio, etc.—as an effort to join in the artists' community.

As with any rental situation, the loft owner must submit an Eclipse Mill Rental/Transfer Application. If the visiting artist is approved, and the residency is successful, the application need not be submitted again for subsequent residencies of the same artist, although the Board must be notified of the dates of the residency.

INHERITANCE OF LOFTS

In the case of inheritance, a non-artist heir may continue to own a loft, but any subsequent transferee or lessee must adhere to the Eclipse Mill Condominium Association Transfer and Rental Policy.

From our "Master Deed":

9. USE AND OCCUPANCY

9.01 "...[Amended Dec 17 2003 Bk 1144 PG 337] "Such restrictions shall not apply to the taker by descent or survivorship. provided that this exception shall be personal to such heir or survivor, and any subsequent conveyance,

transfer, or occupancy by lease, or license shall be subject to such use requirements, and further subject to the requirements of the Zoning Ordinance of the City of North Adams." Said use shall at all times comply with the provisions of these Condominium Documents.

NON-ARTIST DOMESTIC PARTNERS AND SPOUSES

In the event that a tenant is an artist and such renter's spouse or domestic partner is not an artist, then the Board may, in its sole discretion, allow such rental notwithstanding such partner or spouse not being an artist. Further, if a renting artist ceases residing and creating art in a loft and such artist's domestic partner or spouse continues to reside in such loft, then such spouse or domestic partner may remain in such loft until termination of said lease.

For the purposes of this Transfer and Rental Policy, "termination of said lease" shall mean the last day of the end of the then term of the lease and that such lease cannot be extended, renewed or held over, and in the case of tenants at will, "termination of lease" shall mean the next full thirty-day period.

All leases must contain a provision that non-artist residents will terminate the lease when the artist resident of said loft is no longer a resident. If a loft owner artist ceases residing and creating art in a loft, such artist's domestic partner or spouse continuing to reside in such loft may remain in such loft until the sale or lease of such loft.