

July 12, 2025

**Exhibit E to Amended
& Restated Master Deed**

**ECLIPSE MILL LOFTS CONDOMINIUM RULES AND
REGULATIONS
of
THE BOARD OF TRUSTEES
(Amended July 2025)**

THESE RULES AND REGULATIONS (hereinafter “Rules”) MAY BE AMENDED OR MODIFIED FROM TIME TO TIME; IT IS THE RESPONSIBILITY OF EACH LOFT OWNER AND THEIR AFFILIATED PERSONS (INCLUDING PERMITTED LESSEES AND PURCHASERS) TO ENSURE COMPLIANCE WITH THE LATEST VERSION, WHICH MAY BE OBTAINED FROM A BOARD MEMBER.

Section 1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Restated Master Deed to which these Rules are attached as Exhibit E.

Section 2. Loft Renovations and Alterations. Renovations, alterations, and improvements generally require the prior consent of the Board. Attached as Annex II hereto are the Rules governing same, which are incorporated herein by reference.

Section 3. Loft Sales and Rentals. Any Loft Owner desiring to sell or lease their Loft shall provide their prospective purchaser or tenant with a Transfer Application in the form attached hereto as Annex I. Upon receipt of such application, the Artist Review Committee (“ARC”) and the Board shall each consider the criteria set forth in the Transfer Application, together with the Restated Governing Documents and the Zoning Ordinance, and make the determinations described in the Transfer Application. Any adverse decision will be handled under Section 7.5(v) of the Bylaws. Any decision taken by the Board under clause (v) following a Hearing may not be referred to arbitration, but shall be final, conclusive, and binding on the Complainant and the Proposed Artist. No owner intending to sell or lease their loft may "lobby" members of the ARC, or otherwise try to persuade them to approve or decline the application of a potential buyer or tenant.

Section 4. Moving In/Moving Out. Any loft owner planning to move in or out must notify the Board and the Chair of the ARC as soon as possible in advance of their move, and no less than 30 days before the anticipated closing date. The owner must provide the following information:

- Name and contact information of their realtor (if one is being used).
- The date the unit will be put on the market.
- The date of the planned move (once a buyer is confirmed).
- The date the buyer plans to move in.
 - A returnable damage deposit of \$500 will be charged to the owner (made out to the Eclipse Mill Condominium Trust, and sent to Moresi and Associates). Once the move has been completed, if no damage has been incurred, the deposit will be returned. If damage has been incurred, the cost of repair will be deducted from the deposit and the owner will receive the balance. If there is damage over \$500, the owner will be billed for the overage.
 - The Board will not sign off on the sale until the damage deposit has been charged.
- The new owner is also required to make the same deposit and the same conditions apply.
- For rentals, the same damage deposit requirement applies, but will simply be charged to the owner's account by Moresi.
- If a renter is not confirmed 30 days or more in advance of the move, the Board may waive the 30-day minimum (for renters only).

Section 5. Parking. The Parking Lots shall be owned or leased by the Trust, and shall be made available to the Loft Owners and their Affiliated Persons as follows: each Loft shall be limited to two parking spaces in the Parking Lots; parking spaces shall be unassigned and limited to permitted vehicles, excluding RVs, trailers, trucks (other than pick-up trucks), boats, and “junk” vehicles (as determined by the Board); each Loft Owner and their Affiliated Persons shall provide to the Board the license plate number and state of issuance for each vehicle, and any substitute or replacement therefor. Additional parking spaces are available for guests on a first-come, first-served basis.

Section 6. Children. All children under the age of twelve shall at all times be supervised by a responsible adult in the use or enjoyment of any Common Element.

Section 7. Permitted Pets. Dogs, cats, and customary and domesticated other pets, such as birds and fish are permitted so long as they do not make loud noise that disturbs other Owners, provided, that there shall be a limit of two dogs and/or cats per Loft, and all other pets shall be properly contained. Reptiles, poisonous creatures, wild animals, and certain breeds of dogs are prohibited. The Owner of any pet shall be responsible for the prompt and proper disposal of any animal waste. Any Person bringing an animal onto the Property (whether or not a permitted pet) shall be strictly liable for all losses, costs, expenses, injuries, and damages to all or any portion of the Property, and to any Person harmed thereby.

Section 8. Noise; Odors. Noise that is constant and audible to persons inside the building is not permitted on a continuous basis. Reasonable efforts are expected to be taken in consideration of your neighbors. Noise is to be limited after 10PM and before 8AM, This includes dish washers, clothes washers and dryers and loud music. Odors must be confined to each Loft. Violations will be determined with reference to a commercial, rather than

residential, standard.

Section 9. Fire. No Owner or their Affiliated Persons may engage in any activity that will in any manner increase the risk of fire. Activities that involve dangerous or flammable chemicals are prohibited. Smoke detectors are required to be checked annually.

Section 10. Guests. Owners and their Affiliated Persons may allow guests for a reasonable period of time. Any Person residing in a Loft for more than 30 days who is not an Owner of record or a Permitted Lessee must obtain permission from the Board for their continued stay. The Board may set reasonable conditions on the continued occupation of a Loft by such Person, including the agreement by such Person to be bound by the obligations of Owners and Permitted Lessees under the Restated Governing Documents.

Section 11. Gaggle Communications Protocol. Anyone posting to either the "Eclipse Mill - All" or the "Eclipse Mill - Members Only" Gaggle groups who is deemed by the Board to be rude, disruptive, or out of line will be suspended from posting for 30 days. After 30 days, they will need to apply to the Board to have posting rights restored (there will be no automatic restoration of posting rights).

Annex I (Exhibit B) to Rules and Regulations

**TRANSFER APPLICATION
FOR
LOFT SALES
ECLIPSE MILL LOFTS CONDOMINIUM
(Revised July, 2025)**

THE SALE OF A LOFT IN THIS CONDOMINIUM IS SUBJECT TO RESTRICTIONS ON, AND OBLIGATIONS OF, THE OCCUPANTS. PLEASE REFER TO THE AMENDED AND RESTATED MASTER DEED, THE AMENDED AND RESTATED BY-LAWS, AND THE RULES AND REGULATIONS OF THE BOARD (COLLECTIVELY, THE GOVERNING DOCUMENTS) FOR SAME.

Loft Unit Number _____ Owner(s) _____

Owner Contact Information:

Phone _____

Email _____

Address _____

ARTIST APPLICANT

Name(s) _____

NOTE: Names on Deed must include Applicant

Applicant Contact Information:

Phone _____

Email _____

Address _____

Will this be your primary residence? _____

Desired Move-in Date _____

Pets? (type and number of each) _____

Names of all other occupants and relationship to
Applicant _____

The City of North Adams specifies one parking space per loft. Please indicate:

Number of vehicles you have _____

Number of employees, students or others parking on-site on a regular basis _____

The right of any purchaser or lessee to take possession is subject to prior receipt by the Board of:

- Condominium Owner Liability Insurance in effect in a minimum amount of \$500,000; and
- Satisfactory fire department carbon monoxide inspection report; and
- A copy of the Deed, which must contain the Mandatory Sale Provisions attached hereto as Annex 1.

GENERAL EVALUATION PROCESS

Submit a completed application to the Board of Trustees (the “Board”) as soon as possible to avoid delays in closing or taking occupancy of the Loft. Generally, the Artist Review Committee of the Board (“ARC”) will meet within 30 days after receiving such application to make a preliminary determination, and pass its findings along to the Board with a recommendation to approve or reject the application. The Board will make the final determination. In the course of their deliberations, ARC and the Board may each request additional information and reference letters. They may also question the Owner regarding the qualifications of the applicant, and require a peer review by other Persons with the same area of expertise. Any approval is limited to the sale in question.

ZONING ORDINANCE

A North Adams Zoning Ordinance requires that the Lofts of Eclipse Mill Lofts Condominium be used as an Artist’s Studio, with the right to occupy same for residential use as an accessory right. The Zoning Ordinance, attached as Exhibit G to the Restated Master Deed, defines an Artist’s Studio as a place of work for Persons who are engaged actively, and either gainfully or as a vocation, in the fine arts. Both the Board of Trustees (the “Board”) and the Artist Review Committee of the Board (“ARC”) are required to determine whether a proposed purchaser or lessee has the requisite qualifications to meet the definition of “Artist”, whether the proposed use of the Loft constitutes sufficient Artistic Pursuits to qualify the Loft as an Artist’s Studio, and whether such proposed use would present a health or safety hazard, or otherwise interfere with the residential or creative use of other Lofts under the terms of the Governing Documents.

CRITERIA TO DETERMINE ARTIST

In determining whether a prospective purchaser or lessee satisfies the definition of “Artist”, each of ARC and the Board will use the following two criteria:

1. Applicants must show a demonstrated and documented serious artistic endeavor in three of the last five years. The artist’s body of work or evidence of a solid professional career in the arts should reflect a significant level of skill, aesthetic value, originality, and complexity of form and/or ideas, recognized to be at a level consistent with at least three to five years of active engagement in their field.
2. In addition, at least one of the following must apply:
 - (a) The applicant’s engagement may be categorized within established fields of fine or visual arts, whose products are to be appreciated primarily or solely for their imaginative, aesthetic, or intellectual content, such as painting, drawing, printmaking, writing of literature, sculpture, architecture, music, and poetry;
 - (b) The applicant creates imaginative works of aesthetic value, such as playwriting, film, video, digital media works, costume design, photography, music composition, and conceptual art;

- (c) The applicant's artistic practice may be considered as belonging to a category of functional and decorative arts, or traditional or indigenous arts, such as jewelry, rugs, furniture, pottery, basketweaving, or quilts;
- (d) The applicant's artistic practice falls within the category of performance and performative expression, such as theatre performer, singer, indigenous storyteller, musician, dancer, actor, or performance artist;
- (e) The applicant is engaged in the arts as an arts educator, conservator, critic, scholar, curator, consultant, gallery owner, or the like. The applicant should be recognized in their field as fulfilling a leadership, education, critical, or scholarly role.

Please attach evidence of a serious, sustained commitment to the applicant's area of artistic practice, including the following:

Resume or CV (including exhibitions, grants, education, and experience in the arts)

Examples of work (CD, portfolio, website, images)

Statement of Artistic Intent

Other Relevant Documentation (publications, reviews, memberships, awards, etc.)

ARTIST REVIEW COMMITTEE (ARC) QUESTIONNAIRE

1. Artistic Pursuits of Applicant. Explain how Applicant will use the Loft.

2. Does your art process include loud or ongoing sounds, or the use of power tools? Please explain.

3. Does your art process include or produce odors, high heat or fire? Use chemicals or hazardous materials? If so, please list and describe typical quantities and safe storage facilities.

4. Any other considerations that may require special permits from the City of North Adams, or may be restricted by any of the Governing Documents? Please explain.

Print Name: _____

_____ Date

Annex 1 to Transfer Application (Exhibit C to Restated Master Deed)

MANDATORY SALE PROVISIONS

Each Purchase Agreement and Deed for any Loft shall contain a rider with the following statements in boldface, all capitals:

THE SALE OF THIS CONDOMINIUM IS SUBJECT TO A ZONING ORDINANCE OF THE CITY OF NORTH ADAMS, WHICH RESTRICTS THE SALE OF SAME TO ARTISTS. THIS PROVISION CONSTITUTES A COVENANT RUNNING WITH THE LAND.

EACH PURCHASER AGREES THAT THEIR LOFT SHALL BE USED AS AN ARTIST'S STUDIO (AS DEFINED IN THE RESTATED MASTER DEED), WITH THE RIGHT TO OWN AND OCCUPY SUCH LOFT AS A SINGLE-FAMILY PRIVATE DWELLING FOR RESIDENTIAL USE BEING AN ACCESSORY RIGHT. REFERENCE IS MADE TO THE RESTATED MASTER DEED AND THE RESTATED BY-LAWS FOR FURTHER PROVISIONS AND RESTRICTIONS. THIS PROVISION CONSTITUTES A COVENANT RUNNING WITH THE LAND.

THE PROVISIONS OF THIS RIDER SUPERCEDE ALL OTHER UNDERSTANDINGS (VERBAL OR WRITTEN) RELATED TO THIS PURCHASE AND SALE; IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PURCHASE AGREEMENT OR THE DEED, ON THE ONE HAND, AND THIS RIDER, ON THE OTHER HAND, THIS RIDER SHALL GOVERN AND CONTROL IN ALL RESPECTS.

Annex II (Exhibit A) to Rules & Regulations

Eclipse Mill Remodeling and Loft Guidelines: Information and Application

If you change any aspect of your loft, be it to put in a new door, partition off some area, add storage, or even add a ceiling high bookcase, it is important to make sure that you make any changes in accordance with the Eclipse Mill governing documents and all local, state, and federal codes and regulations.

1. The allowable time of construction operation is from Monday through Friday, starting at 8:00 AM and ending at 4:00 PM on each of these days.
2. Disposal of Construction Materials: The two Dumpsters at the Eclipse Mil are for residential use only. This does NOT include construction materials. If you hire a contractor for a renovation in your loft, that contractor is responsible for disposing of the refuse materials somewhere OTHER than in our residential dumpsters. If you personally execute a small project in your loft that generates more than your usual share of the Dumpster space, please deposit materials at intervals to prevent the “overloading” that would mean there is not enough room for customary use. The Garbage Dumpster is collected on Tuesdays; the Recycling Dumpster is collected on Thursdays.
3. Permits to replace items such as light fixtures, outlets, and switches, or bathroom and kitchen fixtures are not required.
4. Condo buildings have specific requirements not always known to Condo owners or contractors who don’t generally work in Condominium buildings. Because the Massachusetts Building Code is extremely complex, do not rely on advice from neighbors or even your contractor, who might not be experienced in working in condominiums. The easiest, most reliable way to determine if a permit is required is to call the Building Inspector for North Adams at (413) 662-3014.
5. In Massachusetts, licensed contractors are required for any work that requires a permit in a building over 35,000 cubic feet. A licensed contractor is also required to carry liability insurance. Your plans may need approval in the form of stamped working drawings of an architect or engineer.
6. The requirement to use a licensed contractor might seem excessive, but anything that you do in your unit is secondary to the welfare of the entire building. Erecting a wall that lowers the effectiveness of the fire sprinklers or makes your egress more difficult is a safety issue. Using materials for construction that release off-gas toxins in a fire is a safety issue to all. Electrical and plumbing work has the potential to affect units other than your own. The state regulations are in place to ensure that experienced professionals are consulted in any instance where an unintentional hazard might be created.
7. Owners who are remodeling or renovating must provide to the board a valid copy of a Certificate of insurance for the hired contractor(s), with not less than \$1,000,000 for personal liability.

8. The owner is responsible for obtaining from the contractor(s) monthly progress reports and shall send to the Board and all owners via email summary monthly updates regarding the project and its progress including all negotiated change orders and changes to the planned completion date.
9. Construction noise and odors are to be kept to a reasonable minimum. The Owner is responsible for ensuring that the Board and all residents are informed beforehand of any contractor activities which will cause extraordinary noise and/or odors.
10. If the project completion requires more than 30 days past the planned completion date and the owner has not previously reported this planned delay to the Board and all residents, the owner will be charged an amount equal to 5% of the project budget for every month the project goes beyond the planned completion date. The Board reserves, at its sole discretion, the right to waive this penalty if warranted by the circumstances.

The Board appreciates your agreement to accept the bylaws and to follow their directives when making changes to your loft. Doing work according to code is your obligation and contributes to the health and safety of your community.

Application for Remodeling and Loft Alterations

Applicant: _____

Unit # _____ Phone Number: _____ Date: _____

Brief Description of Work: _____

Start Date: _____ Planned Completion Date: _____

Estimated Total Budget: \$ _____

If a Contractor is being used, please supply the Board with the following:

- 1)** Copy of the plans of renovation/alterations.
- 2)** Copy of permit applications.
- 3)** The name of the contractor and a copy of their "Certificate of Insurance" naming Eclipse Mill Lofts Condominium Trust" as an "Additional Insured". The "General Liability" coverage should be not less than \$1,000,000.
- 4)** If the Contractor has employees, a copy of their "Workers' Compensation" policy.

If the owner will be the "Contractor" please supply the Board with the following:

- 1)** Copy of the plans of renovation/alterations by a registered architect or engineer.
- 2)** Copy of permit applications.
- 3)** Condominium Insurance policy with "Personal Liability of not less than \$1,000,000" The Board will not approve the commencement of any work without these documents.

All work to be inspected and permits approved by the City of North Adams building inspector. Copies of final inspections are to be sent to the Board and kept on file.

Applicant's (Unit Owner's) signature: _____ Date: _____

Application approval by Board: _____ Date: _____

July 12, 2025

Annex II (Exhibit B) to Rules and Regulations

RENTAL APPLICATION
ECLIPSE MILL LOFTS CONDOMINIUM TRUST
 (Revised 7.12.2025)

THE RENTAL OF A LOFT IN THIS CONDOMINIUM IS SUBJECT TO RESTRICTIONS ON, AND OBLIGATIONS OF, THE OCCUPANTS. PLEASE REFER TO THE AMENDED AND RESTATED MASTER DEED, THE AMENDED AND RESTATED BY-LAWS, AND THE RULES AND REGULATIONS OF THE BOARD (COLLECTIVELY, THE GOVERNING DOCUMENTS) FOR SAME.

Loft Unit number _____ Owner/s _____

Contact info _____

ARTIST APPLICANT

Artist Applicant Name(s) _____

Applicant Contact info _____

Duration _____ Will this be your primary residence? _____

Desired move-in date _____ Pets? (type of and how many) _____

Names of all other occupants and relationship to Artist Applicant(s)

The Zoning Ordinance of the City of North Adams requires that we guarantee one parking space per loft. Please indicate your expected use of the parking. Number of vehicles you have _____

Number of employees and/or students parking on-site on a regular basis _____

GENERAL EVALUATION PROCESS

Submit a completed application to the Board of Trustees (the “Board”) as soon as possible to avoid delays in closing or taking occupancy of the Loft. Generally, the Artist Review Committee of the Board (“ARC”) will

meet within 30 days after receiving such application to make a preliminary determination, and pass its findings along to the Board with a recommendation to approve or reject the application. The Board will make the final determination. In the course of their deliberations, ARC and the Board may each request additional information and reference letters. They may also question the Owner regarding the qualifications of the applicant, and require a peer review by other Persons with the same area of expertise. Any approval is limited to the lease in question. In the event a lessee later wishes to purchase a Loft, a separate application is required.

ZONING ORDINANCE

A North Adams Zoning Ordinance requires that the Lofts of Eclipse Mill Lofts Condominium be used as an Artist's Studio, with the right to occupy same for residential use as an accessory right. The Zoning Ordinance, attached as Exhibit G to the Restated Master Deed, defines an Artist's Studio as a place of work for Persons who are engaged actively, and either gainfully or as a vocation, in the fine arts. Both the Board of Trustees (the "Board") and the Artist Review Committee of the Board ("ARC") are required to determine whether a proposed purchaser or lessee has the requisite qualifications to meet the definition of "Artist", whether the proposed use of the Loft constitutes sufficient Artistic Pursuits to qualify the Loft as an Artist's Studio, and whether such proposed use would present a health or safety hazard, or otherwise interfere with the residential or creative use of other Lofts under the terms of the Governing Documents.

Pursuant to the North Adams Zoning Ordinances, the lease is subject to the prior approval of the potential tenant as an artist by the Board.

Artist Review Committee (ARC) Questionnaire

Intended use of space: The Eclipse Mill encourages creative activities; however, noise conduction, insurance requirements, and local ordinances may impose restrictions. The **Master Deed of Eclipse Mill** states the following: “9.02 *Prohibited Acts. A Loft owner shall not permit or suffer anything to be done or kept in his Loft which will increase the rate of insurance in the Condominium Property, or which will obstruct or interfere with the rights of other Loft owners, or annoy them by unreasonable noises or odors or otherwise. Commercial standards, rather than residential standards, shall apply to the generation of noises and odors within the Condominium*”,

1. Artistic pursuit of applicant(s) who will be named on the lease. Explain how the applicant plans to use the loft.

2. Does your art process include loud or ongoing sounds, the use of power tools? If so, please explain.

3. Does your art process include or produce odors, high heat or fire, use or storage of chemicals or hazardous materials? If so, please list and describe typical quantities and safe storage facilities.

4. Or any other considerations that may require special permits from the city or may be restricted in the Eclipse Mill? Please explain.

Please attach the following:

Documentation that shows evidence that the individual demonstrates a serious, consistent commitment to their creative pursuit. Please include:

Resume / CV (Include exhibitions, grants, publications, reviews, education, experience in the arts, etc.) Examples of work –

CD, portfolio, website, images Statement of artistic intent.

Any relevant documentation in support of your application (e.g. publications, reviews, memberships, awards, etc.)

Applicant(s) Signature (print and sign)

Date: _____

RENTER Requirements

The following items must be completed before the date of rental (please attach copies of the following).

Occupancy will be denied if all required copies are not attached.

1. Renters are required to provide Condominium Liability Insurance /proof of renter liability coverage with the minimum liability of \$500,000. A copy of the Certificate of Insurance, effective as of the closing date, must be given to the secretary of the Board (this does not waive or supersede the owner's liability insurance requirement).
2. Copy of Rental agreement (Lease), which must contain the Mandatory Lease Provisions attached hereto as Annex 1 to the Rental Application (see page 5, 6 and 7 of this document). The lease is between the unit's owner and the tenant; the Eclipse Board of Trustees is not a party to the agreement. The obligation to vet tenants rests entirely with the landlord, who also shoulders the financial consequences.

Violations of association rules are grounds for evicting the tenant. The lease should also specify that while landlords are responsible for ensuring that their tenants obey association rules, the board has the authority to evict problem tenants if the landlord fails to do so and can assess the eviction costs to the landlord after notice to the Unit Owner fails to timely evict the noncompliant tenant.

3. Health Department inspection report (required by City of North Adams) must accompany the application.

5) Subletting is forbidden

6) The EM Transfer & Rental Policy and 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. The Applicants signature below indicates that this information has been received from the Owner.

The board reserves the "option to review" prior to term renewal or transfer.

The "option to review" is just that: an option. It doesn't mean the rental situation will be reviewed, only that the Board reserves the right to review the lease before it is renewed and has the right to approve or deny the lease in the event problems arise during the initial term of the lease. Also, in situations where a lease becomes a sale, the Board must be notified in writing at least thirty (30) days before the sale is to take place, as the same review option applies.

7. Rental applicants must adhere to all applicable zoning ordinances and provisions of the Condominium Association By-laws (Bylaws section 4.16 Amendment July 15, 2018 pertaining to leasing of lofts.

The Rental Policy and the EM 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.

Rentals Applicant(s) Signature (print and sign)

_____ Date _____

_____ Date: _____

OWNER Requirements

1. It is important that an owner read the Eclipse Mill's "Rental Policy" which provides information about this process.
2. The Owner will provide the approved new resident with the Eclipse Mill Resident's Guide and Eclipse Mill Rules & Regulations before their move-in date.
3. A loft owner may not submit an application on behalf of a prospective renter unless the owner is current with his/her condominium fees, and unencumbered by any claim of lien by the Trust, except under extenuating circumstances when the Board may grant special permission.
4. For a rental, the loft owner must address all noise, odor and safety concerns noted on this Transfer & Rental Application.

See BYLAWS 4.15 Subject to Special Regulations of North Adams Zoning Sections 10.2 and 10.2.7

10.2. Accessory residential units for artists' studios:

10.2.7. Restrictions as to odor, noise and deliveries shall be interpreted to commercial as opposed to residential standards. No noxious or unlawful activity shall be carried on in any Loft or in the common areas and facilities, nor shall anything be done therein, either willfully or negligently that may be or become unreasonably annoying to the other Loft Owners or occupants during times where such activities are restricted by the Board of Trustees. No Loft Owner shall make or permit any disturbing noises by himself or herself, his or her family, guests, agents, servants, employees, licensees or tenants, nor do or permit anything by such persons that will unreasonably interfere with the rights, comforts or conveniences of other Loft Owners or occupants during times when such noises are restricted by the Board of Trustees. For purposes of this section 4.15(p), any noise that exceeds the level of normal, customary use from within a Loft that can be heard within another unit shall be deemed a disturbing noise that occurs during times where noise is restricted by the Board of Trustees.

5. In addition to the foregoing, any lease or occupancy agreement of a Loft shall:

(i) be in writing and apply to the entire Loft and not merely a portion thereof;

(ii) expressly provide that the lease or occupancy agreement shall be subject in every respect to the Master Deed of the Eclipse Mill Lofts Condominium, the Declaration of Trust of the Condominium Trust, and the Bylaws and Rules and Regulations thereof, as the same have been amended most recently prior to the execution of the lease or occupancy agreement; and

(iii) contain the following 2-page notice, in capital letters, double spaced:

IMPORTANT CLAUSE

“THE LOFT BEING LEASED [RENTED] UNDER THIS LEASE [OCCUPANCY AGREEMENT] IS
LOCATED IN A CONDOMINIUM BUILDING—NOT A RENTAL APARTMENT HOUSE. THE

CONDOMINIUM BUILDING IS OCCUPIED BY THE INDIVIDUAL OWNERS OF EACH LOFT (EXCEPT FOR CERTAIN LOFTS, SUCH AS THIS ONE, WHICH ARE BEING OCCUPIED BY TENANTS). THE TENANT UNDERSTANDS THAT HIS OR HER NEIGHBORS IN THE BUILDING ARE (EXCEPT AS AFORESAID) THE OWNERS OF THE HOMES WHICH THEY OCCUPY, AND NOT TENANTS LIVING IN A RENTAL APARTMENT HOUSE. 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 DECLARATION OF TRUST OF THE CONDOMINIUM TRUST AND THE BYLAWS AND RULES AND REGULATIONS THERETO, AND THAT HE OR SHE HAS READ AND UNDERSTANDS THE SAME, THAT HE OR SHE WILL BE EXPECTED TO COMPLY IN ALL RESPECTS WITH THE SAME, AND THAT IN THE EVENT OF ANY NONCOMPLIANCE, THE TENANT MAY BE EVICTED BY THE TRUSTEES OF THE CONDOMINIUM TRUST (WHO ARE ELECTED BY THE LOFT 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 [OCCUPANCY AGREEMENT]"; and

(h) Any failure by the tenant to comply in all respects with the provisions of the Master Deed of the Condominium, the Declaration of Trust of the Condominium Trust and the Bylaws and Rules and Regulations thereto shall constitute a material default in the lease (occupancy agreement), and in the event of such default, the Board of Trustees shall have the following rights and remedies against both the Loft Owner and the tenant, in addition to all other rights and remedies that the Trustees and Loft Owners (other than the owner of the affected Loft) have or may in the future have, against both the Owner of the affected Loft and the tenant, all rights and remedies of the Trustees and the Loft Owners (other than the owner of the affected LOFT) being deemed at all

items to be cumulative and not exclusive:

- (i)** The Trustees shall have the right to give written notice of the default to both the tenant and the Loft Owner. Said notice shall be deemed properly given if left in any part of the Loft addressed to the tenant, and mailed, postage prepaid, registered or certified mail, return receipt requested, addressed to the Owner of the Loft as such address then appears on the records of Trustees, or by delivering said notice in hand, or by delivering said notice in any other manner permitted by law.
- (ii)** If the default continues for five (5) days after the giving of said notice, then the Trustees shall have the right to levy fines against the Owner of the affected Loft in accordance with the provision of Section 4.15(o) of the Bylaws, 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 (Loft Owner) or, in the name of the Trustees, or both. In case of a tenancy at will, the time of such notice shall be sufficient if it is equal to the interval between the days of rent payment, or thirty (30) days, whichever is longer. In case of a lease, seven (7) days' notice shall be sufficient. In either event, a copy of such notice to quit shall be delivered or mailed to the landlord (Loft 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 Massachusetts General Laws Chapter 239 in the name of the landlord, or in the name of the Trustees, or both.
- (iii)** 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 Trustee's election to pursue any of the foregoing remedies, either at the same time or in the event of any further default.
- (iv)** All of the expenses of the Trustees in giving notice 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 Loft Owner and unit as if the same were common expenses owed by the unit or Loft Owner.
- (v)** The Loft Owner shall make reasonable efforts, at his or her expense and upon his or her initiative to inform rental agents of the provisions of this section, and shall, at his or her own expense, and upon his or her 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 Section 4.16.
- (vi)** Any renewal or extension of any lease or occupancy agreement shall be subject to the prior written approval of the Trustees in each instance. Such approval shall not limit any rights or remedies of the Trustees or Loft Owners in the event of a subsequent default.
- (vii)** A true copy of the lease or occupancy agreement shall be delivered to the Trustees forthwith upon its execution.

(viii) The provisions of this Section shall take precedence over any other Section in the lease or occupancy agreement.

(ix) 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 Loft Owners shall ever bear any personal or individual responsibility with respect to said lease or occupancy agreement.

(x) Every lease or occupancy agreement shall have attached thereto, and incorporated therein by reference, a copy of this Section.

I understand and agree to the above requirements. **Owner(s) Signature** (print and sign)

_____Date

_____Date

Annex 1 to Rental Application (Exhibit C to Restated Master Deed)

MANDATORY LEASE PROVISIONS

Each lease of any Loft shall contain a rider with the following statements in boldface, all capitals:

THE LEASE OF THIS CONDOMINIUM IS SUBJECT TO A ZONING ORDINANCE OF THE CITY OF NORTH ADAMS, WHICH RESTRICTS THE LEASING OF SAME TO ARTISTS. THIS PROVISION CONSTITUTES A COVENANT RUNNING WITH THE LAND.

EACH LESSEE AGREES THAT THEIR LOFT SHALL BE USED AS AN ARTIST'S STUDIO (AS DEFINED IN THE RESTATED MASTER DEED), WITH THE RIGHT TO OCCUPY SUCH LOFT AS A SINGLE-FAMILY PRIVATE DWELLING FOR RESIDENTIAL USE BEING AN ACCESSORY RIGHT. REFERENCE IS MADE TO THE RESTATED MASTER DEED, RESTATED BY-LAWS, AND RULES AND REGULATIONS (COLLECTIVELY, "GOVERNING DOCUMENTS") FOR FURTHER PROVISIONS AND RESTRICTIONS. THIS PROVISION CONSTITUTES A COVENANT RUNNING WITH THE LAND.

NO LESSEE HEREUNDER MAY SUBLET OR ASSIGN ANY OF THEIR RIGHTS, DUTIES, OR OBLIGATIONS UNDER THIS LEASE. THIS LEASE SHALL BE FOR THE LOFT IN ITS ENTIRETY; THE LEASING OF A PORTION OF THE LOFT IS PROHIBITED. THIS PROVISION CONSTITUTES A COVENANT RUNNING WITH THE LAND.

THIS LOFT IS LOCATED IN A CONDOMINIUM BUILDING, WHICH IS OCCUPIED BY THE INDIVIDUAL OWNERS OF EACH LOFT (EXCEPT FOR A LIMITED NUMBER WHICH ARE OCCUPIED BY LESSEES). LESSEE UNDERSTANDS THAT HIS OR HER NEIGHBORS ARE OWNERS OF THEIR HOMES, AND NOT TENANTS IN A RENTAL APARTMENT. LESSEE HAS RECEIVED A COPY OF THE GOVERNING DOCUMENTS, HAS READ SAME, AND AGREES TO COMPLY IN ALL RESPECTS AS IF AN "OWNER" NAMED THEREIN. LESSEE FURTHER UNDERSTANDS THAT, IN THE EVENT OF NONCOMPLIANCE, LESSEE MAY BE EVICTED BY THE BOARD OF TRUSTEES OF THE CONDOMINIUM, AND MAY BE SUBJECT TO FINES, PENALTIES, AND OTHER CHARGES, INCLUDING ALL COSTS AND EXPENSES OF ENFORCEMENT.

THE PROVISIONS OF THIS RIDER SUPERCEDE ALL OTHER UNDERSTANDINGS (VERBAL OR WRITTEN) RELATED TO THIS LEASE; IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE LEASE AND THIS RIDER, THIS RIDER SHALL GOVERN AND CONTROL IN ALL RESPECTS.