

**Northeast Terrace Condo Association**  
222-232-242 North East Street Amherst, MA 01002

**Rental Procedures:**

Owners may apply for a unit rental, by following the instructions below, and sending the completed rental application (by mail or email) to Rebecca Golash at Kamins Real Estate (rlg@kaminsrealestate.com). Your application will be forwarded to the Trustees of the Northeast Terrace Condominium Trust, who will approve or reject the application within 3 working days of receipt. If there are any missing pieces of the application, this may delay your notification.

1. The completed application must be submitted to Kamins no less than 7 days prior to the beginning of the rental period.
2. For new tenants, a \$100 application fee by check made out to Kamins Real Estate must be delivered to Kamins with this application. If you are renewing a rental, this fee is not required.
3. You must have a Town of Amherst rental permit in place or have applied for one. Please provide a copy of your permit or the permit application with your rental application.
4. Please note that no college undergraduates will be accepted as tenants at Northeast Terrace.
5. We urge owners to review the Condominium Rules and Regulations (attached here) with your tenants. If they violate any of the Rules and Regulations, the owner will be fined up to \$100/day.

# Northeast Terrace Condominium Trust

## Assent of Trustees for Unit Rental

The undersigned Unit Owner has asked for permission to lease his unit.

The undersigned, being a majority of the Trustees of the Northeast Terrace Condominium Trust, hereby approve the following person(s):

\_\_\_\_\_

to occupy Unit #\_\_\_\_\_ Owned by\_\_\_\_\_

This consent is conditioned upon the aforesaid tenants faithfully observing all of the restrictions, conditions and terms of the Rules and Regulations of the Northeast Terrace Condominium Trust and the Condominium Documents.

NORTHEAST TERRACE CONDOMINIUM TRUST

Trustee \_\_\_\_\_

Trustee \_\_\_\_\_

Trustee \_\_\_\_\_

\_\_\_\_\_  
Unit Owner's Signature

\_\_\_\_\_  
Date

**Northeast Terrace Condo Association**

**222-232-242 North East Street**

**Amherst, MA 01002**

**TENANT INFORMATION**

Condo # \_\_\_\_\_

Dates of Tenancy: Commences on: \_\_\_\_\_ Ends on: \_\_\_\_\_

For a term of: \_\_\_\_\_

Tenant's Name(s): \_\_\_\_\_  
\_\_\_\_\_

Tenant's Phone Numbers: (c) \_\_\_\_\_ (w) \_\_\_\_\_

Number of vehicles: \_\_\_\_\_

\_\_\_\_\_  
Make            Model            License Plate Number            Color

\_\_\_\_\_  
Make            Model            License Plate Number            Color

**OWNER**

CONTACT PERSON FOR OWNER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(NAME)  
(ADDRESS)  
(PHONE)

The undersigned received a copy of the Amendment Rules and Regulations adopted under Article VII, D of the Trust and By-Laws of Northeast Terrace Condominium Trust.

\_\_\_\_\_  
Date            Tenant Signature

\_\_\_\_\_  
Date            Tenant Signature

# Northeast Terrace Condominium Trust

The following restrictions will apply to all non-owner occupied units and will be attached to all leases.

1. To set the heat thermostat not lower than 55 degrees and to notify the Lessor of an absence of more than one week during the heating season. Unit owners/tenants are responsible for any damage to the unit or common areas due to frozen pipes.
2. The receipt by the Trustees of a complaint regarding noisy or offensive conduct or other violation of this provision or a visit by the police for such conduct during the term hereof shall constitute sufficient grounds for eviction at the option of the Lessor and the Trustees.
3. To allow no alcoholic beverages or marijuana in the common areas. To allow no dogs on the premises. All other pets must be approved by the Board of Trustees.
4. Lessee(s) and owner assume full and complete responsibility and liability for all damages to the unit or condo property.
5. Violation of any term of this agreement by the Lessee(s,) or guests, or visitors may result in assessment of a fine up to \$100 per day or occurrence to the unit owner, payable within 10 days of the receipt of said assessment notice.
6. Town of Amherst Regulations for gas and charcoal grills are attached.
7. Northeast Terrace trash disposal regulations are attached.

I/we, the undersigned tenants/occupants of Unit # \_\_\_\_\_ hereby state that I/we have read the foregoing rules and restrictions and agree to abide by the same. I/we certify that none of the lessees will be a college undergraduate during the term of the lease.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Lessee

TO: Unit Owners and Residents  
FROM: Board of Trustees  
SUBJECT: LP-Gas Grills and Charcoal Grills

The following codes have been brought to the attention of the Trustees by the Fire Department

1. Storage or use of LP-Gas containers above the first floor of a building used for habitation is prohibited
2. The fire escape stairwell area may be used for storage of gas and charcoal grills, as long as the egress is not blocked. LP-Gas containers must be fully closed, and charcoal grills must be emptied of all solid fuel.
3. Charcoal grills are not permitted for use above the first floor (Not for use on second floor balconies)
4. No grills are permitted for use within ten (10) feet of the building

Please remove gas grills from above areas and do not use charcoal grills on the second floor balconies. The above regulations are in effect upon receipt of this memo.

Contact Kamins Real Estate at (413) 253-2515 or the Trustees if you have any questions.

Thanks for your cooperation.

## **NORTHEAST TERRACE CONDOMINIUM**

### **TRASH DISPOSAL**

Per the Condominium Rules and Regulations and Town of Amherst Board of Health, the following must be adhered to:

1. All trash and garbage must be deposited in the proper designated dumpster.
2. Trash and garbage CAN NOT be deposited on the ground outside the dumpster.
3. Dumpster doors and container lids must be closed to prevent animal entry.
4. Furniture and household items CAN NOT be deposited on the ground outside the dumpster.
5. Cardboard boxes must be broken down for recycling.

Failure to abide by the above will result in a fine. It is the owner/tenant's responsibility to arrange for the removal of all furniture and household items from the premise.

## AMENDED RULES AND REGULATIONS

### ADOPTED UNDER ARTICLE VII OF THE TRUST AND BYLAWS

The Rules and Regulations (Rules) of the Northeast Terrace Condominium Trust Association (NTCTA) as set forth in Section 1.1 of the Northeast Terrace Condominium Trust are hereby enacted and enforced-by the Board of Trustees (Board) and may be amended from time to time.

The goal of the Board in determining the Rules is to provide a peaceful haven for all residents. The Board recognizes and encourages this diverse community and provides these Rules in an effort to preserve the peaceful habitation of all occupants.

**1. Occupancy:** Maximum occupancy for tenants and unit owners shall not exceed (a) two adults in a one bedroom unit, (b) three adults in a two bedroom unit, or (c) four adults in a three bedroom unit. If the occupancy of a unit exceeds the number stipulated in a, b, or c, the unit owner must notify the Board within 14 days with the means to rectify the situation.

**2. Pets:** No dogs, whether owned by tenants or unit owners, are permitted at Northeast Terrace Condominiums. Visiting dogs must be on a leash and under constant control of the owner of the dog. Visitors are responsible for cleaning up after their dog. All other pets must be approved by the Board of Trustees and must remain indoors.

**3. Common Areas:** Common areas include but are not limited to driveways, sidewalks, entrances, lawn, and wash rooms. Patios and balconies are also common areas, but are the unit owner's "exclusive right to use areas". Common areas are for the use and enjoyment of all occupants. They shall not be used in any manner that obstructs the ingress to or egress from the dwelling units in the buildings. All personal property shall be contained within the individual units or the assigned storage area. No sign, notice, or advertisement shall be inscribed or exposed on or at any window, common area, or other part of the unit.

**4. Exclusive Right to Use Areas:** In order to maintain the aesthetic appeal of Northeast Terrace Condominiums, "exclusive right to use areas" (patios and balconies) should be kept neat and clean, and should not be used for storage. No object shall be fastened in any way to the exterior of the units without written permission from the Board.

**5. Noise:** No resident shall make or permit any loud noises or offensive activities in the units or common areas which would interfere with the rights, comfort, or convenience of other residents. All home improvements, vocal or instrumental music practice or other such activities should be performed between the hours of 9:00 AM and 9:00 PM.

**6. Business Activity:** Northeast Terrace Condominiums is a dwelling place, and as such no business activity that involves employee and/or client traffic is permitted.

**7. Unit Rental:** Prior to leasing or renting of any unit, an application to rent under the provisions of the Master Deed, Section 1, Paragraph 8, Section C. must be presented to the Board for approval. The Board will review and approve or reject the application within three working days

of receipt. Applications will be provided by Management upon request, and proper submission is the responsibility of the unit owner. Undergraduate students will not be accepted as tenants by the Board.

**8. Heating:** In order to avoid frozen pipes, thermostats in each unit must be set no lower than 55° during the heating season. Unit owners/tenants are responsible for damage to the unit, any common area, or any other unit resulting from failure to comply with this rule. Unit Owners must notify management if a unit will be vacant for more than two weeks.

**9. Air Conditioners:** Installation of air conditioner units must have prior written approval of the Board of Trustees. Unit owners are responsible for any damage to other units and common areas arising from air conditioner installation and use. The Board reserves the right to deny the use of an air conditioner if it is deemed to cause excessive noise or vibration or in any other way infringes upon the rights of other occupants or the architectural integrity of the building.

**10. Refuse:** The dumpster and recycling bins are for everyday household waste. Large items such as furniture, mattresses, discarded computers, household items, etc. are not permitted in the dumpsters or on the ground outside of the dumpsters, and should be disposed of elsewhere at the Unit Owner's or tenant's expense. Violators will be fined. The Town of Amherst requires Unit owners /tenants to utilize the recycling process appropriately. Please flatten all boxes before depositing in the recycling bins. Please note that the dumpsters are under electronic surveillance.

**11. Parking:** Each Unit is provided one marked parking space. All other vehicles shall park in designated visitor parking. Parking along the driveway shall only be permitted if visitor parking is full and then only for brief periods of time. All vehicles must have current license plates and registration stickers. During winter months vehicles must be moved to accommodate snow removal. Parking violations may result in towing at the vehicle owner's expense.

**12. Parties:** Written notice must be given to the Board and other residents of the building, of any party or gathering of over 15 people 3 days prior to the activity including the date, time, place and number of attendees.

**13. Alcohol and Drugs:** Alcoholic beverages should be kept within individual Units and the accompanying "exclusive right to use" areas (patios and balconies). Use of marijuana is prohibited in common areas and "exclusive right to use" areas. Illegal drugs are prohibited anywhere on the premises.

**14. Violations and fines:** Any violation of the Rules by the Unit owner, guest, visitor or tenant may result in a fine of up to \$100/per day or occurrence. Payment by the unit owner is due within ten(10) working days of said assessment notice. Failure to remit payment due will act as a lien on the unit and will be subject to legal fees and costs of collection.

**15.** The Rules and Regulations may be added to, amended or repealed at any time by a vote of the majority of the Trustees or by a written instrument signed by a majority thereof.