

ADDENDUM A
TO PUFFTON VILLAGE
LEASE AGREEMENT

This Addendum may be modified in respect to non material changes (such as time, place and procedure) that are not in conflict with the substantive portions of the lease from time to time with reasonable notice to the resident

Puffton Village does not discriminate on the basis of handicapped or other protected class or status in the admission or access to, or treatment or employment in, its federally assisted programs and activities.

Updated January 2011

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MAKE SURE ALL RESIDENTS READ THIS ADDENDUM.

OFFICE HOURS

The Puffton Village Management Office is open Monday - Friday 8:00 am - 4:00 pm except for holidays. General Information and forms may be obtained through our web site- www.pufftonvillage.com The office may be closed for short periods due to management responsibilities out of the office. The office telephone number is (413) 549-0145 --- Fax 413-549-6803. The office has an answering service so emergencies after office hours will come to our attention. For non emergencies our Email address is information@puffton.comcastbiz.net.

LOCKOUTS and NIGHT WATCHMAN

Night watchman hours vary. **Please call 549-0145 if you are locked out after office hours. The answering service will page someone to meet you and let you in. You must have a valid picture identification and be on lease or a registered sublettor**

If you attempt to force entry into your unit your unit will be charged for all damages. Please call the above mentioned phone number in the case of lockout.

The policy regarding hours of the night watchman or continued employment of a night watchman is subject to change at any time at the sole discretion of the management.

KEYS: The following is the policy for keys:

- 1.** Puffton Village will issue one key free of charge to each new tenant on lease at the initial move-in to Puffton Village Apartments.
- 2.** The cost to replace a lost key is \$5.00.
- 3.** A key may be borrowed from the Management Office by tenants on lease who are locked out of their apartment. The tenant on lease must leave a picture ID to borrow a key.
- 4.** **MAILBOX KEYS** The Post Office on University Drive will issue keys for a fee. The Puffton Village office does not issue or accept mailbox keys. The Post Office requires that the names of all tenants be on the inside of each mailbox in order to receive mail. Your mailing address is:

**1040 N. Pleasant Street #_____ (insert your apartment number here)
Amherst, MA 01002**

All notices will be mailed to this address.

- 5.** Upon expiration or termination of the lease, the Tenant shall deliver all unit keys of the premises to Management. Delivery of all keys by the Tenant(s) to Management, or to anyone on their behalf, shall not constitute a surrender or acceptance of surrender of the leased premises unless so stipulated in writing by the Management.

MOVE IN

Before moving into your apartment a move-in inspection will be conducted. A member of the maintenance staff will inspect the apartment with you and help you fill out and sign the inspection report. This move in inspection form will record the condition of your apartment. Any deficiencies found in the apartment will be noted on the form. Anything that was not noted on the move in inspection sheet should be included on your statement of condition that you are given at the time of move in. You have 15 days after your move in inspection to complete the statement of condition and return it to our office. Any damage, beyond normal wear and tear that is found when you move out which was not accounted for on the move in inspection or your statement of condition may be your responsibility and can be deducted from your Security Deposit.

THE PUFFTON VILLAGE LEASE

The lease is the foundation of your stay in Puffton Village as a tenant. Your rent and the length of the lease is clearly stated.

If you fail to maintain your apartment in a reasonably neat manner, if you are guilty of offensive conduct to your neighbors or if you do not pay your rent on time you are in violation of your lease. Any violation may constitute grounds to terminate your tenancy at the sole discretion of management. Failure to terminate for any breach shall not constitute a waiver for any future breach even of a similar type. The prevailing party may be awarded all legal fees.

ELECTRIC

The electric service must be in your name before moving in. You must make sure that Western Massachusetts Electric Company form has been completed. We will have a utility form for you to complete during your move in appointment if you have not returned it with your signed lease. We will fax it to the utility company as you are responsible for the cost of electric service for the entire lease term.

If your electricity or utility service is terminated by Lessee's action or inaction, Lessee shall be liable for the costs incurred by Lessor for said service and shall constitute sufficient grounds to terminate the Lessee's right of occupancy at the sole discretion of the Lessor.

INTERIOR OF APARMENT

Only those persons on lease may occupy the apartment. The following limits are placed on the number of persons over 18 years of age who may occupy an apartment: One bedroom, two people; one bedroom with study, three people; two bedrooms, four people; three bedrooms, four people.

Decorations

No painting, wallpapering or other decoration may be made to the interior or exterior of any apartments. Residents may hang pictures, clocks, draperies or the like on the walls so long as this is done neatly and does not permanently damage walls. No tape shall be used on the walls or ceilings. No heavy items, such as large pegboards or shelves, are permitted. Any resulting damage will be charged to the tenant.

Appliances

Appliances other than the ones provided by management are not permitted (i.e., freezer, washing machine, etc).

Stairs Do not place carpet treads on the stairs or store items on the stairs.

Telephone

All apartments are wired for telephones. Prior permission of management is required for the installation of additional lines or outlets. For installation, repairs or cancellation of service call the telephone company at 800-980-9999.

Mail Delivery

Mail is delivered to the cluster boxes here at Puffton Village. You must go to the post office on University Drive to get a key for the box. You must have your lease as proof that you are a resident. In order to facilitate the delivery of mail place all names of tenants inside the mailbox. If names are not listed in the mailbox you may not get your mail.

Cable Television

All apartments are provided with a cable hook up. You must contact the local cable company if you wish to receive cable television service. 888-633-4266

Insurance

The tenant is responsible for their own personal property. You should purchase your own personal property and liability insurance.

MAINTENANCE:

The maintenance department usually works Monday through Friday from 8:00am - 4:00pm. Maintenance requests should be made as early in the day as possible, as this allows maintenance to attend to them during the regular work day. **There is an answering service beyond these hours for emergencies only which consist of: NO HEAT, GAS ODORS, FIRE, BROKEN WATER LINES, ELECTRICAL PROBLEMS, ACTIVE WATER LEAK, AND CLOGGED TOILETS - IF YOU HAVE ONLY ONE TOILET** or similar catastrophic condition.

Call (413) 549 - 0145 for after hours emergency maintenance. Our answering service will page a Maintenance Staff member.

Charges will be assessed to a tenant for the misuse or damage of appliances or other items in the apartment. Invoices will be sent after the repair is made unless the manager feels the item should be paid for before it is replaced. Charges will be assessed to the tenant for any damage that is not normal wear and tear.

GROUNDS:

Please do not leave or store personal items, possessions, furniture, or debris (i.e., bags of trash, bottles, cans, paper) and other articles on lawns, in parking areas, or adjacent to buildings. Recycling and trash areas have been provided in several areas for the proper disposal of rubbish and trash. Tenants shall not hang, display, install or store any items or belongings in any part of the exterior grounds or common areas. Town ordinance states that no clothes may be hung outside the apartment at any time. The town ordinance also disallows any exterior aerials to be attached to an apartment building. No personal belongings are to be stored on the Puffton Village grounds. **Barbecue grills are not to be used within twenty-five (25) feet of any building.**

LAUNDRY FACILITIES

The laundry rooms are usually open 8 a.m. until 10 p.m. seven days a week as a convenience and **are not a part of your tenancy.** These hours are subject to change at Management's sole discretion without prior notice. **The Rental Office does not have change available.** Laundry rooms #10, #62, #280, #408- are for units #1-408 and are coin operated and require a key .

Laundry room #562 is for units #500-563. (see map for location) Laundry room 562 requires a laundry card from the Rental Office. These cards are used to open the door of the laundry rooms and to operate the machines. To put money on your laundry card you must come to the machine located outside the rental office by **side window and only takes cash (\$5's \$10's or \$20's only).** The card must be kept in the machine until the cycle begins or your card could be damaged.

The management of Puffton Village does not own these machines or the laundry cards. If you find a washer or dryer not operating, report it by calling the number posted in laundry rooms. The washers take approximately 1/2 - 1 cup of soap powder.

RECREATIONAL FACILITIES

In the center of Puffton Village is a recreational area for the residents' use or a registered sublettor. There are tennis courts, a basketball court, a play area and a swimming pool. Photo identification must be shown when using the pool facility. Following are some guidelines for use of each facility:

Tennis Courts

Rubber sole shoes must be worn when using the court. Persons using the courts should not adjust the tension in the nets. Should they require any adjustment, notify the office. If others are waiting to play, there will be a one hour time limit on use of any court.

Basketball Court

Rubber sole shoes must be worn when using the court. If the nets need replacement, notify the office. No hanging from the rim.

Swimming Pool

Everyone should read the posted rules on the pool house. Photo ID's must be shown to the lifeguard upon entering the pool. All children under 12 years of age must be accompanied by an adult. The concrete deck can be dangerous. Absolutely no running or rough play is allowed. No face masks are allowed. Goggles to protect from chlorine in the water are permitted. Guest privileges are limited and subject to the discretion of the lifeguard. Chlorine is present in pool water at levels set by Massachusetts State Pool Regulations. We ask that you remind your children to use the bathroom facilities in the pool house. Heavy chlorine use is necessitated by urination by swimmers while in the pool. Lifeguards are in charge at pool during pool hours.

EXTERMINATING

We have an extermination company come annually as a cockroach preventive measure. However, additional exterminations will be scheduled as needed. Please notify the office if you notice any quantity of insects in your apartment.

Bed Bugs are a new concern. You could inadvertently infect your apartment by bringing in a piece of used furniture or in your luggage after taking a trip. You should not borrow or purchase a used mattress, box spring or other furniture without first verifying it is bug free. If your apartment becomes infected there is a very strict procedure to follow before each treatment (a total of three are generally needed for bed bugs). This procedure and the associated cost could be at the tenant's expense.

Your cooperation in preparing your apartment when notified that your apartment will be exterminated is required. If you fail to ready your apartment you make Puffton Villages' effort useless in ridding an apartment of any type of infestation and repeat calls become necessary. You may be charged for the cost of a treatment if you are not prepared or for repeat calls required by your failure to cooperate.

SMOKE and/or CO DETECTORS:

At least twice a year the smoke and CO detectors in all apartments are checked by Puffton Village maintenance personnel to ensure their proper working condition for your safety. These smoke and CO detectors are a permanent fixture to the apartment and are not to be removed or tampered with as you will be assessed replacement cost. **Management requires that you test each smoke detector on a monthly basis, between 9 am and 4 pm by pushing in the test button in the center of the fixture. If you are having any problems with the smoke or CO detectors, notify management by calling 549-0145.**

CARE AND USE OF THE APPLIANCES

Please take the time to read the next section and refer to it when you have problems with appliances. If an appliance will not operate properly, call the office and report the problem. Any appliance which is broken due to misuse by a tenant will be repaired at the expense of the tenant.

1) DISPOSAL (Electric)

To Use: Check to be sure no objects, knives, spoons, bottle caps etc are not in the disposal. Turn on the cold water. Turn the wall switch on to start the disposal. This switch is located on the wall above the sink. Feed food wastes into the disposal. Never put fingers inside drain when the disposal is active. Bulky materials such as grapefruit skins should be cut up before being fed into the disposal. NEVER put bones into the disposal. DO NOT put rice or pasta into the disposal as they will clog the disposal and cause the sink to back up. Onion skins, chicken skins and other light fibrous materials should not be put into the disposal. NEVER attempt to dispose of trash such as glass, bottle caps, clam shells or floor sweepings. The disposal is protected by an overload thermostat to prevent overheating. If this happens, wait at least one minute; then push the reset button at the bottom of the unit. (Make sure the wall switch is "ON"). If the motor does not hum or start, check the switch in the electrical breaker switch box located on the kitchen wall. If the disposal still does not work, report the problem to the office.

2) DISHWASHER (Electric)

To Use: Push the desired setting. Insert dishwasher soap in the dispenser. Push the lever all the way to the right, this will latch the dishwasher. Next, turn the knob to start; you will hear a click sound when you reach this point and the wash cycle will begin.

ALWAYS rinse off your dishes before putting them into the dishwasher. A build-up of food in your dishwasher will prevent its proper operation. Never put plastic items in the dishwasher unless the manufacturer specifies that this may be done. Use only soap products specifically intended for use in automatic dishwashers. Use of other products will burn out the motor. If the dishwasher is not working check the circuit breaker before calling for repair. We advise shutting the dishwasher off half way through the drying cycle as this will conserve on the electricity usage.

3) REFRIGERATOR (Electric)

Do not use the top of the refrigerator for a shelf for any materials. Air must circulate to the back of the unit. If this is obstructed the cooling efficiency is reduced and your unit will not cool at its capacity. Do not overload the drawers and trays.

4) STOVE (Gas)

To operate your top burners, turn the knobs on. If any of the burners fail to light check the pilots under the stove lid. Lift the top of the stove up and in the middle of each side is where the pilot light is. If there is no flame, provided there is not strong odor of gas, touch a match to the pilot and it should ignite. If it does not ignite it means the unit is clogged (usually from food that has boiled over). Clean under your stove lid occasionally as food and grease will accumulate and cause pilots to go out. It is normal for the top of the range to feel warm.

Kitchen Exhaust Fan surface and filter should be kept clean. Exhaust fan silver filters can go in the dishwasher.

To Use the oven: Turn the oven control knob to the desired temperature. There will be a 30-90 second delay before the flame will come on; this is a safety feature that prevents large amounts of gas from escaping should the pilot light be out. To light the oven pilot, pull out the broiler drawer and locate the pilot light. It is approximately in the middle, slightly to the left of the broiler unit. Should your burners or oven fail to light, please make sure that all pilots are lit before calling for service.

5) THERMOSTAT

To Heat the Apartment (Gas)

Set the fan switch to auto and set system switch to heat. Turn the dial to the desired temperature. Should you leave your apartment for an extended length of time between September 15 and May 15, do not turn the heat below 60 degrees, as the cold would cause the pipes to freeze. Damage caused to the apartment because of frozen pipes may be charged to the tenants. **Never turn the heat completely off.**

To Cool the Apartment (Electric)

Set the fan switch to the auto position and set the system switch to the cool position. Turn the dial to the desired temperature. It will not help to cool the apartment more quickly to set the temperature below 70 degrees. Windows should be kept shut to prevent a build-up of humidity.

Air conditioners should never be used during cold weather as this will freeze the unit. The cost of repair will be charged to the tenant.

Air Circulation and Filtration

Do not block the cold air return vent. In a one bedroom unit the vent is located in the corner as you enter the kitchen; in a two and three bedroom unit, it is located under the stairway. Please

keep this vent open. By covering these ducts you put your well being in danger. Without sufficient air the pilot light will go out. This causes seepage of gas into the apartment.

Furnace Closet

Do not use the furnace closet for storage of brooms, etc., as they may interfere with its proper functioning. The filter will be changed at scheduled times throughout the year by the maintenance personnel.

6) **WATER HEATER CLOSET (Gas)**

Some of the one bedroom apartments have a closet in which the water heater is kept. This supplies hot water to four apartments. This heater must not be tampered with under any circumstance. Please notify the office if there is any problem (leaking, etc.) with the heater. **DO NOT STORE ITEMS IN THIS CLOSET.**

7) **FUSE BOX**

Each apartment has a fuse or switch box in the kitchen wall with current breakers. If an electric unit becomes overloaded it automatically throws the circuit off. If this happens wait a few minutes, then locate which switch shut off. Make sure whatever caused the overload has been removed and then flip the switch back on.

8) **TOILETS**

Please keep the toilet cover down at all times. This will prevent toothbrushes, hair curlers, aspirin bottles and other objects from falling into the toilet. The toilet will not accept disposable diapers, Kotex, Tampax, condoms, chicken bones and other such items. If an object is not retrievable, the maintenance personnel will have to break the unit to remove the obstruction. This will be at the tenant's expense.

9) **SHOWERS**

Always use a shower curtain, hang it inside the tub both during the shower and afterwards while it is draining. Damage caused by failure to use the shower curtain properly will be charged to the tenant. If you notice that your tub or shower needs caulking please let the office know so excessive damage can be avoided. Tenants are expected to periodically clean shower to prevent mold or similar growth from occurring.

10) **BULB SIZES** (Or use the equivalent wattage in energy saving light bulbs.)

Any bulb that burns out after a tenant takes occupancy must be replaced by the tenant. The following is a list of maximum bulb sizes to be used in the fixtures which are supplied. Use of bulbs of a higher wattage will result in cracked fixtures, melted wires and a decreased bulb life. Tenant may be charged for damages caused by improper size bulbs.

Kitchen ceiling light	32 W fluorescent
Kitchen fan hood light	40W
Vanity light - bath	40W
Closet, bath lights	60W
Outside light	60W
Light at top of stairs (requires candelabra base)	60W

NOTICES:

Periodically during your tenancy relevant memos will be sent to your apartment. These memos will be left in the mail box at your apartment or taped to your door by Puffton Village personnel. Please be sure to check the mailbox by your apartment for this reason. All notices or rules become effective upon delivery to the apartment.

RENT PAYMENTS:

The Puffton Village Management Office is requesting that rent for any one individual apartment (whether 1 or more tenants are residing there) be **PAID BY ONE CHECK**. This eliminates confusion on the tenants part as to when rent was paid and how much was paid. Please make arrangements amongst yourselves to have one person responsible for full payment of the rent. **Rent is due and payable on the first of every month.** If this is not possible we will accept separate checks. Be sure the individual checks total the complete amount due. We accept cash (we do not have change), check or money order. Any shortage of rent, even if by only one of the tenants, may result in all tenants' tenancy being terminated for non payment.

RESIDENT/VISITOR PARKING:

Commencing with the start of your new lease, you should be aware of the following regarding the parking of vehicles. Signs have been installed throughout the complex explicitly designating parking areas, except for visitor parking (see below). **ALL VEHICLES MUST DISPLAY A VALID PUFFTON VILLAGE PARKING STICKER IN THE DRIVER SIDE WINDOW.** All vehicles not displaying a valid sticker in the driver side window or otherwise improperly parked will be towed at the owner's expense. **PARKING STICKERS ARE VALID SEPTEMBER 1 THROUGH AUGUST 31 OF THE FOLLOWING YEAR.** *The sticker is only valid for the vehicle it was issued for. It cannot be transferred to another vehicle.*

1. Pick up your parking sticker at the Rental Office. **Be sure to have the registration with you. Vehicle MUST be registered to a tenant on lease or a guarantor or provided by tenant's employer.** Do not ask for a sticker if the vehicle is not registered to a tenant on lease or a guarantor.
 2. Make sure that you attach your new sticker inside the vehicle on the **DRIVER'S SIDE WINDOWS ONLY**. These are the only windows of your vehicle that will be checked by towing personnel. If sticker is not displayed in these windows your vehicle will be towed at the vehicle owners expense.
 3. Park your vehicle in the marked spaces only. Parking spaces are clearly marked and are the **ONLY** areas where vehicles may be parked. You may not always be able to park your car right by your apartment, but we will make no exceptions to this rule. It is strictly prohibited for vehicles to park or drive on lawns. Parking in restricted areas, i.e., lawns, front of recycling facilities, fire lanes, etc. will result in the vehicle being towed at the vehicle owner's expense. If vehicles are parked or driven on lawns any charges for landscaping damages will be charged to the vehicle owner or driver.
 4. Vehicles must be registered, have plates attached and be in operating condition with a valid inspection sticker attached. If not the vehicle will be towed at the vehicle owner's expense. No unregistered vehicle may remain on the property. No auto repairs, oil changes or vehicle washing are permitted on the property.
 5. Make all visitors aware that they must use the **VISITORS PARKING AREAS**, which are designated by signs. Visitors can only park in this area for 48 hours at a time. If your visitor will be on site for more than 48 hours please make arrangements with the Management Office for extended visitor parking. Under no circumstance is a visitor vehicle to be parked in the tenant parking areas. If so the vehicle will be towed at the vehicle owner's expense.
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6. It is your responsibility to notify visitors to your apartment of the parking policies. If there are no visitor spaces available they must not use resident parking.
 7. Do not complain to the office that your car or a guest's car was towed if you have not abided by the Puffton Village parking policies.
 8. All vehicles must be moved within 48 hours of a storm in order to remove snow and ice or sooner upon Management's request. In order to plow sidewalks, vehicles must be parked away from the curb so that the car bumper does not extend over the sidewalk. Cars may be damaged by the snowplow if they do not park as advised. Vehicles impeding snow removal can be towed without notice and at the vehicle owner's expense.

SNOW REMOVAL

After a snowstorm, Puffton Village will be responsible for clearing the roadways, parking lots and sidewalks. It will be done at reasonable times and in a reasonable manner. As this is a large complex, the time needed to remove snow will vary with the amount of snow and other conditions. Management cannot guarantee snow will be plowed at a specific hour or time. **Please do not request special treatment in snow removal.** Please see parking for rules pertaining to snow removal and the parking of vehicles.

PARTY REGULATIONS:

We caution you that certain regulations are necessary out of respect for your neighbors and the property. In order to avoid liability for property damage and lives of others, wise management of alcoholic beverages is essential. Permitting any minor to consume an alcoholic beverage can be traced to you and may lead to personal liability for grave injury to persons and property which is in any way connected with such negligence. Therefore, in the interest of the general welfare of tenants and the Management of the property, the following rules must be adhered to for any sort of gathering. Violation of the regulations constitutes personal liability, a violation of your lease and a possible violation of the law.

- 1.** The number of guests at any gathering must not exceed building code safe occupancy levels. In Puffton Village Apartment units this number is 12 which include resident tenants. The presence of individuals at a unit in excess of the safe occupancy levels constitutes a violation of your lease.
- 2. KEGS OF ANY SIZE ARE BANNED FROM UNITS AND ALL COMMON AREAS INCLUDING THE GROUNDS** (this is an Amherst bylaw) of the complex and if placed there will be confiscated in addition to police action being taken. Your tenancy does not include the right to use the common areas for consumption of alcoholic beverages.
- 3.** Common areas are not to be used for the storage of alcoholic beverages or your personal debris.
- 4.** Music or entertainment shall be kept at reasonable levels at all times and if audible outside your unit after 10:00 pm in the evening will constitute a nuisance or an offensive use of your premises and hence a violation of your lease regardless of any police action.
- 5.** If there is a gathering in any unit and property damage occurs in the vicinity of the unit, **THE TENANTS OF THE UNIT** may be billed jointly and severally for all the damages identifiable to that gathering. In the event of such damages, guarantors of all tenants under the terms of your lease will be notified and legal action may include action against all guarantors.
- 6.** Management will keep a record of any gatherings and such information will be available to public authorities for the purpose of identifying sources should any personal injury accidents arise as a result of such gatherings. Management will take legal steps to insure that those legally responsible are held accountable for all damages caused by their actions or their negligence.

SELECTED TOWN BY-LAWS

All residents should review these. A copy is found at the end of this addendum. Failure to follow them could result in not only a violation of your lease but legal issues with the Town of Amherst.

RECYCLING AND THE DISPOSAL OF RUBBISH & TRASH:

Do not store trash or rubbish outside your unit. A charge of \$50.00 will be assessed for any trash that our Grounds Maintenance Staff has to remove from in front of your unit. This policy holds whether you have had the rubbish outside for 5 minutes or 5 hours.

The Board of Health of the Town of Amherst has mandated that all apartment complexes be in compliance with laws passed regarding the separation and disposal of rubbish, trash and recyclable items. To comply with this mandate, Puffton Village has built several recycling centers located in the following areas:

- ◆ Directly across from the Swimming Pool (adjacent to Apartment #501)
- ◆ Adjacent to Apartment #349 & 350
- ◆ Adjacent to Apartment #209 & 210

Please familiarize yourself with the recycling centers as this is the area where you must bring your trash. Because of the compactors **DO NOT** let any children go to the recycling areas alone. We suggest that parents impress upon their children the danger of entering these areas.

All rubbish and trash brought to any recycling center must be sorted as follows and put in the correct bin or dumpsters that have been provided.

- 1.** Corrugated cardboard - all cardboard must be cut up into 2' x 2' pieces before being put into recycling bin for cardboard.
- 2.** Newsprint, newspapers and magazines.
- 3.** Clear glass, colored glass, plastic and cans. Glass, plastic and cans must be cleaned of all residues.
- 4.** All other non hazardous waste material goes into compactors in a "clear bag," as mandated by the Town of Amherst.
- 5.** Upon written notice these rules may be amended or supplemented as recycling and trash removal rules or needs change

A person will check the recycling centers at various times to inspect all trash for compliance, as contaminated trash subjects Puffton Village to heavy fines from the Town of Amherst and possible loss of use of the landfill. The issue of recycling is of major concern to everyone, and requires the cooperation of all residents. Heavy fines are imposed upon any persons who disregard the recycling requirements.

PETS

Pets are **not allowed on the premises** whether owned by the Lessee(s) or guests or visitors. ANY animal on the premises may constitute grounds for eviction of the Lessee(s) without additional notice. All consequences of any pet on the premises shall be the responsibility of the Lessee(s) including carpet cleaning and fumigation if required. If infestation occurs, Lessee shall be responsible for costs of cure and loss of rent for unit and other units in the building if infested. If Lessee has a valid medical need for a pet, Lessee must apply for and receive a reasonable accommodation **prior to the presence** at the property. Reasonable accommodation requests are reviewed on a case by case basis.

ROOFS

Sunbathing or any other use of the roofs is strictly prohibited, except as means of egress in the event of fire or other similar emergency. Any entry upon the roof(s) by Lessee(s), Lessee's family or guests is a violation of the Lease and constitutes grounds for eviction.

ENERGY CONSERVATION

Gas, water and heat. During the winter months please take special note of the following. Try to make sure your windows are tightly closed. If possible, put insulated or heavy drapes on the windows. Keep the thermostat set at 64 at night or 68 degrees during the day.. Please report all leaks and running toilets as soon as possible. **NEVER TURN THE HEAT OFF**. You must maintain your heat between September 15 and May 15 at a minimum of 60 degrees.

LEASE TRANSFERS (Remove and/or Add name to lease)

Changing the name(s) on the lease

A tenant cannot terminate their lease before the expiration date unless they find someone to take over the lease who is acceptable to management at its' sole discretion. The individual(s) that wishes to take over the lease must complete a rental application package and if necessary co-signer application. The current tenant(s) submits these application package(s) with the **REQUEST FOR LEASE CHANGE FORM** that can be found in the rental office. There is a charge of \$100.00 paid to the management office to process the transfer paperwork. The charge is subject to change by Management at its' sole discretion. A transfer of Security Deposit form must be signed by the departing tenants(s) and replacement tenant(s). Incoming residents accept the condition of the apartment "as is". Puffton does not clean, paint or shampoo. We will fix damaged items that have been paid in full by the outgoing residents.

SUBLETTING IS NOT A TRANSFER. When you sublet, you as the tenant(s) on lease will remain on Lease and responsible for the rent and any damages that may occur. A copy of any Sublet agreement must be supplied to the Rental Office. Subletting is only allowed with prior written permission of Lessor.

LEASE EXPIRATION

Written notice of your intention to renew or vacate your apartment must be received ninety (90) days in advance of the expiration date. If you choose to renew your lease the new lease must be signed before the current lease expires. If a new lease is not signed prior to the end of your lease term, your tenancy will end on the last day of your original lease form. No notice to quit is necessary to seek possession if you do not move after your lease term.

MOVE OUT INSPECTION

When you moved into your apartment a check list of its condition was made in your presence by one of the Puffton inspectors. You signed this move in inspection report and were given one copy. When you leave your apartment, the manager expects the apartment to be returned in similar condition except for normal wear. You will need to make an appointment at the office for a move out inspection.

An apartment is ready to be inspected when it has been emptied of belongings and has been cleaned. At least one tenant must accompany the inspector and sign the inspection form. Return all keys at the time of the inspection. Include a forwarding address on the inspection form.

Arrangements should be made with the telephone company to disconnect the phone. You also must notify the electric company to read out for a final bill. You are responsible for electricity through the end of your lease. Mail box keys must be returned to the post office.

All keys and laundry cards must be returned to the inspector at the time of the move out inspection. If not, the tenant will be assessed the replacement costs.

The following is a guide to what is expected by the management as far as cleaning of the apartments for the inspection.

Kitchen

Stove, burners (lift up the top of the stove and clean), oven and broiler pan must be cleaned. Stove hood and exhaust fan must be cleaned of all grease. The silver filter (not charcoal filter) can be run through the dishwasher. Refrigerator must be defrosted and cleaned. Make sure you DO NOT USE ANY SHARP INSTRUMENTS to defrost the refrigerator. Cabinets must be cleared of all food and washed out.

Bathroom(s)

Tub and shower units must be cleaned and scrubbed of all dirt, mold and green water build up. Toilets and sinks must be clean.

Floors

Floors must be swept, mopped and cleaned of all dirt build up. All carpets must be vacuumed.

SECURITY DEPOSIT

When you secured your apartment for rental, you paid a security deposit. This security deposit is held by the management to cover the cost of damage other than normal wear and tear and for cleaning if necessary. The security deposit is not to be considered rent for the last month or any other month.

Security deposits are mailed within thirty days after the expiration date of the lease to the forwarding address supplied on the move out inspection form. If deductions have been made you will receive an itemized statement. The security deposit, or the balance after deductions, will be returned in a single check with all names that appear on the lease. All security deposits earn the prevailing annual rate of interest up to 5%, provided they are held for a twelve month period. If you do not want all the names on the check we must receive a written request from all roommates giving us permission to issue the check in one name only. This must be received before the returns are processed.

RESIDENT COMPLAINT PROCEDURE

We will handle all resident complaints and grievances in the following manner.

1. We will address all health and safety issues immediately upon learning of them
2. We will take immediate action whenever possible with other issues.
3. We will always respond in a professional and respectful manner
4. When needed we will request a written letter outlining the complaint or problem

Resident complaints fall under three major categories.

1. **Maintenance Issues:** Items that need to be repaired, painting, flooring/carpeting, reasonable accommodations and exterior maintenance. Residents may contact the office in person or by phone. A work order is then generated. After hours residents that have emergency issues call our main number and the answering service will contact the on call person. If the problem is not addressed in a timely fashion the resident should contact the office and the maintenance supervisor will be notified of the problem and asked for a resolution date. If the problem is still not rectified to the resident's satisfaction the resident should submit a letter to the manager for a final determination.
2. **Leasing Issues:** Items regarding lease terms, renewal, subletting or the additions or removal of people on lease. Residents may contact the leasing office with concerns or problems. The staff will explain the lease provision or guidelines followed by the property. If the resident is not satisfied with these explanations or would like an exemption they must submit their request/complaint in writing to the Property Manager. The resident will be notified of the Property Manager's decision within seven business days.
3. **Tenant Relation Issues:** Items such as roommate issues, problems with neighbors or complaints regarding staff members. Residents with a roommate issue may be asked to meet with all their roommates and the Property Manager or a staff member to help find a resolution. Or they may be directed to an outside resource to help resolve the issues. Complaints regarding neighbors

must be in writing. Management will then notify the offending resident of the lease violation and request a meeting. Management will assume the problem has been resolved unless the complaining party notifies management of a continued issue. Complaints regarding the actions of a staff member will be directed to the Property Manager. These complaints will be investigated and proper action will be taken if the employee is found to be in violation of company policy.

We are committed to providing service to our residents.



Amherst Town By-laws /Massachusetts General Laws

ALL FINES INCREASED TO \$300 FOR TBL VIOLATIONS

TBL A2 s6 **Open Containers of Alcohol / Public Property**

No person shall consume any alcoholic beverage nor possess or transport any open can, bottle or other container containing any alcoholic beverage outdoors on any town street, sidewalk, way and public property including but not limited to parking lots, parks, school playgrounds, recreation areas, or conservation areas.

Penalties- \$300 civil infraction or any person or persons who violate this by-law may be arrested without a warrant, provided that the violation occurs in the presence or view of a Police Officer.

TBL A2 s3 **Unlawful Noise**

It shall be unlawful for any person or persons to create, assist in creating, continue or allow to continue any excessive, unnecessary, or unusually loud noise which either annoys, disturbs, injures, or endangers the reasonable quiet, comfort, repose, or the health or safety of others within the town of Amherst.

If the person or persons responsible for an activity cannot be determined, the person in lawful custody and/or control of the premises, including but not limited to the owner, lessee or occupant of the property on which the activity is located, shall be deemed responsible for the violation.

Penalties- Verbal Warning issued or \$300 civil infraction. Any person or persons who violate this by-law may be arrested without a warrant, provided that the violation occurs in the presence or view of a Police Officer.

TBL A24 s4 **Keg Possession**

Within the Town of Amherst, it **shall be unlawful** for any person other than a licensee at a licensed establishment or activity **to sell or dispense a malt beverage from a keg, or to otherwise possess a keg, unless such person has been issued a valid keg license.**

An application for a keg license may be picked up at the Amherst Police Department.

Penalties Any person in violation shall be fined \$300 for a first offense and subsequent offense.

MGL C269: S2 Refuse to depart or assist suppressing assembly

Section 2. Whoever, being present and being so commanded to assist in arresting such rioters or persons so unlawfully assembled, or in suppressing such riot or unlawful assembly, **refuses or neglects to obey such command, or, if required by such magistrate or officer to depart from the place, refuses or neglects so to do, shall be considered one of the rioters or persons unlawfully assembled, and shall be punished by imprisonment for not more than one year or by a fine of not less than one hundred dollars or more than five hundred dollars, or both. A police officer may arrest without a warrant any person who violates this section.**

MGL C138: S34C Minor Possession/Transporting Alcohol

Section 34C. **Whoever, being under twenty-one years of age and not accompanied by a parent or legal guardian, knowingly possesses, transports or carries on his person, any alcohol or alcoholic beverages, shall be punished by a fine of not more than fifty dollars for the first offense and not more than one hundred and fifty dollars for a second or subsequent offense; provided, however, that this section shall not apply to a person between the ages of eighteen and twenty-one who knowingly possesses, transports or carries on his person, alcohol or alcoholic beverages in the course of his employment.**

A police officer may arrest without a warrant any person who violates this section.

A conviction of a violation of this section shall be reported forthwith to the registrar of motor vehicles by the court, and said registrar shall thereupon suspend for a period of ninety days the license of such person to operate a motor vehicle

TBL A2 Nuisance House

The Town of Amherst will impose liability on property owners and other responsible persons for the public nuisances and harm caused by loud and unruly gatherings on private property and shall discourage the consumption of alcoholic beverages by underage persons at such gatherings

Public Nuisance - means a gathering on any premises in a manner which constitutes a violation of law or creates a substantial disturbance of the quiet enjoyment of private or public property in a significant segment of a neighborhood. Unlawful conduct includes, but is not limited to excessive noise, excessive pedestrian and vehicular traffic, obstruction of public streets by crowds or vehicles, illegal parking, public urination, fights, disturbances of the peace, littering and the service of alcohol to underage persons.

It is unlawful for any person having control of any premises to knowingly host, permit, or allow a gathering to take place where at least one underage person consumes an alcoholic beverage, provided that person either knew or reasonably should have known that an underage person consumed an alcoholic beverage, and that person failed to take reasonable steps to prevent the consumption of alcohol by an underage person.

Penalties- Violators will be fined in the amount of \$300 for first and subsequent offenses.

The Amherst Police Department is committed to ensuring the safety of the residents of Amherst, the safeguarding of all constitutional guarantees and the protection of property. This mission will be accomplished by our commitment to rapid suppression of any and all riotous activities, and enforcement of all applicable Massachusetts General Laws and Town By-Laws. The above information is intended as a reference only. It is provided for you by the Amherst Police Department. It is intended as a reference only. More information can be obtained on line @ amherstma.gov or Mass.gov/legis/laws/mgl.