



## **RULES OF OCCUPANCY FOR RESIDENTS of FORGE HILL ESTATES**

- 1.** Forge Hill Estates is a non-smoking residential complex and campus. Smoking anywhere on the Forge Hill Estates campus, and in any of the apartments, townhouses and common areas (separately or collectively, the “**premises**”), is strictly prohibited.
- 2.** Resident will not use or allow the premises or any part thereof to be used for any unlawful purpose.
- 3.** Resident will not cohabit or sub-let the whole or any part of the premises without the written notice to Landlord and compliance with Landlord’s rules.
- 4.** Resident will keep the premises in good order and condition, without limitation, including appliances, flooring, countertops, fireplaces, plumbing, heating, air conditioning and surrender same at the expiration of tenancy in the same condition in which they were received.
- 5.** Resident will allow Landlord or its agents to have access to the premises at any reasonable time for the purpose of inspection, maintenance or repairs which Landlord considers necessary or desirable; Landlord shall not be liable for any damage by reason of repairs or maintenance whether caused by negligence of Landlord or otherwise.
- 6.** Resident will give Landlord prompt notice of any damage, defects or breakage in the structure, appliances, systems, equipment or fixtures of said premises.

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- 7.** Resident will create NO hazardous conditions and will give Landlord prompt notice of any hazardous conditions Resident shall not use extension cords or the like to run electrical appliances or equipment. Nor shall Resident use hoses or other means to consume the Forge Hill Estates water supply.
- 8.** Resident shall make no alterations of premises without written permission of Landlord. Any property affixed to the premises shall become a fixture owned by Landlord. In the case of enclosed patios, Resident shall be responsible for all maintenance and repairs other than roof maintenance and repairs.
- 9.** Landlord will not be responsible for accidents, injuries or loss of property by fire, theft, wind, floods or other natural acts which are beyond its control.
- 10.** Resident will conform to these rules and regulations as well as those Landlord makes from time to time for the management of the premises, its corridors, porches, lobbies, drives, grounds, and other appurtenances, and for the delivery of goods, merchandise, and other objects. Residents may not conduct commercial activities on the premises.
- 11.** Resident accepts liability for any violation of these rules and regulations and for any conduct which causes damage, is disruptive or interferes with comfort or safety by Resident or by his or her children and/or guests. In addition, Resident is liable for a \$50.00 per day guest fee for any guest who remains on the premises for longer than 7 days.



- 12.** No water beds are allowed on the premises.
- 13.** Resident will not place any object on the outside window ledges or balcony rails of said premises, or on the roof of the building. No nails, hooks, screws, adhesive hangers, brackets and the like, except standard picture hangers within your living space and not visible outside of your living space, are allowed on the premises.
- 14.** Residents must furnish their own electric light bulbs and like items.
- 15.** Children will not be permitted to play in public halls or entrance steps of buildings.
- 16.** Resident is not permitted to sit on front entrance steps. The storage of toys, baby carriages, bicycles, trailers, recreational vehicles, trade vehicles, equipment, etc., in the premises, hallways, on the walks, lawns, parking areas is prohibited. Landlord reserves the right to impound any article left in or upon these spaces.
- 17.** Bundles, refuse, newspapers, or articles of any description are not to be left in public halls. Refuse/garbage/trash is to be placed in the appropriate Village of Ilion refuse bags in appropriate covered containers and placed at the curb Thursday evenings. Trash containers must be removed from the curb by Friday evening.
- 18.** The hanging or placing of laundry or other articles on or from any balcony, patio, or other portion of the exterior of any building or on lawns, or upon any pole, post or tree is prohibited. Landlord reserves the right to impound any laundry or other articles so hung on the lawns or exterior of any building. This does not prohibit the use of customary porch furniture on the balconies or patios.



**19.** Loud, boisterous or disorderly conduct or other manners offensive to any other occupants of the building, or building employees, will not be permitted on the premises. This includes any musical instrument, radio or television so loud that the same can be heard outside an individual residence.

**20.** Throwing articles of any kind, creation of noxious or offensive odors or shaking mops, rugs or dust cloths or like items of any nature from the windows, balconies or in the public halls will not be permitted.

**21.** Additional or substitute locks shall not be put on doors without written permission of the Landlord.

**22.** The washing of cars on the campus is prohibited.

**23.** Vehicles shall be parked in the designated areas. Each apartment/townhouse is allotted two parking places which are marked with the apartment number. If additional parking is needed for guests, there are unmarked parking spaces available near Buildings A and C. All residents and guests must be registered with Forge Hill Estates including, but not limited to, name, address, employment, driver license, vehicle information, etc.

**24.** Time is of the essence in payment of rent. Rent shall be made payable to Forge Hill Estates and either paid on our website - [forgehillestates.com](http://forgehillestates.com) - or delivered to the main office located at 17 Forge Hill Drive, Ilion, New York, 13357. All rents are due on the 1st of each month. There will be a late charge of \$50.00 for any rent payment which Landlord does not receive by the 5<sup>th</sup> of the month due.

**25.** NO pets are allowed on the premises.



**26.** Violation of these rules and regulations or any one of them by Resident or his or her children or guests shall be sufficient cause for termination of tenancy forthwith upon written notice to quit from Landlord.

**27.** Resident shall save, hold and keep harmless and indemnify Landlord from payments, expenses, costs, reasonable attorneys' fees and from claims and liability for loss or damage to property or injuries to persons occasioned wholly or in part by or resulting from any acts or omissions by Resident or his or her children and/or guests for any cause or reason whatsoever arising out of Resident's occupancy.

**28.** Landlord reserves the right to amend these rules and regulations as circumstances require, upon prior written notice to Residents.

**29.** If it is necessary for the Landlord to enforce any of these rules, or to collect rent or other sums due, Resident will be responsible for all costs and expenses including, without limitation, reasonable attorneys' fees.

**30.** The occupancy security deposit paid by Resident may be used by Landlord in amounts necessary to defray cleaning, repairs, and unpaid rent or other charges owed by Resident relating to the premises, in which case Resident will replenish the occupancy security deposit. The amount of the occupancy security deposit is set by Landlord from time to time. Currently, the security deposit amount is one month's rent.

**31.** The relationship between Landlord and Resident is a month-to-month tenancy which can be terminated without cause by either Landlord or Resident upon appropriate written notice.

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**32.** Resident shall not heat or cool unconditioned areas of the premises. Space heaters and combustion devices or materials of any type are strictly prohibited. Neither shall Resident misuse water, waste disposal or other utilities.

**33.** Resident shall be required to register and to reserve the use of the community room and to pay Landlord a \$150 community room security deposit. The community room security deposit of \$150 shall be held by the Landlord as security for any damage to or loss to the community room. If there is no loss or damage, then the community room security deposit will be returned to the Resident. However, if the loss or damage exceeds the \$150 community room security deposit, then the Resident agrees to be responsible for any excess which shall be chargeable to the Resident and paid to the Landlord upon demand. Landlord may deduct the cost of such loss or damage from Resident's occupancy or community room security deposit, after which it shall be the Resident's responsibility to replace the security deposit in full. It is further understood and agreed by the Resident that after use the community room shall be returned to its condition immediately prior to its use.

Thank you,

**JK Hage III**