

***FORGE HILL ESTATES***

***Forge Hill Drive, Ilion, New York 13357***

***The Gabriel Group***

***Telephone (315) 895-7150***

**RULES OF OCCUPANCY FOR FORGE HILL ESTATES**

**March 1, 2015**

1. Forge Hill Estates is a non-smoking apartment complex and campus. Smoking anywhere on the Forge Hill Estates campus, and in any of the apartments and building common areas, is strictly prohibited.
2. Tenant will not use or allow said premises or any part thereof to be used for any unlawful purpose.
3. Tenant will not sub-let the whole or any part of said premises without the written consent of Landlord first, had and obtained.
4. Tenant will keep said premises in good order and condition, without limitation including appliances, flooring, countertops, fireplaces, plumbing and heating, and surrender same at the expiration of tenancy in the same condition in which they are received.
5. Tenant will allow Landlord or its agents to have access to said premises at any reasonable time for the purpose of inspection, or of making any repairs Landlord considers necessary or desirable; and Landlord shall not be liable for any damage by reason of said repairs whether caused by negligence of Landlord or otherwise.
6. Tenant will give Landlord prompt notice of any damage, defects or breakage in the structure, equipment or fixtures of said premises.
7. Tenant will give Landlord prompt notice of any hazardous conditions which are known to be a violation of these rules and regulations, or otherwise.
8. Tenant 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, Tenant 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. Tenant will conform to the rules and regulations hereinafter set out as well as those hereafter made by Landlord for the management of the building, its corridors, porches, lobbies, drives, grounds, and other appurtenances, and for the delivery of goods, merchandise, and other things by trades people and other persons.
11. Any violation of these rules and regulations by Tenant or his or her children and/or guests that is uncorrected by Tenant, or that causes damage to a dwelling or interferes with the comfort or safety of another Tenant, shall be grounds for termination of tenancy.
12. No water beds are allowed on said premises.

Updated March 1, 2015

13. Tenant will not place anything upon the outside window ledges or balcony rails of said premises, or on the roof of the building.
14. Tenant must furnish his own electric light bulbs, fuses, fluorescent starters, and like items.
15. Children will not be permitted to play in public halls or entrance steps of buildings.
16. Tenant is not permitted to sit on front entrance steps. The storage of toys, baby carriages, bicycles, etc., in the entrance or on the front walks or lawns 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 is to be placed in the appropriate Village of Ilion refuse bags or containers and placed at the curb Thursday evenings. If trash containers are used, they must be removed from the curb by Friday evening.
18. Clothes washers and dryers owned by Landlord and now in service will be maintained by Landlord's employees.
19. 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.
20. Loud, boisterous or disorderly conduct or other manner 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 the apartment.
21. Throwing articles of any kind, 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.
22. Additional or substitute locks shall not be put on doors without permission of the Landlord.
23. The washing of cars on the grounds or parking areas is prohibited.
24. Vehicles shall be parked in the designated areas. Each apartment is allotted two parking places which are marked with the apartment number. If additional parking is need for guests, there are unmarked parking spaces available near Buildings A and C.
25. In respect to payment of the rent, time is very much of the essence. Rent shall be made payable to Forge Hill Estates and 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 \$20.00 per month for any rent payment not received by the 1st of the month due.
26. No pets are allowed on the premises.
27. Tenant may use the gathering/community room upon registration and reservation in writing with Landlord.

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

29. Tenant shall save, hold and keep harmless and indemnify Landlord from and for any and all payments, expenses, costs, reasonable attorneys' fees and from any and all claims and liability for losses or damages to property or injuries to persons occasioned wholly or in part by or resulting from any acts or omissions by Tenant or his or her children and/or guests for any cause or reason whatsoever arising out of or by reason of the occupancy by Tenant.

30. Landlord reserves the right to amend these rules and regulations as circumstances require, upon prior written notice to Tenants.

31. If it is necessary for the Landlord to enforce any of these rules, Tenant will be responsible for all costs and expenses including all reasonable attorneys' fees.

32. The security deposit paid by Tenant may be retained by Landlord in amounts necessary to defray cleaning, repairs, and unpaid rent or other charges owed by Tenant. The amount of the security deposit is set by Landlord from time to time. Currently the security deposit amount is \$1,200.00. Please note that a portion of your security deposit in the amount of \$200 is non-refundable and will be applied toward the redecoration expense of your apartment or townhouse.

33. The relationship between Landlord and Tenant is a month-to-month tenancy which can be terminated without cause by either Landlord or Tenant upon thirty (30) days' notice to the next 1st of the month.

34. Tenant shall not heat or cool unconditioned areas of the premises.

35. Tenant shall be required to register and reserve the gathering/community room along with providing a \$150 security deposit. The security deposit of \$150 shall be held by the Landlord as security for any damage to or loss of personal property in the gathering/community room. If there is no loss or damage, then the deposit will be returned to the Tenant in due course. However, if the loss or damage is in excess of the \$150 deposit, then the Tenant agrees to be responsible for any excess which shall be chargeable to the Tenant and paid to the Landlord upon demand, or, Landlord may deduct any said loss or damage from Tenant's residential security deposit, after which it shall be the Tenant's responsibility to replace the security deposit in full. It is further understood and agreed upon by the Tenant that the facility shall be returned to the condition as presented immediately prior to the rental.