

COLONIAL SQUARE SENIOR VILLAGE APARTMENT LEASE

THIS LEASE is entered into by and between RM14 Holdings, LLC, dba Colonial Square Senior Village; known as LESSOR and _____, known as LESSEE.

WITNESSETH:

LESSOR does hereby lease the premises described as apartment number #____ located at **110 Creekside Drive Painted Post, NY 14870** together with the fixtures, carpeting and appliances therein (referred to herein as the "APARTMENT"), unto LESSEE for a term beginning _____, **201** and ending on _____, **201**, unless sooner terminated or extended as hereinafter provided. At the conclusion of the initial term, this lease will continue automatically on a month-to-month basis until terminated by either party to the lease. All leases are concurrent, with lease termination effective on the last day of the month.

In consideration whereof, and of the covenants herein expressed and in reliance on statements made on the rental application by LESSEE, it is covenanted and agreed as follows:

1. RENT

LESSEE agrees to pay LESSOR as rent for the Apartment a monthly rate of \$_____ in advance, due on the first day of each month during the term of this lease. All payments for rent shall be made by LESSEE to LESSOR at the following address: **110 Creekside Dr Painted Post, NY 14870**, and must be in the form of personal check, money order or cashier's check. No cash may be accepted.

- a. In the event any rent hereunder is not paid prior to the close of business of the 6th day of the month in which rent is due, LESSEE shall be charged a late fee of \$50 to be included with the rental payment. In addition, in the event any rent hereunder is paid by means of a check and such check is returned unpaid for whatever reason, the LESSEE agrees to pay LESSOR promptly upon demand the sum of \$50 (fifty dollars) as a reasonable amount to defray LESSOR'S administrative and handling expenses caused by a returned check. Returned checks resulting in late payment of rent is subject to the above listed late fee. In addition, LESSEE must immediately replace returned checks with cashiers check or money order ONLY. LESSOR'S failure on any occasion to demand payment of penalties shall not be deemed as a waiver of the right to demand the above charges on any future occasion. Acceptance of rents other than the due date does not alter the due date.

2. SECURITY DEPOSIT

Security deposits are not collected by LESSOR unless other arrangements as approved by the Assistant Director of Senior Services. Upon relinquishment of Premises, LESSEE will return the property to a condition as described in item 15. damages, loss of rent or other charges will be assessed within 30 days of move out, if applicable. Failure to pay such charges may result in collection action by LESSOR.

3. PET DEPOSIT/PET CLEANING

Animals such as birds, dogs, cats or other animals will **not** be allowed or permitted in, upon or about the premises without the express **written** consent of the LESSOR. If such consent has been given, LESSEE will give LESSOR a one time \$300 non-refundable payment. The LESSEE agrees to allow LESSOR to charge the full cost of carpet cleaning or replacement, repairs, pest extermination and air freshener, if applicable, to the LESSEE. LESSOR reserves the right to inspect LESSEE'S apartment for damages that may have been caused by LESSEE'S pet(s) and if any damage or unnecessary disturbance has occurred because of pet(s), LESSEE will agree to vacate premises and the lease will be considered broken or to remove the pet. An assistance animal is not considered as a "pet" and is not subject to pet fees and deposits, but LESSEE must comply with safety, health and sanitation rules. Visiting pets are not allowed on the Premises.

PET TYPE AND SIZE _____

4. UTILITIES

LESSEE shall initiate, contract for and obtain and terminate in its name, all utility services required on the premises, including electricity, and services not already provided by LESSOR. LESSEE shall pay all charges for those services as they become due. LESSEE is responsible to meet and admit utility representatives into premises. LESSOR may elect to terminate this lease if LESSEE fails or refuses to pay the charges for utility services as assessed or incurred. LESSEE agrees not to waste any utilities provided by LESSOR. LESSOR will provide gas service, hot water, water/sewer and trash removal. LESSOR will provide standard cable within the rent structure.

- a. LESSOR shall not be liable for any personal injury or property damage resulting from negligent operation or faulty installation of utility services provided for use on the premises, nor shall LESSOR be liable for any injury or damage suffered by LESSEE as a result of the failure to make necessary repairs to the utility facilities.

5. CONDITION OF PREMISES - MOVE-IN POLICY

LESSEE has inspected the APARTMENT and is satisfied with the physical condition thereof, and LESSEE'S taking possession of the APARTMENT shall be conclusive evidence that the same was in good condition and repair and complied with all building and occupancy laws unless expressly noted in writing on the Apartment Condition Report. LESSEE agrees that no representations as to the condition or repair of the APARTMENT have been made except as herein contained and that no promise to decorate, alter, repair or improve the APARTMENT prior to or during the term has been made, unless expressly provided in this lease and the Apartment Condition Report, which is an attachment to and part of this lease.

6. CONDITION OF PREMISES- OCCUPANCY

LESSEE shall take good care of the apartment and its fixtures, furniture and furnishings, and shall report promptly in writing to the manager when any equipment or fixture or portion of the APARTMENT is out of repair. LESSEE shall be responsible for personal maintenance and cleaning of the APARTMENT, and for upkeep and cleaning of any patios, balconies, wood decks or other areas reserved for the private use of LESSEE. All plate and other glass now in the APARTMENT is at the risk of LESSEE, and if broken, is to be replaced by and at the expense of LESSEE. No alterations, additions or improvements in the APARTMENT or the building or grounds in the complex of which the APARTMENT is a part may be made by LESSEE without the express prior written consent of LESSOR. Any alterations, additions, improvements put in at the expense of the LESSEE shall become the property of LESSOR and shall remain upon and be surrendered with the APARTMENT as part thereof at the termination of this lease, or returned to the original condition at the discretion of the LESSOR. If LESSOR consents to any work, LESSEE shall indemnify and hold LESSOR harmless, against any and all claims, costs, damages, liabilities and expenses (including attorney's fees) which may be brought or imposed against or incurred by LESSOR in connection with such work. All mechanics liens filed by reason of such work shall be discharged by LESSEE, at his/her expense, within ten (10) days after filing.

- a. LESSEE shall be responsible and liable for any and all injury or damage done to the APARTMENT or to the building or complex in which the same is located, or the lawns, grounds, trees, shrubbery, sidewalks and complex surrounding the building, or to any and all property of LESSOR or other tenants caused by LESSEE'S acts or omission, or by those of LESSEE'S family, servants, agents, guests, permittee, invitee, other persons or pets whom LESSEE permits to be in, on or about the APARTMENT, building or complex, including injury or damage due to the operation, maintenance or control of heating and cooling equipment, appliances, fixtures and LESSEE shall also be liable for damage due to the failure to maintain heat therein to prevent damage to the APARTMENT. The extent and amount of damages to be

charged to the LESSEE shall be determined by the LESSOR and shall be payable on demand by LESSOR. Should LESSOR pay or be required to pay or have expense for any act or omission by virtue of LESSEE'S tenancy, or caused by, through or under LESSEE, his family, servants, agents, guests or others, then the same shall be paid by LESSEE as accrued additional rent.

7. ACCESS

LESSOR reserves the right in accordance herewith to enter the APARTMENT with twenty-four (24) hour notice in advance in order to inspect same, make necessary or agreed repairs, decoration, alterations or improvements, supply necessary or agreed services, or exhibit the APARTMENT to prospective or actual purchasers, mortgages, tenants, workmen or contractors, or as is otherwise necessary in the operation and/or protection of the building, its components or persons therein.

- a. At LESSOR'S discretion, LESSOR may retain and use copies of any keys necessary for access to the APARTMENT within the last 30 days of this lease, after default of lease by LESSEE or within the 30 days of LESSEE'S notified intent to vacate. LESSOR retains the right to show the APARTMENT for rent with sufficient notice. LESSEE specifically consents that LESSOR may enter the APARTMENT for the above purposes at times when LESSEE is not present. Notice is not required to enter in the case of emergency or upon LESSEE request for service or repair.

8. INSURANCE

LESSEE should and can insure possessions and hold harmless LESSOR for any of his/her possessions in the APARTMENT or any other part of the building or complex. LESSEE may be held responsible for loss or damage due to neglect, misuse or accident. Any possessions of the LESSEE shall be placed in said APARTMENT, building or complex at the risk of the LESSEE only.

- a. LESSEE further agrees that LESSOR, its agents and employees shall not be liable for damage to the persons or property of LESSEE or any other person occupying or visiting the APARTMENT, building or complex, becoming out of repair (as example and not by way of limitation, damage caused by water, snow, ice, frost, steam, sewage, sewer, gas or odors, heating, cooling or ventilating equipment, bursting or leaking pipes, faucets and plumbing fixtures, mechanical breakdown or failure, electrical failure, security services or devices or mail boxes being misused or becoming temporarily out of order or fire), or due to the happening of any accident in or about the building complex or due to any act or neglect of any other tenant or occupant of the building, or any other person.
- b. LESSEE further hereby agrees to fully indemnify, protect, defend and save harmless LESSOR from and against any and all claims, demands, charges,

costs, attorneys' fees and liability for or relating to any loss, damage, injury or other casualty to persons or property, caused by, growing out of, or injury, or other casualty to persons happening in connection with LESSEE'S use or occupancy of the APARTMENT or LESSEE'S use of any equipment, facilities or property in, on or adjacent to the building and complex in which the APARTMENT is located.

9. ABANDONMENT OF PERSONAL PROPERTY

Any personal property of whatever kind left outside the APARTMENT or left in the APARTMENT or any storeroom, storage area or garage spaces by LESSEE upon his abandonment or vacating thereof (whether or not at termination of this lease) shall be deemed abandoned, and the LESSEE or other owner thereof shall have no further right or claim thereto, and LESSOR shall have the right and option to take possession of such property and sell, destroy, or otherwise dispose of the same.

10. RULES OF CONDUCT FOR OCCUPANCY

Any rules of conduct attached to this lease shall be a part of this lease. LESSEE agrees to keep and observe these rules of conduct and also agrees to keep and observe reasonable rules as may be promulgated by LESSOR or LESSEE'S agent for the necessary and proper care of the building and complex, provided such rules do not materially change the terms contained in the body of this lease.

11. DEFAULT

Default happens if LESSEE:

1. Shall fail to pay the rent or additional rent when due, or
2. Shall default in fulfilling any of the covenants of this lease and said default continues for five (5) days after LESSOR gives notice to LESSEE of said default, or
3. Vacates or abandons the premises, or
4. Shall fail to move in and take possession of the premises within thirty (30) days after the commencement of the term, or
5. Makes any misrepresentation on the Application for Apartment Lease, or
6. Acquires a petition in bankruptcy filed against LESSEE or a receiver is appointed for any of the said foregoing events, (each of which is a default).
 - a. LESSEE'S right to possession of the above named premises shall terminate immediately with 5 days notice.
 - b. In any of the foregoing events, LESSOR may, at its option, give to LESSEE five days written notice expressly stating its intention to end the term of this lease and stating the reason therefore, at the expiration of said five (5) days, their term under this lease shall expire as fully and completely as if that day were the date herein definitely fixed for the expiration of the term, and the LESSEE will then quit and

surrender the leased premises to LESSOR, but LESSEE shall remain liable as hereinafter provided:

1. Defaults, which terminates LESSEE'S right to possession, or
2. LESSOR exercises its aforesaid option to terminate this lease.

12. HOLDOVER

Upon any termination of this lease, LESSEE or any person holding under him shall yield immediate possession to LESSOR and failing to do so means that LESSEE, or the person under him, shall pay as stipulated rent, a sum equal to twice the rent herein reserved for each day of such withholding. The acceptance of stipulated rent by LESSOR shall not constitute a waiver of its right to re-entry as detailed above.

13. RELEASE

In the event LESSEE becomes unable to live independently even with assistance from nursing or rehabilitative care, LESSOR will release LESSEE from lease upon receipt by LESSOR thirty days prior written notice and verification from the LESSEE'S attending physician upon which event the Lease will terminate except for liability incurred prior to the termination date. LESSEE or designated authority will make arrangement to remove personal effects from premises and return unit to LESSOR pursuant to item 15 (Move-Out Policy) of the Lease. If LESSEE should be deceased prior to end of the Lease, the designated authority agrees to remove personal property within thirty days of date of death or by arrangements made in writing with LESSOR. In all events this Lease will terminate as may be provided by provisions of law.

14. ATTORNEY FEES

LESSEE shall pay LESSOR as accrued additional rent, all LESSOR'S costs, expenses and attorneys' fees pertaining to the enforcement of the covenants and agreements of this lease, whether or not suit is filed.

15. MOVE OUT POLICY

The following outlines the LESSOR Move-Out Policy in addition to the other provisions of this lease agreement:

1. All kitchen and bathroom cabinets and drawers are to be cleaned.
2. Appliances on the premises are to be cleaned.
3. No hooks in ceiling, walls repaired of holes, etc.
4. Bathroom fixtures are to be cleaned (tub, toilet, etc.)
5. Carpets on premises to be vacuumed and spots cleaned.
6. All countertops and sinks to be cleaned.
7. All light bulbs are in working order.
8. Premises to be inspected by LESSOR or Agent prior to vacating.

LESSEE agrees that upon LESSEE'S failure to comply with this policy, reasonable charges will be made by LESSOR and deducted from the LESSEE'S security deposit. Any charges not covered by the security deposit are payable to LESSOR upon demand.

16. RENT PAYMENT - RESERVATION OF RIGHTS

No payment by LESSEE or receipt by LESSOR of a less amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check nor any letter accompany any check or payment as rent be deemed an accord and satisfaction of account and LESSOR'S acceptance of such check shall be under protest and with an explicit reservation of rights pursuant to Chapter 400 R.S.

17. DRUG-FREE HOUSING

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, LESSOR and LESSEE agree as follows:

1. LESSEE, any member of the LESSEE'S household, or a guest or other person under the LESSEE'S control shall not engage in criminal activity, including drug-related criminal activity, on or near property premises. Drug-related criminal activity means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in section 102 of the Controlled Substance Act (21 U.S.C. 802).
2. LESSEE, any member of the LESSEE'S household, or a guest or other person under the LESSEE'S control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near property premises.
3. LESSEE or members of the household will not permit the dwelling unit to be used for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual is engaging in such activity is a member of the household or a guest.
4. LESSEE or member of the household will not engage in the manufacture, sale or distribution of illegal drugs at any location, whether on or near property premises or otherwise.
5. LESSEE, any member of the LESSEE'S household, or a guest or other person under the resident's control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near property premises.
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of these provisions shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for

termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

7. NOTICES - PUBLIC NUISANCE A city statute passed in June 1989 stating: "Any room, building, structure or inhabitable structure used for illegal use, i.e.: keeping or selling controlled substances, both the occupant and the OWNER of the property can and will be charged with maintaining a Public Nuisance". Should the LESSOR receive a Public Nuisance/Crime Prevention letter regarding your leased address, a thirty (30) day notice to vacate said address will be issued immediately.

18. EMINENT DOMAIN

If any part of the APARTMENT or building shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose or sold to a condemning authority under threat of condemnation, then the term of this lease shall cease and terminate as of the date of title vesting in such proceedings or sale, and all rentals shall be paid up to such date and LESSEE shall have no claim against LESSOR nor the condemning authority for the value of the unexpired term of this lease. If any part of the land comprising the complex in which the APARTMENT is located shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose or sold to a condemning authority under threat of condemnation, then the LESSOR shall have the option to terminate the lease, which option must be exercised within twenty (20) days after the date of title vesting in such proceeding (or sale) and in such event all rent shall be paid up to such date and LESSEE shall have no claim against LESSOR or the condemning authority for the value of the unexpired term of this lease.

19. ASSIGNMENT, SUBLETTING AND RE-LETTING

LESSEE shall neither sublet the APARTMENT nor any part thereof nor assign this lease nor permit by any act or default of him/herself or any transfer of LESSEE'S interest by operation of law, nor offer the APARTMENT or any part thereof for lease or sublease except with the prior written consent of LESSOR. In the event LESSOR shall consent to such, a new lease may be required.

20. SUBORDINATION OF LEASE

This lease is not to be recorded and is subordinate to any present or future deeds of trust and mortgages on the real estate (or any part of it) upon which the APARTMENT and building are situated and to all advances upon the security of such deeds of trust and mortgages. This provision shall be self-operative; that, in confirmation of such subordination, the LESSEE under such lease shall promptly execute and deliver any certificate that the holder of any mortgage may reasonably request; that the LESSEE execute and deliver from time to time estoppel certificates (each, a "LESSEE Estoppel Certificate") addressed to mortgagee or its designee and containing such information as may be reasonably requested by the mortgagee; and to

the extent not so provided by applicable law, that in the event of the enforcement by mortgagee of the remedies provided for by law or by any mortgage, mortgagee, or any successors or assigns of mortgagee, shall, at its or their option, succeed to the interest of LESSOR under such leases, whether through possessory or foreclosure action or a deed in lieu of foreclosure.

21. PARKING

LESSOR reserves the right to regulate or prohibit the use of all type vehicle parking at or upon the APARTMENT or the building or the complex of which the APARTMENT forms a part or private streets therein and to specify use thereof. Unauthorized parking may be terminated by LESSOR at any time by removing parked vehicles or property at the expense of anyone claiming or owning same, after notice of said removal shall have been conspicuously attached to the vehicle or property for a period of seven (7) consecutive days. It is agreed that neither LESSEE nor anyone for, through or under him may permit or request any vehicle over one and one-half tons gross weight to come in or upon the private streets or grounds of LESSOR without prior written consent therefore from LESSOR. Overnight parking of trucks, boats, trailers, or any type of vehicle other than an automobile, specific prior written permission shall be obtained from LESSOR. No major repairs and fluid changes are allowed on premises. The LESSOR reserves the right to determine what is constitutes a major repair.

22. FIRE AND CASUALTY

If the APARTMENT is damaged by fire or casualty, but is only partially damaged and is inhabitable, then at LESSOR'S option, this lease shall continue without abatement or apportionment of rent, and LESSOR shall repair the damage as soon as reasonably and commercially practicable. If the APARTMENT is destroyed or damaged by fire or casualty not caused by LESSEE and is rendered uninhabitable or continued occupancy would be illegal, LESSEE may immediately vacate the APARTMENT and notify LESSOR in writing within five (5) days thereafter of this intent to terminate, in which case this lease shall terminate as of the date of vacating.

23. MISCELLANEOUS

In all references to LESSEE herein, the singular shall be deemed to include the plural and the masculine, the feminine. Where this lease is signed by more than one person as LESSEE, all such persons shall be jointly and severally liable for the payment of rent and any additional rent and the performance of all covenants and agreements to be kept by LESSEE hereunder.

If any provisions of this lease shall be declared invalid or unenforceable, the remainder of the lease shall continue in full force and effect.

No oral agreements, statements, representations, understandings or promises, if any, by anyone made, from any source, or relied upon by any party hereto, shall affect, alter or modify any terms or provisions herein and only those writing signed by all parties hereto shall be a part hereof.

Each party acknowledges that he has read this lease and agrees to the terms herein contained. The laws of the State of New York shall govern the rights and obligations of the parties to this lease.

24. LEASE BINDING ON HEIRS, ETC.

All the covenants and the agreements of this lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of LESSOR and LESSEE.

25. HOLD-OVER RENEWAL

The failure of the LESSEE to notify LESSOR in writing (in manner herein provided of intention to vacate and terminate this lease) prior to one month of the expiration or extended expiration date hereof, then in that event this lease shall be automatically renewed on a month basis as identified under the term of this agreement. Notice of rent change will be issued with 30 days notice from the LESSOR to the LESSEE by first class mail.

- a. Notwithstanding anything to the contrary appearing above, LESSOR may by letter to LESSEE notify him that the LEASE will not be renewed, by at least one month's notice prior to any expiration date.

ATTACHMENTS TO THIS LEASE AGREEMENT: The attached listed below are covenants to and considered as a part of this lease agreement:

- 1. Community Rules
- 2. Pet Policy and Agreement.
- 3. Apartment Condition Report
- 4. Garage Lease Addendum
- 5. Concession Agreement
- 6. Fitness Room Agreement
- 7. Key Receipt
- 8. Other:_____

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE HEREUNDER AFFIXED THEIR SIGNATURE ON THIS __DAY OF _____, 201__.

Please sign the names of every person occupying and residing in this residence. Have any and all adults sign showing they have read and understand this lease agreement. For minor children, list their date of birth in the signature space.

Signature_____ Date _____

Signature_____ Date _____

Signature_____ Date _____

Manager Signature_____ Date _____

Colonial Square Senior Village Community Rules and Policies

The Community Rules are an attachment to the lease and are a legal attachment of the lease. These rules are designed with the Residents' safety and comfort in mind. Please become familiar with these rules. Specific policies referenced within this document are available upon request.

Residents (hereinafter called "Resident"), members of Resident's household and visitors agree to obey and comply with all laws and Town ordinances and shall abide by all rules and regulations adopted by Management.

ABANDONMENT OF APARTMENT: If Management does not receive notice from a household of an extended absence, Management shall consider the household to have abandoned the unit if:

- a. Management believes the unit has been unoccupied for more than 30 consecutive days without notice, and
- b. The household's rent is past due and the household has not acknowledged or responded to demands for payment.

If Management considers a unit to be abandoned, Management will:

- a. Enter the unit to conduct an emergency inspection; and
- b. Attempt to notify household members that it considers the unit abandoned by sending notice to the household's address at the site and to the addresses of any emergency contacts the household gave to Management.
- c. If household members do not respond to Management's written notice within 15 days of the date of the notice, Management will take appropriate legal action.

Once Management has received an eviction order, we will take written and photographic inventory of any abandoned property in the unit and store it for 30 days or whatever amount of time dictated by local laws. If the household does not claim the property during that period or refuses to take the property, Management will dispose of the property or consolidate it as defined by local law.

ALCOHOL: Management maintains a strict **No Public Consumption of Alcohol** policy in all common areas of the community. This includes offices, laundry, common stairwells, community rooms and parking lots. Consumption of alcohol is permitted only in Resident apartments. Residents and visitors are expected to behave responsibly with respect to the use of alcoholic beverages. Residents who engage in disruptive behavior as a result of their use of alcohol, or who fail to prevent such behavior by their visitors, will be considered to have breached the community standards of conduct, a violation of the lease. An individual whose behavior disturbs the quiet enjoyment of others; poses a threat to the health, safety, welfare or property of others; or interferes with the efficient Management of the community are in violation of their lease and, accordingly, may face lease termination.

APPLIANCES: Appliances should be kept clean and used safely. No additional appliances may be installed in an apartment without written permission from Management. This includes but is not limited to portable heating devices, window air conditioners and freezers.

BALCONIES, PORCHES, PATIOS, ENTRYWAYS AND SIDEWALKS: Balconies, porches, patios, entryways and sidewalks are to be kept free of all obstacles, personal belongings and debris. These areas are not to be used for storage of any kind. This includes, but is not limited to, bicycles, toys, motorized scooters, furniture, sporting equipment, tarpaulins and cleaning supplies. Clotheslines are not permitted. No alterations in landscaping may be made without written permission from Management. The building is not liable for the damage or theft of any personal property left outside of the Resident's apartment.

BARBECUE GRILLS: Personal barbecue grills are not allowed on the property. Barbeques seen on balconies will be removed immediately.

BICYCLES / RIDING TOYS: At no time may bicycles be left or stored on the lawn, in driveways, in parking areas, or in the landscaped area of the complex. Residents are responsible for the safe and courteous operation of bicycles and riding toys in common areas. Residents are also prohibited from parking these items in hallways, sidewalks or parking lots where they could obstruct in an emergency situation or present a danger to others. Management encourages Residents to use bicycle locks. Management assumes no responsibility for damage to or theft of these items.

BUILDING ENTRIES: No windows shall be used as an entryway. Building entries are to be kept secure and not blocked open without supervision.

CABLE AND TELEVISION SERVICE: The apartment is pre-wired for cable television. Standard service is provided within the rental structure and cannot be omitted for the purpose of lowering the rent. Additional cable services are available directly from Time Warner or any replacement cable provider. Installation of additional cable is prohibited without written permission of Management. The running of cable across flooring or along walls in or about the apartment is prohibited. No radio or television aerials or wires shall be erected in or about any part of the premises. Rabbit-ear antennas are excluded from this prohibition.

CHRISTMAS TREES: No live or cut Christmas trees or other live seasonal greens are permitted in the apartments or common areas of the building for fire safety reasons.

COMMUNITY ROOM: A community room is available for the use of Residents. Use of the community room is intended for all Residents and may be reserved for personal gatherings. Smoking and consumption of alcoholic beverages in the community room and all common spaces is prohibited. Contact Management for further information on use of the community room. Decoration of community rooms may only be done by management, or as permitted by management.

COMMUNITY STANDARDS OF CONDUCT: Management strives to maintain a pleasant, safe and comfortable environment for Residents. In consideration of this, all Residents and their visitors will refrain from any conduct that would conflict with the rights of other Residents to the peaceful enjoyment of the premises. Conduct considered disturbing shall include, but not be limited to, the playing of loud music outside or in apartments, loud televisions, and public consumption of alcoholic beverages, abusive, offensive or foul language, or lewdness. Quiet hours are between 10 p.m. and 7 a.m. should be observed by all Residents and visitors of the property. Disturbances after Quiet Hours are not permitted if management considers them to be excessive or avoidable.

For health and safety reasons, Residents are expected to dress appropriately in common areas of the community including halls, laundry rooms, lobbies, and community rooms. Individuals in common areas must be fully clothed. Sleepwear, housecoats and bedroom slippers are not permitted to be worn in the common areas of the building. Sunbathing is only permitted in appropriate attire on private porches or balconies.

DAMAGES TO THE UNIT: Residents shall not damage or disturb any part of the ceiling, doors or floor in an apartment in anyway, including, but not limited to:

- Installing hooks, nails, and/or other hardware into the ceiling, doors, cabinets, or windowsills;
- Drilling into the ceiling, walls, cabinets or doors;
- Hanging plants, mobiles, light fixtures, ceiling fans or other objects from the ceiling without written approval from Management;
- Allowing water to accumulate on the floor; or
- Painting, repairing, or making improvements with respect to the ceiling, walls, doors or floor.
- Attaching hooks, drilling holes, nailing or other attachments are not permitted on balconies, siding, or railings.

DAMAGES cont'd:

Residents shall immediately report any sagging, warping, leaking, cracking, staining, holes, or water accumulation related to the ceiling, walls, doors or floor to Management. Any damage the Resident causes to the ceiling, walls, doors or floor, including, but not limited to, damages caused by the Resident's violation of this rule, shall not constitute ordinary wear and tear. The Resident shall be responsible for reimbursing the Management for the cost of repairing damage to the ceiling, walls, doors or floor and for any damages that result as a consequence of the Resident's action.

DRUG-RELATED CRIMINAL ACTIVITY: Management maintains zero tolerance for drug-related criminal activity. "Drug-related criminal activity" means the illegal manufacture, sale, distribution or use of a drug, or the possession of a drug with intent to manufacture, sell distribute or use the drug. Residents are strictly responsible not only for themselves but also for any drug-related criminal activity by visitors and household members in and around the community regardless of whether the Resident knew, or should have known, of the drug-related criminal activity. **Even a single violation of the zero tolerance policy will constitute a material violation of the lease and will be grounds for eviction. A criminal conviction of a drug offense is not necessary to establish a material violation of the lease; a preponderance of the evidence is sufficient.**

EMERGENCY CALL SYSTEM: Where applicable, each apartment is equipped with an emergency fire monitoring equipment. **THIS SYSTEM IS TO BE USED FOR HEALTH OR SAFETY EMERGENCIES ONLY!** This is not intended for maintenance emergencies. Please note that in some communities, emergency response organizations such as the local Fire Department or Emergency Medical Services may hold a Resident responsible for false alarms. Management cannot be held liable for any penalty assessed by an outside agency for the abuse or misuse of the emergency system caused by a Resident or guest of a Resident.

EXTERMINATION: If you detect any pest problems in the apartment, please contact the Management office during normal business hours to schedule extermination on the next available date. Apartments scheduled for extermination should clear items from under sinks and closet floors. Residents are responsible for keeping their apartments clean and free from refuse. Contact Management in the event of allergies or sensitivities. Pest infestation resulting from poor housekeeping habits may result in action by Management to correct the situation. Any charges resulting are the responsibility of the tenant.

FIRE SAFETY INFORMATION: A copy of your community's fire plan will be provided. This information is vital and should be carefully reviewed with the entire household. Residents are encouraged to contact Management with questions regarding the fire plan. In multiple floor buildings, Management will conduct fire drills designed for Resident safety. Residents shall participate in these drills, if present. On scattered sites, Management will schedule Resident meetings to discuss fire safety and evacuation procedures. Residents shall take every precaution against fire.

FIREARMS: All firearms in the possession of Residents must be licensed and carried in accordance with state and local laws and must be registered with Management. All weapons must be stored in locked cabinets. If removed from the cabinet for legal use (i.e. target practice at a firing range or hunting), the firearm must be transported in an appropriate carrying case from apartment to vehicle and back to the locked cabinet. It is a violation of the Lease Agreement if a locally registered firearm is found on property and is not registered with Management. The discharge of any firearms, including but not limited to handguns, rifles, shotguns, and other weapons such as BB guns, pellet guns, slingshots, arrows, paint guns, fireworks and firecrackers is prohibited in the community. The possession of illegal weapons by a Resident or Resident's Visitor(s) is prohibited and constitutes a breach of the lease that can result in termination of tenancy.

GRIEVANCES / CONCERNS: Management strives to make this community to be a pleasant place for all to live. Excellence in maintenance and Management is a top priority. If Residents have a concern about this community, the apartment or the Management, or a suggestion on how needs can be better met, the steps are outlined in the next paragraph to help find a solution.

Speak to Management. Managers are trained to assist Residents and to carefully and thoughtfully consider all questions. Another Resident may have made a similar observation or Management may already be working toward a resolution. Please put comments and suggestions in writing. If Management is unable to solve the problem or answer the question, contact the Assistant Director at the Calamar Corporate office: 3949 Forest Parkway Wheatfield, NY 14120. (716) 693-0006 ext 243

HAZARDOUS / INFECTIOUS WASTE DISPOSAL: Hazardous waste, gasoline and any combustible items are not to be stored or disposed of within the apartment or apartment community. All hazardous waste must be disposed of in accordance with city code.

Infectious waste from the use of medical supplies should be handled properly. Needles and sharps should be packaged in a fashion that would minimize opportunity for contact injury. Needles and syringes should be discarded intact after use. Needles should never be bent, broken or manipulated. These items need to be then placed in a medical grade sharps container.

HEALTH SERVICES: Residents must be capable of meeting the terms of the lease, either with or without services. No provisions are available for long-term health, convalescent, or nursing care in the community. If a Resident requires services in order to comply with the terms of the lease, it is the responsibility of the Resident to make the necessary arrangements.

HEATING AND AIR CONDITIONING: Each apartment is equipped with heating and air-conditioning. New residents will be instructed on safe operation at move-in. Residents are not permitted to install personal air conditioners without written permission of Management. Any questions about heating or cooling should be directed to Management during normal business hours. Malfunctions of the heating/cooling system should be reported immediately to Management.

INSPECTIONS: Management will conduct a thorough inspection of each apartment at least annually. Residents will be notified at least 24 hours in advance of any scheduled inspection or in accordance with local Landlord/Tenant laws. Residents are encouraged, but not required, to attend inspections.

INSURANCE: Residents are strongly encouraged to carry their own Renter's Insurance for personal belongings and household effects. The Forestviews insurance policy does not provide this protection. Loss caused by neglect, misuse or accident on the part of the Resident that affects other units or Property are the responsibility of the Resident.

LAUNDRY ROOM: Use of the laundry room is restricted to the Resident and Resident's guest and/or aid and is for Resident's laundry only. Please do not leave machines unattended. Clothing must be removed immediately from machines when cycle is completed. Inoperable machines should be reported to the Management office so that timely repairs can be made. **Management is not liable for any lost or damaged clothing.**

LOCKS / KEYS: At move-in, Resident will be issued one set of keys/entry card for each adult member household. If the apartment key/entry card is lost, it is the responsibility of Resident to notify Management immediately. Any remote control device used to gain entry to a building or structure in the community is subject to the same policy. Management may charge for repair/replacement of lock or replacement of lost keys. Management will assist Residents who are inadvertently locked out of their apartment. Proper identification must be shown. No person, other than those listed on the lease will be allowed access to an apartment. Residents may be charged for each lockout incident occurring after normal business hours. Residents may not add or change locks on the unit.

MAINTENANCE: It is the responsibility of each Resident to promptly report any maintenance problem. Charges for damages resulting from unreported maintenance problems can be assessed to Resident. Employees are not permitted to perform repairs on Resident's personal property or to perform any type of personal work for Residents.

Routine maintenance requests are made through Management office during normal business hours. Please do not request service orders directly to Maintenance staff. Emergency maintenance service is available 24 hours a day through Management office. After hours number(s) will be provided by Management.

Examples of maintenance emergencies include the following:

- Gas leak/smell
- No heat (in the winter) or air conditioning, (in the summer)
- No electricity
- Lockout
- Water coming into the unit
- No running water
- Exterior door, window or lock broken and unable to secure apartment
- Inoperable toilet (does not apply if second toilet available)
- Inoperable refrigerator

Should a maintenance emergency occur during regular office hours, call the office or report the emergency in person. In the event of a health, fire, or safety emergency, call 911 or your local emergency response agency immediately.

NON-SMOKING APARTMENTS: All the units within the Community, have been designated as non-smoking. These units are provided for the health and comfort of residents that desire to live in a smoke-free environment. In order to provide this service, a resident in a non-smoking unit agrees that they and their guests or other invites will not smoke within the apartment, including the patio. Residents or guests to these units agree to leave the building to a distance 50 feet or more from the building, or as provided by State law, to smoke any substance that is burned and ingested. Residents that smoke in designated non-smoking units agree to pay for all costs related to returning the apartment to a condition that can be considered as smoke-free. According to State and local law, no smoking is allowed in common areas, including but not limited to: laundry areas, community spaces, lobbies, offices, fitness rooms, trash rooms, and closets.

OXYGEN POLICY: Smoking is prohibited in any apartment if an oxygen tank or concentrator is present anywhere in the apartment. A Resident who uses oxygen in their unit must sign an Oxygen Use Affidavit and provide an insurance certificate from the company supplying the oxygen.

PARKING / PARKING LOTS: Parking spaces are available on a first-come, first-served basis. Only a limited number of marked handicapped spaces are available. These are public spaces. **Calamar and management of The Forestview cannot assign the marked handicapped parking spaces.** Assigned parking is available to any persons with a placard issued from a Motor Vehicle Department.

Vehicles must be in **acceptable** condition as defined below in order to park within the community.

- Valid Registration and Plates
- Operable/Running
- Tires intact/inflated
- Windows in place
- Utilized on a regular basis (Cannot be parked for one month without use except in garages)
- Not used for storage purposes
- Not leaking fluids or oil

Any vehicle not meeting the above criteria will be considered abandoned and maybe subject to towing.

Vehicles parked improperly in loading or emergency zones and vehicles not abiding by the parking policy will be towed at vehicle owner's expense without notice. Commercial vehicles, recreational vehicles, boats, and trailers are prohibited.

Oil changes, vehicle repairs and washing of any vehicle are strictly prohibited. Parking lots are not to be used as a gathering place. Bicycles, skateboards, roller blades and/or any play equipment are prohibited on the sidewalks and parking spaces.

The Management office and Calamar assume no responsibility for damage, theft or destruction of any vehicle or its contents parked on or around the community.

Please observe and obey any posted speed limits within the community.

PETS: Residents may keep pets in accordance with the community's pet policy. For further details, please refer to the Pet Policy. **Visiting pets are not permitted.** Assistance Animals are not considered "pets" and are exempt from the Pet Policy. Please see the Assistive Animal policy for further information.

REASONABLE ACCOMMODATION/MODIFICATION: Upon written request from Resident, the management may consider modifications to the apartment or accommodations to policies in the case of disability or medical need. Resident agrees that such modifications are at their own expense and that modifications may be required to be removed or unit restored on a case by case basis.

REMOVAL OF PERSONAL PROPERTY IN THE EVENT OF DEATH: Upon discovery of the death of a sole Resident, personal belongings from the apartment must be removed within 30-days following the date of death. In order to allow your personal property to be removed from the apartment, evidence will be required by Management to establish that a legally authorized agent will be removing these items. Examples of a legally authorized agent would be, but not limited to:

- The Executor of your will
- Permission from Probate Court
- Your Court-appointed Guardian

In the event that the apartment has not been cleared of personal items within 30 days following the death of the sole Resident, Management reserves the right to take legal possession of the apartment as specified by federal, state, or local Landlord/Tenant laws.

RENTAL PAYMENTS: Rent is due on or before the 1st day of the month and no later than the 6th day of the month. Payments may be made at the rental office during regular business hours. Methods of payment include personal check, a cashier's check, bank check or money order. **Cash is not accepted.** All payments received will be applied to the oldest balance of rent due. Rents tendered after the close of business on the 6th day of the month must be accompanied by the late fee as described in the lease to be accepted.

RETURNED CHECKS: Checks returned for non-sufficient funds are subject to a charge in addition to any applicable late fees as outlined in the Lease Agreement. Returned checks must be replaced with money order, cashier's check or bank check only. Residents with 2 returned checks may be required to pay with cashier's check or money order. Returned checks must be submitted to Management within 5 days of notification by Management.

SATELLITE DISHES: No satellite dish may be installed without prior written permission of Management. Satellite dishes must be professionally installed in the presence of our property management staff. Satellite dishes may not be installed in ways that would enable them to fall and cause injury to others. Dishes must be mounted using clamp devices. No drilling, screwing or bolting into the building structure is permitted. Lessee prohibits the placement of satellite dishes on rooftops, window sills, common-use balconies or stairwells, entry ways, or outside walls. Dishes may be placed only inside the unit or on Resident's leased patio or balcony. The satellite dish can not be larger than 39.37 inches in

diameter. The height of the satellite can not extend over four feet from the floor of the unit or patio. It cannot extend beyond the patio.

SINKS AND DRAINS: Residents are responsible for keeping objects that may cause clogs including but not limited to: hair, grease, large food items, personal hygiene items, toys and diapers out of the drains and toilets. Charges for damages that result from objects in the drain lines may be assessed to the Resident. Please try to plunge all clogged drains. If this fails, contact the Management office department. "DRANO" and similar caustic substances should not be used as they can damage pipes and/or cause personal injury. Residents may not remove plumbing fixtures, drain pipes or supply lines for any reason, but should be aware as to how to turn off water supply to fixtures.

SOLICITATION / SALES: For reasons of both security and respect for privacy, solicitations and sales are limited in the Community.

1. Sale of items by Residents: Residents are permitted to sell home products, such as cleaning or beauty products, to other Residents by posting the availability of those products on the Resident bulletin board. Under no circumstances may Residents make calls on other Residents to sell products without having been specifically requested to call. Residents may sponsor house wares, home decorating and other parties in their apartments as they wish. Other Residents may be invited, but not pressured, to attend. Residents are responsible for the behavior of guests at any event sponsored by the Resident. Garage and yard sales are prohibited unless approved by Management.
2. Solicitation by persons who do not reside at the property: The Community does not permit sales persons who are not Residents of the property to call on Residents unless a Resident has specifically invited the individual to call.

SMOKE DETECTORS: Each apartment is equipped with at least one smoke detector. Residents are prohibited from removing or tampering with smoke detectors. If the smoke detector "beeps" periodically or seems overly sensitive, please contact Management immediately. Do not disable the smoke detector by disconnecting or removing batteries or wiring from the device. A damaged or disabled detector is a violation of the Lease Agreement and the State Property Code, and is subject to lease termination.

SMOKING POLICY: Management maintains a strict No Smoking Policy in all common areas of the community. This includes offices, laundry, hallways, building entries, common stairwells and community rooms. Smoking of legal forms of tobacco is permitted outside of the facility. Do not dispose of tobacco products on the grounds or parking area.

TELEPHONE SERVICE: Apartments do not have telephone and internet service provided within the rental structure. Enhancement or additional service is the responsibility of the LESSEE.

TRASH DISPOSAL: Management will not allow any accumulated trash or other material that will create a hazard or be in violation of any health, fire or safety ordinance. Where applicable, trash is to be deposited in dumpsters or trash receptacles located throughout the community. Trash must be properly bagged and securely tied before placing in dumpsters or containers. No glass, sharp items or those considered to be hazardous should be disposed of via a trash chute. Items of this nature need to be disposed of in one of the community dumpsters. Boxes should be flattened before disposal. If dumpster is full, please take the trash to another dumpster. Do not place trash outside apartment door, beside the dumpster or on the ground. Dumpsters are reserved for use by Residents only.

UTILITIES: Utilities must be kept in service to the apartment at all times during the lease term. Where applicable, service must be established in Resident's name with the signing of the lease. Management will inform Resident of the utility companies in the area. Resident is responsible for contacting these companies. Said Resident is then responsible for paying the utility bills. Resident shall not use in any

utilities furnished by Management in a wasteful or unreasonable manner. Management may terminate the lease and evict any Resident whose electric service(s) is terminated by any utility company for non-payment.

VISITORS / GUESTS: Visitors are welcome as long as they do not disturb the health and well-being of other Residents. Visitors/guests are defined as any person not on the lease. **Residents are responsible for all actions of their guests or visitors while on the property.** It is the Resident’s responsibility to inform Management of any planned overnight guests staying more than one night, and the length of time they will be visiting. Overnight guests may stay with the Resident on an occasional basis not to exceed 14 cumulative days in any 12-month period. Certain exceptions will be made by Management, such as cases of custody and visitation. Guests will not be issued keys or entry cards to the building or apartment. The number of overnight guests is limited to the local occupancy standards for the unit size. Unauthorized persons are subject to arrest for trespassing and/or loitering pursuant to the local penal code. Whenever possible, Residents of secured buildings should accompany any guest inside the building at all times, for purposes other than entry and exit to the Resident’s apartment. Staff will not open apartments for guests in a “locked out” situation. **Please do not open the security door for an unfamiliar person.**

WHEELCHAIRS, WALKERS AND CARTS: Residents are responsible for the safe and courteous operation of their mobility aid(s) in common areas. Residents are also prohibited from parking these aids in hallways, sidewalks or parking lots where they could obstruct in an emergency situation or present a danger to others. Residents with carts or motorized wheelchairs are liable for any and all damages created by the cart/wheelchair operation. Management is not responsible for theft or damage to Resident’s property when left outside the Resident’s apartment.

WINDOWS AND WINDOW COVERINGS: Where applicable, Management has equipped the apartment with window treatments, which must remain in their installed condition. Residents must receive prior written approval from Management before installing drapes and/or window coverings in the apartment. All window coverings are to be white-backed so that the exterior of the building will present a uniform image. Residents may install additional curtain rods. However, proper-mounting screws must be utilized. Residents are responsible for any wall damage resulting from improper installation of drapery hardware. Residents are responsible for keeping their apartment windows clean.

RESIDENT CERTIFICATION

I have read and received a copy of the House Rules. I understand that these rules are an extension of my lease and that any violation of these rules may be grounds for lease termination.

_____ Resident Signature	_____ Date	
_____ Resident Signature	_____ Date	
_____ Resident Signature	_____ Date	
110 Creekside Dr. #	Painted Post, NY 14870	Colonial Square Senior Village
Address		Community
_____ Management Representative	_____ Date	

Colonial Square Senior Village Pet Policy

Common household pets are permitted in the apartments provided that any pet meets the requirements and the owners follow this policy, which is made an attachment to the lease. The pet policy limits the number, size and areas of access for resident's pets. In general, each apartment may contain:

- One four-legged, warm-blooded pet
- Two birds
- A ten-gallon fish tank (number of fish is not limited)

Residents are requested to not feed or house stray animals. The pet policy does not apply to assistive animals. Refer to the Assistance Animal policy available from Management.

Common Household Pet Definition:

A common household pet is defined as a domesticated animal, such as a dog, cat, bird, fish or turtle that is traditionally kept in the home for pleasure rather than for commercial purposes. Common household pets do not include reptiles (except turtles). If this definition conflicts with any applicable state or local law or regulation defining the pets that may be owned or kept in dwelling accommodations, the state or local law or regulation will apply. This definition does not include animals that are used to assist persons with disabilities.

Location of Pets in the Building:

Pets are not allowed in public lobbies, dining areas, playgrounds, or other public gathering areas. When dogs or cats are moved through the building, they must be moved from the resident's apartment to the nearest outside exit, avoiding public areas. Pets may not be left tied or unattended on any part of the property.

Sizes:

Dogs can weigh no more than 35 pounds and stand no more than 18 inches at the shoulder at the time of maturity. American Kennel Club's standards will determine the height and weight of the breed after maturity. A mixed breed animal that is not fully mature will require a veterinarian's verification that it will not exceed the height and weight restrictions.

Licensure and Tags:

Every dog and cat must wear the appropriate local animal license, a valid rabies tag and a tag bearing the owner's name, address and phone number. All licenses and tags must be current.

Registration:

Every dog and cat must be registered with the manager prior to admission and annually during the resident's lease renewal. Registration of dogs and cats require:

- Proof of licensure
- Proof of up-to-date inoculations
- Verification that the pet has been spayed or neutered (or documentation from a veterinarian that such surgery would be detrimental to the animal's health)
- Evidence of a flea control program
- Verification of a pet guardian in case of pet owner unavailability

Prior to admittance of a pet into the community, residents will be required to complete the information listed on this policy.

Resident may keep only the pet described on this Policy with no substitution or addition of other pets without the prior consent of management. Fish are not covered under this rule.

Pet Fee:

Each dog or cat owner must provide a one time pet fee of \$300. This fee does not prohibit the LESSOR from charging for damages or loss caused by the pet or owner's neglect. In the case of new tenant with two small pets, Lessor will allow with two pet fees paid, providing that if one pet dies, it may not be replaced with another pet.

Sanitation:

Dogs and cats are required to be "house-broken." Cats must be litter-box trained and dogs must be able to eliminate outside the building in designated pet exercise locations. Pet owners are responsible for the immediate clean up of feces of their dog. Resident dog owners must bag and securely tie dog feces and deposit it in outside trash receptacles or other specified location if applicable. Fines may apply if this requirement is not met. Cat owners must change litter frequently. It is not acceptable to drop pet waste down the trash chute. Litter must be placed in a bag, tied securely and dropped in outside trash receptacles or other specified location if applicable.

Noise:

Pets that make noise that disrupts other residents are unacceptable.

Pet Behavior:

No pet that bites, attacks or demonstrates other aggressive behavior toward humans may be kept on the community. Pet owners shall assume liability for any injury sustained by residents, guests, or staff members that is caused by the owner's pet.

Leashes:

Dogs and cats must be effectively restrained and under the control of a responsible individual at all times outside the confines of the pet owner's apartment and while on the community.

Alternate Caretaker:

Resident must not leave pet unattended for more than 24 consecutive hours. When applicable, the pet owner must provide the names of at least two people who are willing to assume immediate responsibility for the pet in case of an emergency, such as when the pet owner is absent or unable to adequately maintain the pet. Written verification of the willingness of these people to assume alternate caretaker responsibility is required. It is the responsibility of the pet owner to inform the manager of any change in the names, addresses or telephone numbers of alternate caretakers. In cases of emergency, when management is unable to reach the alternate caretakers, the pet owner must agree to allow management to enter the unit and place the pet in an appropriate boarding facility for a maximum of 30 days. The pet owner will be responsible for cost of the animal care facility. Within 30 days of such an emergency, the resident, his agent, family or estate must make arrangements with the animal care facility as to the disposition of the pet and will be responsible for all obligations, financial and otherwise, in such disposition.

Sick or Injured Animals:

No sick or injured pet will be accepted for occupancy without consultation and written acknowledgment of a veterinarian as to the condition of the pet's ability to live in an apartment situation. Acceptance regardless of documentation and consultation is the prerogative of the manager. Admitted pets that suffer illnesses or injury, must be immediately taken for veterinarian care at the pet owner's expense.

Refusal:

Management can refuse to admit a pet for the following reasons:

- The pet is not a common household pet
- Pet does not comply with pet policy
- Pet owner fails to provide complete registration information or fails to annually update the pet registration

- It is reasonably determined based on the pet owner's habits and practices, that the pet owner will be unable to keep the pet in compliance with the pet rules and other lease obligations

Notices:

In the case of a violation of these rules, including management's refusal to register a pet, management will give the applicant/resident a written notice with an explanation in accordance with these requirements.

Pet Information:

Type: _____ Breed: _____ Size: _____ (weight/height)

Vet Info: _____

Guardians: _____

License # _____

Aggressive?: _____ Healthy?: _____ Accepted?: _____

Pet Fee Paid Date _____ Check # _____

By signing this agreement, I will comply with the Pet Policy as an attachment to the Lease.

Resident Signature Date

Resident Signature Date

Management Signature Date

Colonial Square Senior Village
Garage Lease Agreement

This agreement, made and executed this _____ day of _____, _____, by and between RM14 Holdings, LLC dba Colonial Square Senior Village, hereinafter called Lessor, and _____, herein after called the Lessee. Witness that the Lessor has agreed and hereby assigns unto the Lessee a garage or carport known as _____. Garage is to be used only by residents of community for vehicle or personal storage.

The Automobile Owner shall lease from Lessor the garage numbered above on a term basis commencing _____ until _____. Lessee shall pay Lessor \$_____ per month, in advance, as additional rent. The Lessee's failure to pay shall terminate this agreement.

The Lessee agrees that the Lessor is not responsible for any loss, theft or damage to any articles left in said garage, nor is the Lessor responsible for any loss or damage to said property or any part thereof, while in, or being brought or driven to and from, said premises, whosever caused damages. The Lessee agrees that the garage may not be sublet, reassigned or re-rented without the express written consent of the Lessor. It is understood that no combustible items may be stored in the garage, and any items stored in said garage are there at the Lessee's sole risk. Lessee agrees that all automobiles in said premises shall be driven and handled at the risk of the vehicle owner thereof and any person driving said automobile shall, and is hereby agreed to, be the employee of the vehicle owner. Lessee agrees that no major repairs, as determined by Lessor, may be undertaken on premises, including inside the garages.

No person is authorized to accept possession, care or custody of any property in garage unless approved by Lessor in writing.

It is further understood and agreed, that in the event this agreement is cancelled, the Lessee agrees to remove automobile or property from premises promptly upon demand. Failure to remove property authorizes the Lessor to remove said property without assumption of any liability whatsoever.

_____ Date _____
Resident

_____ Date _____
Management

Colonial Square Senior Village

Concession Agreement

Colonial Square Senior Village (landlord) agrees to give the following concession to _____(tenant), as a promotional consideration for the leasing of unit address: **110 Creekside Dr. # _____, Painted Post, NY, 14870**, for the initial term of the lease.

Concession:

If the lease is terminated within the initial term or the Tenant is in default, this concession is withdrawn and must be repaid to the landlord upon its demand.

I, _____(tenant) agree to the terms of the Concession Agreement.

Signature Tenant Date

Signature Manager Date



Colonial Square Senior Village Fitness Room Agreement

Welcome to your fitness room. This facility has been provided as an amenity for your enjoyment and use as a resident of this community.

Please read and follow these rules of use:

- Only residents who are tenants of this community may use the equipment. No guests are permitted to use the equipment.
- Use of this equipment is at the risk of the resident. User holds the community, its staff, ownership, heirs and assigns harmless from any personal injury or property damage sustained. All users of this equipment agree that they have read and will follow the instructions for use contained in the Operator's Manual, made available by management. If Manual is unavailable, please request before use.
- Users should consult a physician prior to use and in conjunction with using any physical fitness program and equipment.
- Please report any malfunction or damage immediately to staff.
- Please do not attempt any repairs, adjustments or relocation of the equipment.
- Please do not add or donate any equipment to the fitness room without the express written permission of the Manager. Donated equipment becomes the property of this community.
- Hours of operation: Monday through Friday 8am to 10pm
Saturday and Sunday 9am to 10pm
- Please keep music to a level heard only within the fitness room, using courtesy to fellow users.
- The fitness room or equipment may be discontinued by the Manager at any time for any reason and the Manager may deny use to any resident in its sole discretion at any time.
- The undersigned acknowledges that Manager provides no supervision with regard to the use of the equipment.

I agree to the listed rules and understand that these may be amended at the discretion of Manager.

Resident

Date

Manager

Date

EMERGENCY CONTACT INFORMATION

Resident: _____ Phone Number: _____

Date: _____ Unit Number: _____

The following information will be placed in your resident file for emergency purposes only.
All information given will be kept confidential.

Please list the names and phone numbers of two people to contact in case of emergency.

Name: _____ Relationship: _____ Address: _____ Phone Numbers: Home: _____ Work: _____ Cell: _____
Name: _____ Relationship: _____ Address: _____ Phone Numbers: Home: _____ Work: _____ Cell: _____
Vehicle Information: Year _____ Make _____ Model _____ License # _____

OPTIONAL INFORMATION:

Family Physician: _____ Phone Number: _____

Do you have someone designated as Power of Attorney? Yes* No

*If yes, please provide a copy for your file.

P.O.A. Name: _____ Relationship: _____

Address: _____

Phone Numbers:

Home: _____ Work: _____ Cell: _____

Removal of Personal Property: I, _____,

designate _____ the authority to remove my personal belongings on my behalf. This authority is extended if I am unable to do so due to health or ability issues.

Signed

Date

COLONIAL SQUARE SENIOR VILLAGE

Tenant:

110 Creekside Drive # _____
Painted Post, NY 14870

MOVE IN

MOVE OUT

Comments

Comments

Entry Door

Closet

Dining/Kitchen

Floors

Walls

Counters

Cabinets

Dishwasher

Stove

Refrigerator

Living Room

Floors

Walls

Patio Door

Windows

Bedroom #1

Floors

Walls

Doors

Closet

Windows

Bedroom #2

Floors

Walls

Doors

Closet

Windows

Bathroom

Floors

Walls

Fixtures

Bathtub

Cabinets

Closet

Safety Equip

Smoke Det

Locks

Patio

Floors

Rails

Walls

Miscellaneous

Unit Accepted

MOVE IN

MOVE OUT

Tenant Sign

Tenant Sign

Manager Sign

Colonial Square Senior Village
110 Creekside Drive
Painted Post, NY 14870

Key Receipt

Welcome home! Here is a list of the keys assigned to you. Please check to be sure all keys work properly. Please do not duplicate any keys for your own safety, nor label them with your address and name. Upon move out, return all keys to avoid charges that may include requirement to change locks for the security of subsequent residents of Colonial Square Senior Village.

Thank you!

Apartment/Patio: 2
Stairs/Lobby: 2
Lobby Fob: 2
Garage Openers: _____
Other: _____

Accepted By: _____ Date _____

Manager: _____ Date _____

Welcome to Colonial Square Senior Village!

Please do not make any marks or notes on the Lease or any attachments. When you come for your appointment, bring these documents with you in this envelope.

This envelope has your Lease and the Attachments for your apartment. All the terms have been filled out.

Your move in date is scheduled for: _____.

Your mailing address is:

110 Creekside Drive
Painted Post, NY 14870

Enclosed is your lease so that you can review it before we meet. You may wish to have someone else look it over as well. When you come to our office, we will answer all questions on the lease along with any concerns or questions you may have about the building.

Please use this cover sheet to write down any questions, thank you for not making notes or changes to the Lease.

After the review, we will sign the lease and make your copy for you to keep. Then, we will go to the building so you can inspect the apartment and fill out the inspection report. You will get your keys, pay the pro-rated rent for your move in date, and your new home is all yours!

Thank you, and welcome home!

Sincerely;

Sam Reeder

IMPORTANT NUMBERS TO CALL:

NYSEG (electric service): 1-800-572-1111 press option 3, then option 1

TIME WARNER CABLE (phone/internet/digital):

VERIZON: