

5875 Monarch Drive  
Farmington, New York 14425  
(585) 742-6345

## LEASE AGREEMENT

This Lease Agreement is entered into on \_\_\_\_\_ between Jeffery & Deborah Staples (called the "Landlord") and \_\_\_\_\_ (called the "Tenant"). Tenant desires to lease the Townhome with an address of 5875 Monarch Dr; Farmington, NY 14425. Jeffery & Deborah Staples is the owner of the Townhome and has a mailing address of 1276 Courtney Dr; Victor, NY 14564.

Landlord and Tenant hereby agree that subject to the terms and conditions contained in this Lease Agreement and for good consideration, Tenant may occupy the Townhome for the term beginning on May 1, 2024 and terminating on April 30, 2025 at noon.

### A) OBLIGATIONS OF TENANT

#### 1. Rent and Manner of Payment

Tenant shall pay total rent of Thirty-Two Thousand Four-Hundred Dollars (\$32,400.00) per year during the term of this Lease Agreement, payable in monthly installments of Two Thousand Seven Hundred Dollars (\$2,700.00) due no later than the 1st day of that month.

Payment shall be made each month by way of automated clearing house (ACH) debit from Tenant's bank account as detailed on the supporting "AUTOMATED CLEARING HOUSE (ACH) DEBIT AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS", or paid to Jeffery & Deborah Staples at 1276 Courtney Dr; Victor, New York 14564, or any other address Landlord notifies Tenant to use, if ACH debit functionality is not available.

If Tenant fails to pay any rent or Additional Rent payment by the 5th day of the month when due, Tenant will pay an administrative fee of \$50.00 plus a late charge equal to \$5.00 per day until full payment is made, including any Additional Rent. All Additional Rent shall be due on the 1st day of the month incurred, unless otherwise set forth in this Lease. Late charges and interest will be deemed Additional Rent, if not paid during the calendar month when due.

If any check given by Tenant is returned by Tenant's bank for insufficient funds, Tenant will pay a bad check charge of \$50.00, and will be subject to above described fees for late payment. Thereafter, all of Tenant's payments must be made by cash, certified check, or money order. In the event that Tenant fails to make any payment when due, Landlord shall have the option to require immediate payment of all remaining annual rent for the lease term. Tenant may not withhold any sum or set-off against any rent or Additional Rent for any reason.

#### 2. Security Deposit

Upon execution of this Lease Agreement, Tenant has paid to Landlord Two Thousand Seven Hundred Dollars (\$2,700.00) as security which will be deposited in Citizens Bank. The security deposit, less sums used by Landlord as provided herein, will be returned to Tenant subject to the following conditions:

- a) The full term of the Lease has expired;
- b) Tenant and Tenant's guests and invitees shall not have damaged the Townhome, the Villas at Monarch Manor community or other property of the Landlord or the Villas at Monarch Manor community;
- c) The entire Townhome including electric range, refrigerator, microwave oven, dishwasher, washer, dryer, bathrooms, closets and cabinets, shall be clean and returned in substantially the same condition as at the beginning of the Lease Agreement term less normal wear and tear;
- d) There shall be no stickers, scratches on or holes in the walls, ceilings, woodwork, or flooring. Small nail holes are permitted;
- e) All lights and bulbs shall be operational and work;

- f) There shall be no unpaid rent or Additional Rent, late charges, fees or any other moneys due from Tenant to Landlord;
- g) Tenant shall return all keys and garage door openers to Townhome to Landlord upon vacating by Tenant; and
- h) No items such as trash, furniture, etc. should be left in the Townhome. If not removed by Tenant upon vacating, Tenant will be charged for removal and disposal of the items.

Landlord may deduct from the Security Deposit the cost of compliance with any of the forgoing conditions or other obligations pursuant to this Lease Agreement, which Tenant fails to comply with, including deductions for labor and materials.

Tenant may not elect to use the security deposit as payment for rent that Tenant owes under the Lease.

### 3. Use

Tenant will use the Townhome only as a primary dwelling. Tenant represents to us that only the following persons (and no others) will occupy the Townhome:

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Tenant must advise Landlord immediately in writing and Landlord must provide approval in Landlord's sole discretion of any change in the occupants, subject to applicable law.

There shall be no more than two (2) occupants per bedroom, unless a higher number is permissible according to the U.S. Department of Housing and Urban Development or other applicable local, state, or federal law.

### 4. Utilities and Services

Tenant shall directly secure and pay for all utilities used in the Townhome, including natural gas and electricity as billed.

Tenant shall pay for water and sewer service, as billed by Landlord or any third party designated by Landlord.

Tenant shall make all payments pursuant hereto in a timely manner. In the event that Tenant fails to make any payment pursuant to this paragraph (or otherwise under this Lease Agreement) when due, Landlord may pay the same and charge the same to Tenant as Additional Rent due immediately.

Tenant shall arrange with the appropriate natural gas & electricity service to be transferred or turned on in the leased Townhome on the first day of the lease term, regardless of actual intended move in date.

Tenant shall keep the utilities for the leased Townhome "on" and continuing to the leased Townhome until the last day of the lease term, as noted above.

Any costs incurred by the Landlord due to Tenant's delayed natural gas & electricity transfer or turn on to the leased Townhome or early utility shutoff before the end of the lease term will be charged to the Tenant as Additional Rent.

Landlord does not provide cable television or internet service to the Townhome as part of the rent.

### 5. Maintenance, Repairs, and Alterations

Tenant will take good care of the Townhome and will keep the same clean and in good order and repair, less reasonable wear and tear.

- a) Tenant will pay to the Landlord the cost to repair all damage caused by Tenant, Tenant's guests and invitees to the Townhome and Villas at Monarch Manor community. Landlord shall have the right to make such repairs and charge the cost thereof to Tenant as Additional Rent.
- b) Tenant will not abandon or leave the Townhome vacant during the lease term. If at any time during the lease term, Tenant has removed all or substantially all of the permanent property from the premises, the Landlord shall have the right to enter the Townhome in order to clean and redecorate

the Townhome without affecting or changing any of the terms of this Lease Agreement, with no abatement to rent.

- c) Tenant will not, without Landlord's written approval:
- Install any paneling, flooring, built-in decorations, partitions or railings, do any painting or wall papering or make other alteration to the Townhome;
  - Drill into or attach anything to closets, cabinets, floors, walls or ceiling of the Townhome;
  - Install, change or remove any locks, chain-guards, or security systems of the Townhome;
  - Bring into the Townhome any dishwashing, heating, ventilation, dehumidifying or air conditioning units or water-filled furniture;
  - Install any shades, blinds, screens, window guards or signs (other than curtains or drapes) in or outside the windows of the Townhome, or permit any accumulation of refuse in the Townhome.
- d) Tenant will use reasonable care to use and maintain the carpeting in the Townhome in substantially the same condition as delivered to the Tenant, except reasonable wear and tear. If Tenant chooses to clean the carpet during the lease term, Tenant will do so pursuant to manufacturer's specifications. At the end of the lease term, Tenant will pay a onetime, non-refundable carpet cleaning fee in the amount of \$200.00. This fee shall be payable as Additional Rent and due with the last rent for the lease term. In the event that Tenant does not pay said Additional Rent for carpet cleaning, Landlord will withhold the same amount from the Security Deposit.
- e) Tenants, their guests and invitees shall park only in the garage and driveway designated for the Townhome. Tenants shall not block or park in any turnaround spots, any roads, or block any access to any other Townhome or in or out of the Villas at Monarch Manor community.
- f) At Landlord's sole option, any or all alterations made by Tenant to the Townhome either shall become the property of Landlord without reimbursement to Tenant or be removed at the end of the lease term and the Townhome restored to its original condition, all at Tenant's expense. Any such costs may be charged to Tenant as Additional Rent.

## 6. Compliance with Rules and Regulations

Tenant agrees to abide by the rules and regulations for the Villas at Monarch Manor community, a copy of which is provided with this Lease Agreement. Landlord may change these rules and regulations from time to time and provide an updated copy to Tenant. Tenant shall use good and reasonable care in the use of all common and public areas, and property of Landlord and the Villas at Monarch Manor community.

## 7. Compliance with Laws

Tenant and Tenant's family, guests or visitors are required to comply with any laws or regulations in the Townhome or the Villas at Monarch Manor community. Tenant shall pay as Additional Rent the amount of any fines or penalties, which Landlord is required to pay because of Tenant, or Tenant's family, guests, violation of any law or regulation affecting the Townhome or the Villas at Monarch Manor community.

## 8. Renter's Insurance

Tenant is required to carry Renter's Insurance on their personal property as Landlord cannot and does not insure Tenant's personal property against loss and damage. Landlord is to be named as additional insured on Tenant Renter's Insurance policy.

## 9. Flood Disclosure

The Townhome is not located in a Federal Emergency Management Agency ("FEMA") designated floodplain.

The Townhome is not located in the Special Flood Hazard Area ("SFHA"; "100-year floodplain") according to FEMA's current Flood Insurance Rate Maps for the Townhome's area.

The Townhome is not located in a Moderate Risk Flood Hazard Area ("500-year floodplain") according to FEMA's current Flood Insurance Rate Maps for the Townhome's area.

The Townhome has not experienced any flood damage due to a natural flood event, such as heavy rainfall, coastal storm surge, tidal inundation, or river overflow.

Flood insurance is available to renters through the Federal Emergency Management Agency's (FEMA's) National Flood Insurance Program (NFIP) to cover your personal property and contents in the event of a flood. A standard renter's insurance policy does not typically cover flood damage. You are encouraged to examine your policy to determine whether you are covered.

#### 10. Laundry

##### a) Liability

Tenant shall remain solely liable for any damage arising in connection or caused by the washer or dryer, and/or the use thereof.

##### b) Indemnification

Tenant shall, on demand, indemnify, defend and hold harmless Landlord for, from and against any and all claims, damages and losses, including reasonable attorney's fees and other costs and expenses, arising from the use, operation, installation and/or otherwise in connection with any washer and/or dryer in the Townhome or intended for Tenant's use, whether provided by Landlord or otherwise secured by Tenant.

#### 11. Waterbeds, Trampolines, Swimming Pools

Waterbeds, trampolines and swimming pools are not allowed in Tenant's Townhome or on Townhome property.

#### 12. Smoking and Drug Use

Smoking and illegal drug use is not allowed within Townhome or on Townhome property, by Tenant or Tenant's guests.

#### 13. Notice to Vacate at End of Term

Tenant must give Landlord at least sixty (60) days written notice of Tenant's intention to vacate the Townhome at the end of the lease term. If Tenant fails to give this notice, Tenant is in default of the Lease Agreement provisions and may be held liable for at least one additional month's rent, in addition to any other penalties applicable to default.

NOTE: Tenant is not permitted, based on this section, to give Landlord notice that Tenant will leave prior to the end date of this Lease Agreement as stated on page 1.

#### 14. Pets - Animals Not Allowed

No dogs and/or cats and/or other animals are allowed at anytime to be in the Townhome.

### B. OBLIGATIONS OF LANDLORD

#### 1. Utilities and Services

Landlord shall furnish to Tenant a furnace, an air-conditioner, and hot water heater.

Landlord shall furnish to Tenant (via the Monarch Manor Home Owner's Association) normal maintenance and repairs to the external walls, structure and roof of the Townhome (unless damage caused by Tenant or Tenant's guest).

If any services are reduced or disconnected because of matters beyond the control of the Landlord, Tenant may not withhold or reduce rent and Tenant's obligations hereunder shall not be affected thereby.

#### 2. Access by Landlord

Landlord may enter the Townhome at reasonable times on notice in order to make repairs, inspect or to show the Townhome to possible or actual purchasers, mortgage lenders, possible future residents, appraisers, workmen or contractors, except as otherwise provided herein.

Landlord respects Tenant's privacy and will attempt to notify Tenant twenty-four (24) hours before entering Tenant's Townhome, except in cases of emergency. Landlord may enter the Townhome at any time without notice or Tenant's consent, at Landlord's sole discretion, in case of emergency.

Tenant acknowledge that in some cases Landlord will need to enter Tenant's Townhome to handle an emergency or make ordinary repairs to another Townhome or part of the building in which the Townhome is located.

If Tenant contacts Landlord to request a repair, then Landlord is not required to notify Tenant of the responding service call.

### 3. Assignment or Subletting

Tenant may not assign this Lease Agreement or enter into a sublease without Landlord's prior written consent. If approved by Landlord, Tenant will pay a one-month's rent penalty as an administrative fee for said assignment.

If Tenant makes an assignment or sublease, with or without the consent of Landlord, Landlord may collect rent from the new Tenant and credit it to any sums Tenant may owe Landlord under this Lease Agreement. Collection of rent from the new Tenant does not indicate Landlord's consent to the assignment or sublease.

Tenant shall remain liable under this Lease Agreement unless released in writing by Landlord, as determined in Landlord's sole discretion.

### 4. Condition of Townhome on Renting

Landlord shall deliver the Townhome in good order and repair. Tenant has inspected the Townhome and agrees that the same is in good order and repair.

Tenant accepts the Townhome and all furnishings in their present condition "as is", and Landlord has not promised to do any work as part of Tenant's agreeing to occupy the Townhome.

## C. GENERAL OBLIGATIONS

### 1. Damage to Townhome or to Villas at Monarch Manor community

If the Townhome is damaged by fire, storm or other casualty such that it is uninhabitable, then this Lease Agreement shall terminate as of the date of the casualty and rent shall be paid up to the date of the casualty by Tenant. Upon termination of this Lease Agreement, Tenant shall deliver the Townhome to Landlord together with any sums due to date.

However, if the Townhome is damaged by casualty but remains habitable, then Landlord may so terminate the Lease Agreement or determine that this Lease Agreement shall continue, but Tenant's rent shall be reduced in proportion to the area within the Townhome which is not habitable until the Townhome has been repaired. Deck and other nonessential elements of the Townhome shall not be counted in determining the habitable parts of the Townhome.

If casualty damages any part of the Villas at Monarch Manor community, even if the Townhome is not damaged, Landlord also shall have the option to terminate this Lease Agreement as determined by Landlord.

If the Townhome or any part of the Villas at Monarch Manor community is damaged or destroyed by casualty resulting from any act by Tenant or any of Tenant's family, guests, or visitors, Tenant shall be liable to Landlord for the costs of any such damage and Tenant shall upon demand pay Landlord such costs as Additional Rent.

### 2. Condemnation

If any or all of the Townhome is taken by a governmental agency or other body having the right to take property, this Lease Agreement shall end on the date of the taking and Tenant shall have no claim for the value of the Lease Agreement or any part of any award for the taking, all of which shall belong to Landlord.

Any rent paid by Tenant after the date of the taking shall be refunded to Tenant, pro-rated to date of taking. Upon termination of this Lease Agreement, Tenant shall deliver the Townhome to Landlord together with any and all sums due to that date.

### 3. Removal at End of Term

At the end of this Lease Agreement, Tenant will leave the Townhome by 12:00 noon on the last day of the lease term or date of termination, and leave the Townhome in good condition and substantially the same condition as delivered to, Tenant, subject to only reasonable wear and tear, vacuum cleaned.

Tenant will remove all Tenant's personal property from the Townhome. If Tenant fails to leave the Townhome when the Lease Agreement ends, Tenant shall be in default of the Lease Agreement and shall pay rent for any holdover period at the rate per month of 200% of the monthly installments for the immediately previous lease term and also pay Landlord for any and all damages Landlord sustains as a result of the Tenant's failure to vacate the Townhome.

In the event that Tenant vacates the Townhome and leaves behind personal property of any type, Tenant hereby consents to Landlord disposing of such property as determined by Landlord and to immediately pay all costs of such disposal, with interest at the maximum rate allowed by law.

### 4. Default

Tenant will be in default under this Lease Agreement if Tenant does any of the following:

- a) Tenant fails to pay rent or Additional Rent when due; or
- b) Tenant assigns this Lease Agreement or sublets the Townhome without Landlord's written consent; or
- c) Tenant violates any term of this Lease Agreement, any term of any signed Addendum to this Lease Agreement, the Rules and Regulations or any other agreement between the parties; or
- d) Tenant or Tenant's family, guests, or visitors engage in illegal, improper, or objectionable conduct.

Landlord will give Tenant written notice of default specifying the default and Tenant will have three (3) days to cure the default, except in the event of default in payment of rent or Additional Rent. If Tenant fails to cure the default within the three (3) day period, Landlord shall have the option to terminate the Lease Agreement by giving written notice to Tenant and/or Landlord may turn Tenant over to a collection agency and/or bring legal action against Tenant to recover possession of the Townhome and all amounts Tenant may owe including rent, Additional Rent, expenses incurred in recovering possession, re-renting or repairing the Townhome or Villas at Monarch Manor community, attorneys' fees resulting from attempts to take possession of the Townhome and amounts due under the Lease Agreement, disbursements, penalties and interest.

In the event of default in payment of rent or Additional Rent, Landlord shall have the option to deliver notices as provided above for other defaults or to give a single written notice of default specifying the default and terminating the Lease Agreement effective immediately, and/or Landlord may turn Tenant over to a collection agency and/or bring legal action against Tenant to recover possession of the Townhome and all amounts Tenant may owe including rent, Additional Rent, expenses incurred in recovering possession, re-renting or repairing the Townhome or Victoria Woods Community, attorney's fees resulting from attempts to take possession of the Townhome and amounts due under the Lease Agreement, disbursements, penalties and interest. Tenant shall pay all Landlord's costs and expenses in the enforcement of this Lease Agreement, including all reasonable attorney's fees, costs and expenses.

In the event of default under this Lease Agreement, Landlord may re-rent the Townhome and any rent received shall be applied to all amounts Tenant may owe including rent, Additional Rent, expenses incurred in recovering possession, re-renting or repairing the Townhome or Victoria Woods Community, attorney's fees, disbursements, penalties and interest.

In the event of default by the Tenant under this Lease Agreement, Tenant agrees that Landlord may apply the Security Deposit to any and/or all amounts Tenant may owe including rent, Additional Rent, expenses incurred in recovering possession, re-renting or repairing the Townhome or Victoria Woods Community, or in enforcing the terms of this Lease Agreement; attorney's fees; disbursements; and penalties.

If this Lease Agreement is ended, or Tenant vacates the Townhome before the end of the Lease Agreement term, rent and additional rent for the remainder of the Lease Agreement term will become immediately due and payable. If Landlord is able to re-rent the Townhome to a new tenant before current Tenant's Lease Agreement term has ended, any rent Landlord receives will be applied as credit to the money current Tenant owes.

#### 5. Limited Liability

Landlord shall not be liable for injury or damage to Tenant, Tenant's guests or invitees and Tenant hereby releases Landlord from any such liability. Tenant hereby indemnifies and holds Landlord harmless for, from and against all claims, losses or damages, including all reasonable attorney's fees, costs and expenses, arising from any such injury or damage. In any action against Landlord by Tenant, Tenant's family or guests, recovery shall be limited to liquidated damages in the amount paid by Tenant to Landlord under the terms of this Lease Agreement.

#### 6. Miscellaneous

- a) Tenant represents that all statements made on his/her Application and in this Lease Agreement are true and correct;
- b) If more than one person signs this Lease Agreement, then each person agrees to be jointly and severally liable for all obligations under this Lease Agreement. This means that Landlord can collect the full amount owed hereunder from any one Tenant;
- c) Landlord's failure to enforce any provision of this Lease Agreement shall not prevent Landlord from enforcing the same or any other provision at a later time;
- d) This Lease Agreement may be changed only by a written agreement signed by both parties. The Rules and Regulations may be changed at any time;
- e) This Lease Agreement is binding on Tenant and Landlord and their respective successors, assigns, heirs, executors, administrators and personal representatives;
- f) If any provision of this Lease Agreement is unenforceable, the rest of the Lease Agreement will be unaffected.
- g) This Lease Agreement is and shall be subject and subordinate to all ground and underlying leases and to all mortgages, which may now or later affect such leases or the Victoria Woods Community and to all renewals, modifications, consolidations, replacements and extensions of any leases or mortgages.

#### 7. Waiver of Jury, Counterclaim, and Set off

Tenant waives any right to trial by a jury in any matter, which comes up between the parties under or because of this Lease Agreement. In a proceeding to get possession of the Townhome, Tenant shall not have the right to make a counterclaim or set-off.

#### 8. Bankruptcy, Insolvency

If Tenant assigns property for the benefit of creditors, or Tenant files a voluntary petition or if an involuntary petition is filed against Tenant under any bankruptcy or insolvency law, or a Trustee or Receiver of Tenant or Tenant's property is appointed, Landlord may give Tenant thirty (30) days notice of the cancellation of the term of this Lease Agreement. If any of the foregoing are not fully dismissed within such thirty (30) days, the lease term shall terminate as of the date stated in the notice. If the Lease Agreement is so terminated, Tenant shall be responsible for payment of such sums and damages as if Tenant defaulted by non-payment of rent, and Tenant shall pay all sums due pursuant to this Lease Agreement.

#### 9. No Liability for Failure to Give Possession

Landlord shall not be liable to Tenant for failure to give possession of the Townhome when promised. If Landlord fails to do so, this Lease Agreement will remain in effect, but the term shall not be extended. Tenant shall not have to pay rent until possession is given.

#### 10. Addenda to Lease

The following items are attached hereto and made a part of this Lease Agreement:

Villas at Monarch Manor community Rules and Regulations

The parties have entered this Lease on the date first mentioned above, as evidenced by their signatures below.

LANDLORD:

By: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

TENANT:

By: \_\_\_\_\_ Date: \_\_\_\_\_ Witness: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_ Witness: \_\_\_\_\_



## Villas at Monarch Manor community Rules and Regulations

Tenant, any persons permitted to live in the Townhome with Tenant, and Tenant's guests must comply with these rules and regulations. Notice of new or changed rules and regulations will be given to Tenant. Landlord need not enforce rules and regulations against other Tenants. Landlord is not liable to Tenant if another Tenant violates these rules and regulations. Tenant receives no rights under these rules and regulations:

1. **Advertising and Signs:** No political or other signage or other advertising device of any nature shall be placed for display to the public on any lot or other portion of the property, except one temporary sign placed on the building, windows or fences advertising property for sale. Signed indicating the presence of an alarm system is permitted.
2. **Air Conditioners:** No unit owner shall install or permit to be installed any window mounted or through-the-wall mounted air conditioner in his / her unit.
3. **Alterations and Improvements:** No exterior alteration, addition or modification may be made by an owner or his successor without first submitting a Variance Request to the Board of Directors and obtaining its approval in writing.
4. **Basketball Backboards:** No freestanding or permanently attached basketball backboards and nets shall be installed by a homeowner anywhere on the property.
5. **Clotheslines:** Clotheslines are not permitted outside a homeowner's patio area and no clothing or other items shall be hung out to dry on the front porch of any unit.
6. **Commercial and Professional Activity on Property:** No wholesale or retail business, including salon, studio, laboratory, home industry, medical or dental office, shall be conducted in or on any lot or other portion of the property, except the conducting of business by telephone. This restriction is not intended to preclude the operation of an in-home office for purposes other than those set forth above.
7. **Exterior Decorations:** Ornamental decorations and plants are allowed on within the private patio area and on the unit's front porch. A maximum of two (2) small lawn ornaments and three (3) hanging plants are permitted within the homeowner's designated planting area No window flowerboxes may be attached anywhere on the structure of any unit.

While we certainly enjoy feeding and watching our feathered friends, bird feeders also attract rodents. On the common grounds, only one feeder is permitted if suspended from a tree branch. No freestanding feeders are allowed on the common areas. Homeowners may install bird feeders on their patios but should be considerate of the adjoining property. Birdhouses and wind chimes are not allowed in the common area but may be installed on the homeowner's property. All plants, doormats, chairs and other decorations should be removed from porches and stoops by November of each year to facilitate snow removal.

One wall-mounted flag holder is permitted on each residence. No freestanding flagpoles are permitted in the common area. Ornamental seasonal flags are allowed but flags denoting colleges, sports teams and the like are not permitted. American flags are allowed but not the flags of other nations.

A year-round welcome plaque, nameplate or wreath may be displayed in the front entrance area. Any damage to the siding caused by the use of fasteners must be repaired by the homeowner at his /her expense.

Temporary decorations for the holiday season may be displayed between Thanksgiving and mid-January. No decorations may be placed on the roof surface. Any damage to the siding will be the

responsibility of the homeowner. For safety reasons, no extension cords are permitted on the front stoop or porch. In the event of severe weather, the January 15th deadline for removal may be extended by the Board.

8. **Traffic Safety:** No unregistered motor vehicle without valid license plates, including but not limited to mini-bikes, trail bikes, go-carts, golf carts, snowmobiles/ and mopeds, shall be operated or parked on the owner's driveway. Unlicensed vehicles must be parked in the homeowner's garage.
9. **Noxious or Offensive Activities:** Noxious or offensive activity is prohibited on any portion of the property. Any nuisance or public annoyance that is conducted in the development shall subject the offender to penalty. These activities include emission of smoke, dust, fumes, herbicides/ insecticides/ or any other materials that may be detrimental to public health/safety and welfare. This includes any activity that may be injurious to property/ vegetation or animals that could adversely affect property values or otherwise produce a public nuisance or hazard. Any activity that violates applicable town or village ordinances will be reported to the appropriate governmental authority for enforcement.
10. **Outdoor Repair Work:** No repair work on motor vehicles, boats or machines of any kind shall be permitted outdoors on the property.
11. **Parking:** Every home was built with a garage and space for one vehicle. There is no parking in areas that could prevent easy access for emergency vehicles, snow removal equipment or normal traffic. Any vehicles determined to be in violation of these regulations shall be ticketed and subject to fines by the Association.
12. **Commercial and Recreational Vehicles:** No recreational vehicle or vehicle used for commercial or delivery business, including those with logos, may be stored or parked on any portion of the property, except in an enclosed garage. Vehicles making deliveries or providing services to the Homeowners or the development will be permitted during business hours.

Boats, trailers and recreational vehicles may be parked only in a unit driveway for a short time not to exceed 5 days. Any vehicles determined to be in violation of these regulations shall be ticketed and subject to fines by the Association.

13. **Pets:** Pets are not allowed in your Townhome.
14. **Pools:** No Homeowner may install a pool anywhere on the property.
15. **Retention Ponds:** No swimming or ice skating is allowed on or in the ponds.
16. **Storm and Screen Doors:** A plain style combination storm and screen door may be installed on front doors with the approval of the Architectural Committee to permit the correct selection of color and style.
17. **Television and Radio Antennas, Satellite Dishes:** No exterior antenna or satellite dish measuring more than one (1) meter shall be installed or maintained upon any portion of the property without prior approval of the Board of Directors. Unit Owners are responsible for any damage to their Unit as a result of installation. See satellite disk policy on page 191.
18. **Soliciting:** No door-to-door solicitation is allowed without prior written permission by the Board of Directors.
19. **Standby Generators:** No Homeowner may install a standby generator without approval from the Board of Directors. In addition, only natural gas units are permitted and all state, local and utility company requirements must be followed.
20. **Swing Sets:** No swing sets or outdoor play structures shall be allowed on the Property.

**AUTOMATED CLEARING HOUSE (ACH)  
DEBIT AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS**

I authorize Mertensa, LLC to initiate ACH debits from my account for the monthly rent amount of \$2,400.00.

The debit entry will have the effective date of the FIRST (1<sup>st</sup>) of each month beginning MAY 1, 2024 and ending with the APRIL 1, 2025 debit (final debit).

In the event that this day falls on a non-business day, the effective date will be the following business day.

If the original ACH debit should be returned by my bank for reason of insufficient funds, I hereby authorize Mertensa, LLC to re-initiate the ACH debit one time only.

This authorization is to remain in full force and effect until Mertensa, LLC has received written notification from me of its termination, or until the final debit has been completed. Written notification must be received by Mertensa, LLC 5 or more days prior to the next scheduled debit effective date.

I have provided the appropriate bank information by attaching a copy of a voided check. If a savings account is chosen, I have provided the correct account information.

Depository Name: \_\_\_\_\_

Branch Name: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Type of Account: \_\_\_\_\_ Checking \_\_\_\_\_ Savings

Routing Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Ref: 5875 Monarch Dr

NOTE: ALL WRITTEN DEBIT AUTHORIZATIONS MUST PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.