
Sunset Lake Association

30505 East Lake Drive, Girard, IL 62640

Fax/Phone 217-627-3339

Lake Shore Lease #

Property # 14-xxx-xxx-xx

1. THIS LEASE, made this **28th day of October, 2020** by sunset Lake Association, Girard, IL., hereinafter called the Association, and **XXXXXXXX, husband and wife, not as tenants in common but as joint tenants with the right of survivorship, of street, city, state, zip** hereinafter called custodian.

Surrendered by: **John Doe**

2. WITNESS THAT: Whereas the Association has acquired the land for a large artificial lake including for its protection a surrounding zone of marginal or shore land, and the leasing of portions of shore land to persons of good reputation and character and will aid in protecting said lake from pollution, undue erosion, and other injury by promoting forestation, suitable vegetation, and the improvement, care and maintenance of the premises.
3. THEREFORE, in furtherance and in aid of said stated purposes, the Association does hereby lease to the above named custodian that part of said marginal land described as **Lot(s) XX, Block(s) xx** in North Otter Township, in Macoupin County, Illinois, as surveyed, platted and recorded in **Document #xxxxx PlatBook x, page xx**, in the Macoupin County Recorder's Office, Carlinville, Illinois to have and to hold above described lottage for the term of 99 years beginning **October 28, 2020 and ending October 28, 2119** unless sooner terminated as hereinafter provided.
4. **ASSESSMENTS AND FEES:** The custodian agrees to pay to the Association within ninety (90) days after receipt of a billing from the Association such assessments, special assessments and maintenance fees as may from time to time be levied by the Board of Directors of the Association. After due notice and failure to pay the said assessment or maintenance fees within said ninety (90) day period shall work an immediate cancellation of this lease without notice. The Association shall thereafter send notice of this cancellation to the custodian who shall have a period of thirty (30) days after receipt of notice, to vacate the premises. In

the event the custodian does not vacate said premises, the association may at once and without further demand or notice, re-enter and take possession of the premises, and expel the custodian using force as may be necessary without being guilty of trespass or forcible entry or detainer or without being liable for any loss or damage caused thereby. It is understood and agreed that in the event of the cancellation or termination of this lease pursuant to this paragraph all improved structures and buildings and other improvements made on the premises shall become the property of the Association as liquidated damages sustained by the Association.

5. **TAXES, LOCAL IMPROVEMENTS, ETC.:** The custodian will also pay before the same becomes delinquent all taxes and assessments levied on any part of the leased premises and the improvements thereon during the term of this lease. The property tax bill goes to **SLA member, street, city, state, zip**
6. **DWELLINGS:** Before beginning construction of any dwelling or other structure, a plan thereof including all appurtenances, plumbing, sewage disposal, and the location on the leased premises shall be submitted to and approved by the Association. Any structure built without such approval shall be altered or removed by the custodian at the Association's request.
7. **GENERAL REGULATIONS:** The custodian will keep all of the leased premises in sanitary condition, decent, neat, and free from noxious weeds and debris, and will maintain all improvements thereon attractive in appearance and in good repair, will install, use, and maintain in sanitary condition such toilet, sewage, garbage, ash and refuse facilities for the storage, treatment, or disposal of solid or liquid wastes as may be approved or required by the Association, the State Department of Public Health or other public authority having in charge sanitation and public health. Whenever sewer connections are made available at the leased premises the custodian will connect to such sewer and will not permit any of the premises to be denuded of vegetation so as to cause erosion. The custodian will comply with all rules of the Association and will not permit on the premises any domestic livestock, poultry, or dangerous dogs.
8. **RIGHT TO MORTGAGE:** Neither this lease or any interest therein or in the leased premises shall be assigned or transferred by the custodian, any receiver, trustee in bankruptcy or other representative of the custodian or by operation of law, legal process or any other means whatsoever without the written consent of the Association. Nothing contained herein shall limit the right of the custodian to mortgage the leasehold estate leased by him or the right of the mortgage and said mortgagee's assigns to enforce such mortgage in event of default, acquire title to the leasehold estate and all improvements thereon in any manner provided by law, or to rent said property pending foreclosure, or to transfer said leasehold estate and the improvements thereon, providing said mortgagee and/or assigns have complied with the procedures of transfer and assignment.
9. **SUB-LEASING:** No lease granted by Sunset Lake Association shall be subject to subleasing for any term.
10. **VOLUNTARY CANCELLATION:** Upon full performance of all his accrued obligations hereunder, the custodian may surrender his/her lease and be relieved of any obligations thereafter accruing under the provisions thereof.
11. **SPECIAL RIGHTS OF CUSTODIAN:** The custodian has the right to construct a boat dock on the lake frontage in front of his leasehold, subject to the Association's rules and regulations, and to consider it as his private property.
12. **IF DEFAULT** is made in any of the provisions herein by the custodian, and such default not made good within thirty days after written notice thereof from the Association to the custodian and any mortgage holder, or if the custodian fails to vacate the premises at the expiration of the term of this lease, or if there be any transfer of this lease or any interest therein, except in compliance with the provisions of paragraph 7, or in any such case the Association may, at its option, at once and without further demand or notice, terminate this lease and re-enter and take possession of the premises and expel the custodian and all other persons found on the premises, using force as may be necessary without being guilty of trespass or forcible entry or detainer or liable for any loss or damage caused thereby. And all buildings and appurtenances placed on the leased premises shall at the option of the Association become the property of the Association in full settlement ad liquidated damages sustained by the Association by reason of such default of the custodian. To secure the payment of rent and performances of all other obligations of the custodian to the Association,

the Association shall have lien, prior to all other liens (except mechanic's liens) on all buildings and appurtenances placed on the leased premises and also all other liens and remedies given by law. And, at the Association's option any lien in favor of the Association may be enforced in equity or by distress, or by foreclosure sale, in like manner as chattels are sold at chattel mortgage foreclosure sales. It is understood and agreed that remedies specified in paragraph 4 of this lease available to the Association upon failure to pay assessments and fees are not exclusive of the remedies available under this paragraph for the same default. The Association may at its option exercise the remedies provided for in this paragraph instead of or in addition to the remedies specified in paragraph 4.

- 13. THE ASSOCIATION hereby acknowledges that the mortgage holder of any custodian will be sent a copy of all notices to the custodian of default or of proposed forfeiture of custodian's lease under Paragraph 4, or Paragraph 12 by certified mail. The mortgage holder will have the right to cure any default within thirty days after such notice. It is the obligation of the custodian to inform the Association of the name and address of such mortgagee to the Association upon written request, or pay the Association's expense for a title search required before the Association can ascertain whether any notice to mortgage is required by this rider upon surrender of the lease.
- 14. CONDEMNATION: If the leased premises is the subject of condemnation proceedings or is seized by the power of eminent domain, any proceeds of such eminent domain or condemnation proceeding shall be paid to the custodian, the Association, and any mortgage holder as their interest may appear.
- 15. THE CUSTODIAN named below, is the true owner of such lease and is not taking title to same on behalf of, for the convenience of, or for the benefit of any other person or organization.

IN WITNESS WHEREOF: The Association and Custodian have executed this lease on the date first above written.

Custodian _____

Custodian _____

State of Illinois, County of _____

Signed and sworn (or subscribed or affirmed) before me on this ____ day of _____, 2020.

_____ (name of person{s})

Signature Notary Public _____

(Seal)

Sunset Lake Association Corporate Seal

Board President _____

Board Secretary _____