

# LEASE

## RENTAL AGREEMENT / RESIDENTIAL LEASE

This Rental Agreement / Residential Lease shall be referred to as "LEASE" and shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. Landlord/Lessor/Agent, LakeShore Bay LLC, (Manager Charles Cameron) shall be referred to as "OWNER" and Tenant(s)/Lessee, Eugene Camon III and Tyese Camon, shall be referred to as "RESIDENT." As consideration for this agreement, OWNER agrees to rent/lease to RESIDENT and RESIDENT agrees to rent/lease from OWNER for use solely as a private residence, the premises located at 2222 Cuhlman Rd. in the city of Lakemoor, Illinois.

1. **TERMS:** RESIDENT agrees to pay in advance \$4095.00 per month on the 1st day of each month for the first year of the lease. This agreement shall commence on 2/01/19 and continue until the termination date of this lease, which is 01/31/21. After the first year, on 2/1/20 this lease will have an increase of five percent, total amount of monthly rent payment shall be \$4299.75.

2. **PAYMENTS:** Rent and/or other charges are to be paid at such place or method designated by the owner as follows 12648 Park Ave. Windermere, FL 34786. All payments are to be made by check or money order or wire transfer.

3. **SECURITY DEPOSITS:** The security deposit paid for the prior lease shall be retained for this lease also. The security deposit, in compliance with the terms and conditions of this agreement and shall be refunded to RESIDENT within 60 days after the premises have been completely vacated less any amount necessary to pay OWNER; a) any unpaid rent, b) cleaning costs, c) key replacement costs, d) cost for repair of damages to premises and/or common areas above ordinary wear and tear, and e) any other amount legally allowable under the terms of this agreement. A written accounting of said charges shall be presented to RESIDENT within 30 days of move-out. If deposits do not cover such costs and damages, the RESIDENT shall immediately pay said additional costs for damages to OWNER.

4. **LATE CHARGE:** A late fee of \$195.00, (not to exceed 5 % of the monthly rent), shall be added and due for any payment of rent made after the 5th of the month. Any dishonored check shall be treated as unpaid rent, and subject to an additional fee of \$35.

5. **UTILITIES/MAINTENANCE:** RESIDENT agrees to pay all utilities and/or services whatsoever based upon occupancy of the premises, including but not limited to gas, electric, phone, cable, garbage, security, pest prevention and removal. RESIDENT agrees to pay for all upkeep and maintenance of the house and property, the grass and driveway and dirt road leading up to the house from Cuhlman Road, including but not limited to, lawn mowing, tree trimming, snow removal, light bulbs, smoke/carbon monoxide detectors, plumbing backup, well/septic, etc. for each of which RESIDENT is responsible for all tools, materials, and labor to complete the job. RESIDENT agrees to pay all fines and violations assessed by the city, county, or state. Repairs of furnace and septic will be responsibility of OWNER. RESIDENT will maintain well

and septic in good condition. RESIDENT agrees to reimburse OWNER for property insurance costs for the house and property.

**6. OCCUPANTS:** Guest(s) staying in the rental for more than 7 consecutive days, or a total of over 20 days in any 12 month period, is considered a resident. If done so without the written consent of OWNER shall be considered a breach of this agreement. ONLY the following individuals, AND NO OTHERS shall occupy the subject residence for more than 20 days unless the expressed written consent of OWNER obtained in advance \_\_\_\_.

\_\_Eugene Camon III\_\_\_\_\_  
Occupant

\_\_Tyese Camon\_\_\_\_\_  
Occupant

\_\_\_\_\_  
Occupant

\_\_\_\_\_  
Occupant

\_\_\_\_\_  
Occupant

\_\_\_\_\_  
Occupant

If any additional occupants are found to be living in the residence in the sole opinion of OWNER, additional rent of \$200 per each additional occupant shall be charged as rent for that month.

**7. PETS:** No animal, other than listed below, including fowl, fish, reptile, and/or pet of any kind shall be kept on or about the premises, for any amount of time, without obtaining the prior written consent and meeting the requirements of the OWNER. Such consent if granted, shall be revocable at OWNER'S option upon giving a 30 day written notice. Any damage to wood floors, carpets, walls, or doors from dog scratches/bites/dirt will be the responsibility of RESIDENT to repair/replace at OWNERS direction. RESIDENT also agrees to carry insurance deemed appropriate by OWNER to cover possible liability and damages that may be caused by such animals.

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**8. LIQUID FILLED FURNISHINGS:** No liquid filled furniture, receptacle containing more than ten gallons of liquid is permitted without prior written consent and meeting the requirements of the OWNER. RESIDENT also agrees to carry insurance deemed appropriate by OWNER to cover possible losses that may be caused by such items.

**9. PARKING:** When and if RESIDENT is assigned a parking area/space on OWNER'S property, the parking area/space shall be used exclusively for parking of passenger automobiles and/or those approved vehicles listed on RESIDENT'S Application attached hereto. RESIDENT is hereby assigned or permitted to park only in the following area or space garage. The parking fee for this space (if applicable is \$ 0 monthly. Said space shall not be used for the painting or repair of vehicles. No other parking space shall be used by RESIDENT or



RESIDENT'S guest(s). RESIDENT is responsible for oil leaks and other vehicle discharges for which RESIDENT shall be charged for cleaning if deemed necessary by OWNER. RESIDENT will not park or store large equipment and/or vehicles used for business purposes, except for temporary necessities.

10. **NOISE:** RESIDENT agrees not to cause or allow any noise or activity on the premises which might disturb the peace and quiet of another RESIDENT and/or neighbor. Said noise and/or activity shall be a breach of this agreement.

11. **DESTRUCTION OF PREMISES:** If the premises become totally or partially destroyed during the term of this Agreement so that RESIDENT'S use is seriously impaired, OWNER or RESIDENT may terminate this Agreement immediately upon three day written notice to the other.

12. **CONDITION OF PREMISES:** RESIDENT acknowledges that he has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all items listed on the attached property condition checklist, if any, and/or all other items provided by OWNER are all clean, and in good satisfactory condition except as may be indicated elsewhere in this Agreement. RESIDENT agrees to keep the premises and all items in good order and good condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by RESIDENT, his guests and/or invitees, except as provided by law. At the termination of this Agreement, all of above items in this provision shall be returned to OWNER in clean and good condition except for reasonable wear and tear and the premises shall be free of all personal property and trash not belonging to OWNER. It is agreed that all dirt, holes, tears, burns, and stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear. RESIDENT is responsible for all landscaping, mowing, and snow removal for the premises. RESIDENT agrees not to smoke or allow smoking of cigarettes, cigars, or any vapor related smoking material in the house. Any breach of such shall not be considered normal wear and tear, and may require (at OWNER's sole determination) but not be limited to painting of the entire interior of the house and replacement of all carpets in the house at RESIDENT's expense.

13. **ALTERATIONS:** RESIDENT will have the right to change the internal lock mechanisms and keys or lock combinations to any external doors of the house at RESIDENT's expense. RESIDENT shall not paint, wallpaper, alter or redecorate, install additional locks, install antenna or other equipment, screws, fastening devices, large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises without the written consent of the OWNER except as may be provided by law.

14: **WASTE MAINTENANCE:** RESIDENT shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles and shall cooperate in keeping the garbage area neat and clean. RESIDENT shall be responsible for disposing of items of such size and nature as are not normally acceptable by the garbage hauler. RESIDENT shall be responsible for keeping the



kitchen and bathroom drains free of things that may tend to cause clogging of the drains. RESIDENT shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by stopping of waste pipes or overflow from bathtubs, wash basins, or sinks.

**15. HOUSE RULES:** RESIDENT shall comply with all house rules as stated on separate addendum, but which are deemed part of this rental agreement, and a violation of any of the house rules is considered a breach of this agreement.

**16. CHANGE OF TERMS:** The terms and conditions of this agreement are subject to future change by OWNER after the expiration of the agreed lease period upon 30-day written notice setting forth such change and delivered to RESIDENT. Any changes are subject to laws in existence at the time of the Notice of Change Of Terms.

**17. TERMINATION:** After expiration of the leasing period, additional monthly rent will be due and owing until vacated by RESIDENT as of the first day of the month. If this lease is terminated for cause, a 30-day written notice of intention to terminate will be sent via regular mail. Where laws require "just cause", such just cause shall be so stated on said notice. The premises shall be considered vacated only after all areas including storage areas are clear of all RESIDENT'S belongings, and keys and other property furnished for RESIDENT'S use are returned to OWNER. Should the RESIDENT hold over beyond the termination date or fail to vacate all possessions on or before the termination date, RESIDENT shall be liable for additional rent and damages which may include damages due to OWNER'S loss of prospective new renters. If the property is sold during the first twenty three months of the term of this lease or any extension, this lease or any extension can be cancelled by OWNER with one month's notice to RESIDENT and payment to Resident of one month's rent. House is not currently on the market.

**18. POSSESSION:** If OWNER is unable to deliver possession of the residence to RESIDENTS on the agreed date, because of the loss or destruction of the residence or because of the failure of the prior residents to vacate or for any other reason, the RESIDENT and/or OWNER may immediately cancel and terminate this agreement upon written notice to the other party at their last known address, whereupon neither party shall have liability to the other, and any sums paid under this Agreement shall be refunded in full. If neither party cancels, this Agreement shall be prorated and begin on the date of actual possession.

**19. INSURANCE:** RESIDENT acknowledges that OWNERS insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall OWNER be held liable for such losses. RESIDENT must obtain and provide proof of an insurance policy to cover any personal losses and liability insurance

**20. RIGHT OF ENTRY AND INSPECTION:** OWNER may enter, inspect, and/or repair the premises at any time in case of emergency or suspected abandonment. OWNER shall give 24 hours advance notice and may enter for the purpose of showing the premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and/or for normal inspections and repairs. OWNER is permitted to make all alterations, repairs and maintenance that in OWNER'S judgment is necessary to perform.

21. **ASSIGNMENT:** RESIDENT agrees not to transfer, assign or sublet the premises or any part thereof.

22. **PARTIAL INVALIDITY:** Nothing contained in this Agreement shall be construed as waiving any of the OWNER'S or RESIDENT'S rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.

22. **NO WAIVER:** OWNER'S acceptance of rent with knowledge of any default by RESIDENT or waiver by OWNER of any breach of any term of this Agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be constituted as a waiver by OWNER of said term, condition, and/or right, and shall not affect the validity or enforceability of any provision of this Agreement.

23. **ATTORNEY FEES:** If any legal action or proceedings be brought by either party of this Agreement, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs in addition to other damages awarded.

24. **JOINTLY AND SEVERALLY:** The undersigned RESIDENTS are jointly and severally responsible and liable for all obligations under this agreement.

25. **REPORT TO CREDIT/TENANT AGENCIES:** You are hereby notified that a nonpayment, late payment or breach of any of the terms of this rental agreement may be submitted/reported to a credit and/or tenant reporting agency, and may create a negative credit record on your credit report.

26. **LEAD NOTIFICATION REQUIREMENT:** For rental dwellings built before 1978, RESIDENT acknowledges receipt of the following: (Please check)

☐ Lead Based Paint Disclosure Form

☐ EPA Pamphlet

27. **NOTICES:** Not receiving notice from OWNER for late/missing rent, fines, or any other charges does not relieve RESIDENT from liability of these charges as assessed under the terms of this lease. All notices to RESIDENT shall be served at RESIDENT'S premises and all notices to OWNER shall be served at \_\_\_12648 Park Ave. Windermere, FL 34786\_\_.

28. **INVENTORY:** The premises contains the following items, that the RESIDENT may use.  
\_Everything\_.

29. **LAKE/LAND USAGE.** RESIDENT will use lake and land in a respectful manner and not pollute/litter or decimate lake fish populations for personal or commercial use. RESIDENT must at all times abide by DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,& EASEMENTS document for the subdivision.



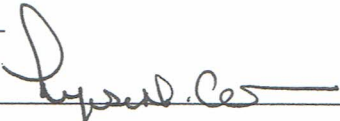
30. **KEYS AND ADDENDUMS:** RESIDENT acknowledges receipt of the following which shall be deemed part of this Agreement: Same as original lease.

31. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between OWNER and RESIDENT. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid.

32. **RECEIPT OF AGREEMENT:** The undersigned RESIDENTS have read and understand this Agreement and hereby acknowledge receipt of a copy of this Rental Agreement.

RESIDENT'S Signature 

Date Feb 4, 2019

RESIDENT'S Signature 

Date Feb 4, 2019

OWNER'S or Manager's Signature \_\_\_\_\_

Date \_\_\_\_\_