

CONDOMINIUM UNIT APARTMENT LEASE  
UNFURNISHED

DATE OF LEASE		TERM OF LEASE		MONTHLY RENT	SECURITY DEPOSIT
6/23/09	BEGINNING	ENDING		\$1,150.00	\$1,150.00
	7/1/2009	6/30/2010			

LESSEE

NAME • Patricia O. McClellan  
APT. NO. • 1515 E. Central Rd. #117C  
ADDRESS OF PREMISES • Arlington Hts., IL 60005

LESSOR

NAME • Dana Point Condominiums  
ADDRESS • 1519 E. Central Road  
Arlington Hts., IL 60005

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor for a private dwelling the condominium unit apartment designated above (the "Premises") for the above Term, subject to all the provisions of this Lease.

ADDITIONAL COVENANTS AND AGREEMENTS (if any)

Rent is due on the first of the month. Late fee of \$25.00 will be due if payment is received after the 5th of the month. Security deposit cannot be used as rent. NSF fee is \$30.00. Rider is made part of this lease. PETS ARE NOT ALLOWED.

1. RENT: Lessee accepts and agrees to pay the above specified rent for the Premises without setoff, deduction or reduction, in advance promptly on the first day of each month in the term. If the term begins or ends on a date other than the first or last day of a month, rent shall be paid at the current rate for the fraction of such month. Unpaid rent shall bear interest at the rate of 15% per annum or the highest legal rate of interest, whichever is lower, from the date due until paid; provided, however, that such amount shall in no event exceed the maximum amount permitted by law.
2. SECURITY DEPOSIT: Lessee has deposited with Lessor the security deposit set forth above to be retained by Lessor to ensure that Lessee faithfully performs all of the covenants and obligations as provided in this Lease. Upon termination of this Lease and the full performance of all obligations as provided herein and payment of all sums due to Lessor, so much of the security deposit as remains unapplied shall be returned to Lessee, including interest, if any, as required by law. In the event Lessee has failed to keep and perform provisions and covenants as provided in this Lease, then Lessor shall deduct resulting damage sustained by Lessor and provide Lessee with an itemized statement of damage and estimated cost of repairing same. This security deposit shall not be treated as an advance payment of rent and Lessee shall not apply the security deposit as rent.
3. SERVICE: Lessee shall be entitled to the following services if and to the same extent provided to other residents in the building ("Building") of which the Premises forms a part:
  - (a) Janitor Service in and about the Building, but not within the Premises.
  - (b) Heat, if heat is under the control of Lessor, between September 15 and the ensuing June 1 whenever heat shall be required for comfortable occupation and use of the Premises as provided by City Ordinance. Lessee shall maintain the temperature of the Premises above 50° at all times.
  - (c) Hot water and cold water for ordinary residential purposes, drawn through fixtures installed by Lessor or by Lessee with Lessor's prior written consent.
  - (d) Elevator Service if the Building is elevator-equipped.
  - (e) Electricity and gas, if gas is connected to the Premises, for ordinary residential and laundry uses. Unless otherwise agreed in writing by Lessor, Lessee will pay directly to the utility companies for all electricity and gas consumed in the Premises including the electricity and gas used in the heating and air conditioning of the Premises.

Lessor does not warrant the quality or adequacy of supply of water, gas, electricity, refrigeration, air conditioning, janitorial service, or elevator service, and does not warrant that any of the services above mentioned will be free from interruption caused by repairs, renewals, improvements, alterations, strikes, lockouts, accidents, inability to obtain fuel or supplies, or other causes beyond the reasonable control of Lessor. Any such interruption of service shall never be deemed an eviction or disturbance of Lessee's use and possession of the Premises or any part thereof, or render Lessor liable to Lessee for damages, or relieve Lessee from performance of Lessee's obligations under this Lease.

4. CONDITION OF THE PREMISES: Lessee has examined the Premises before signing this Lease and is satisfied with the condition thereof, excepting only such alterations, improvements, repairs, decorating and cleaning, if any, which are specifically provided for herein. Lessee's taking possession shall be conclusive evidence as against Lessee that the Premises, including without limitation, heating, plumbing and smoke detector(s), were in good order and satisfactory condition when Lessee took possession hereunder. No promise of Lessor to alter, remodel, improve, repair, decorate or clean the Premises or any part thereof, and no representation respecting the condition of the Premises or the Building, have been made by Lessor to Lessee, unless the same is contained herein or made a part hereof. At the termination of this Lease by lapse of time or otherwise, Lessee shall return the Premises and all equipment and fixtures therein in as good condition as when Lessee took possession, ordinary wear and tear excepted, failing which Lessor may restore the Premises, equipment and fixtures to such condition and Lessee shall pay the cost thereof upon request. Lessee may remove any floor covering paid for and installed by Lessee provided (a) Lessee also removes all nails, tacks, paper, glue, bases and other vestiges of the floor covering and restores the floor surface to the condition existing before such floor covering was installed, or (b) Lessee pays to Lessor, upon request, the cost of restoring the floor surface to such condition. If Lessee does not remove Lessee's floor covering, radiator covers, window blinds, and Lessee's other like equipment from the Premises by the end of the term, Lessee shall be conclusively presumed to have abandoned the same and Lessee's title thereto shall pass under this Lease as a bill of sale to Lessor without payment or credit by Lessor to Lessee thereafter.

5. USE OF PREMISES:

(a) Lessee acknowledges that the Premises is part of a condominium unit, and therefore Lessee's use and occupancy of the Premises is subject at all times to the terms and provisions, covenants and restrictions of the Declaration of Condominium Ownership covering the Building and all applicable rules, regulations and By-Laws of the Condominium Association, as amended or added to from time to time (collectively, "Condominium Documents"), copies of which have been provided to Lessee. The failure of Lessee to perform or observe any of the duties and obligations applicable to Lessee under the Condominium Documents shall constitute a default under this Lease. Lessee shall indemnify Lessor and hold it harmless from and against any damages, direct or indirect, as a result of such non-performance by Lessee.

(b) Lessee will occupy and use the Premises during the term as Lessee's private residence and for no other purpose. This provision forbids especially, but not exclusively, uses such as the keeping of roomers, lodgers and boarders, the sale or barter of merchandise, the carrying on of any trade, profession, business school, course of instruction or entertainment, and the teaching of instrumental or vocal music, dramatics, gymnastics or dancing.

(c) Lessee will not make or permit any use of the Premises which, directly or indirectly, is forbidden by public law, ordinance or governmental regulation, or which is dangerous to life, limb or property, or which tends or will tend to injure the reputation of the Premises or of the Building, or which will disturb any resident of the Building or residents of the neighborhood, or which may increase the premium cost of or invalidate any policy of insurance carried on the Building or by Lessor.

(d) The name of Lessee may be exhibited in the hall or lobby of the Building or elsewhere only in form, manner and substance approved by Lessor.

(f) No dog, cat, reptile, bird or other animal shall be brought into or permitted to be in the Premises or in the Building or any part of it without the prior written consent of Lessor. If Lessor grants permission to keep a pet, Lessee shall abide by all applicable provisions of the Condominium Documents. Such consent, if given, may be revoked at any time without liability of Lessor to Lessee. If written consent is granted, Lessee agrees to pay any costs relating to the keeping of the pet, including, at the termination of the occupancy, any costs of having the Premises cleaned if needed as a result of the pet's presence on the Premises. Failure to insist upon compliance with this paragraph (f) of Section 5 for any period of time shall not constitute a waiver of Lessor's right to require compliance by Lessee from and after notice to comply.

(g) Lessee shall not make or permit any noise, odor or light that is objectionable to other occupants of the Building to emanate from the Premises and shall not create or maintain a nuisance therein. Lessee shall not operate any radio, stereo, television, musical instrument or other device in a manner that disturbs other occupants of the Building.

(h) Lessee shall not install or maintain any radio, television or other aerial, wires or equipment outside the Premises or on the roof of the Building without the prior written consent of Lessor.

(i) Lessee shall not use or install in the Premises any appliance or equipment which uses a substantial amount of electricity, gas or water without the prior written consent of Lessor. Lessee shall obtain from Lessor the safe capacity of the electric wiring in the Premises and shall not use more electricity than such safe capacity.

(j) Lessee shall not use or install any water or liquid filled beds, furniture, recreational or therapeutic pools or appliances in the Premises without the prior written consent of Lessor.

(k) Lessee shall not change or add any locks or other similar devices on any door or window of the Premises without Lessor's prior written consent. No keys for any door other than keys provided by Lessor shall be made or used. If more than two keys for one lock are desired by Lessee, Lessor may provide the same upon payment by Lessee.

(l) Laundry work shall be done only in the area provided for such purpose.

(m) Lessee shall not display or permit to be displayed any signs, posters or pictures visible outside of the Premises without the prior written consent of Lessor.

(n) Lessee shall not alter, restrict or interfere in any way with any part of the heating, lighting, plumbing, security, electrical, ventilating, cooling system, equipment or other apparatus in or about the Premises or the Building.

(o) Water closets and other water apparatus shall not be used for any purpose other than that for which they are designed, and no sweepings, rubbish, rags, matches, razor blades or other injurious substances shall be placed therein. Damages and costs of repairs and cleaning resulting from violation of this paragraph (o) of Section 5 shall be paid for by Lessee.

(p) Without Lessor's prior written consent in each and every instance, Lessee shall not install or operate in the Premises any machinery, refrigeration or heating devices, or air conditioning apparatus, or use any illumination other than electric light, or use or permit to be brought into the Premises or the Building any flammable article, substance or fluid, such as gasoline, kerosene, naphtha and benzene, or explosives or article, substance or fluid deemed hazardous to life, limb or property.

(q) Lessee shall indemnify Lessor and hold Lessor harmless from any and all liability under the Illinois Liquor Control Act of 1934, as amended, arising out of the use or consumption of alcoholic liquors in the Premises.

(r) In addition to all other liability for breach of any covenant of this Section 5, Lessee shall pay to Lessor all damages resulting from such breach and an amount equal to any increase in insurance premium(s) resulting from such breach.

6. REPAIRS: Subject to the provisions of Section 7 and except for reasonable wear and tear, Lessee shall, at Lessee's own expense and under the supervision and control of Lessor, keep the Premises, including the walls and wall-coverings, floor and floor-coverings, windows and window-coverings, doors, paint, plaster, plumbing, cabinetry, ceilings, woodwork, light fixtures, hardware, glass, kitchen range, refrigerator, disposal, dishwasher, heating, air conditioning and ventilating appliances and all other fixtures and equipment therein or appurtenant thereto in good order, condition and repair and in a clean, slightly, sanitary and safe condition, shall replace all broken and damaged items with others of the same quality, shall repair and maintain all smoke detector(s) in the Premises, including battery replacement as necessary, and shall maintain the Premises as required by law.

7. UNFITNESS: If the Premises or the Building become untenable due to fire or other casualty, Lessor may elect (a) to terminate this Lease as of the date of the fire or casualty by notice to Lessee within thirty days after that date, or (b) to repair, restore or rehabilitate the Premises at Lessor's expense within one hundred twenty days after Lessor is enabled to take possession of the Premises and undertake reconstruction or repairs, in which latter event this Lease shall not terminate but rent shall be abated on a per diem basis while the Premises are untenable. If Lessor elects to repair, restore or rehabilitate the Premises and does not substantially complete the work within the one hundred twenty day period, either party may terminate this Lease as of the date of the fire or casualty by notice to the other party not less than one hundred twenty days nor more than one hundred thirty days after Lessor is enabled to take possession of the Premises and undertake the reconstruction or repairs. In the event of termination of this Lease pursuant to this Section 7, rent shall be apportioned on a per diem basis and paid to the date of the fire or casualty.

8. ALTERATIONS: Lessee shall not make any alterations in or additions to the Premises without Lessor's prior written consent in each and every instance. Lessor's decision to refuse such consent shall be conclusive. Lessor's consent may be conditioned upon the furnishing by Lessee of such documents, security and insurance as Lessor may require in order to protect Lessor from Mechanic's Liens and liability for personal injuries and damage to property and to assure Lessor that the work will be performed in a lawful and workmanlike manner and with proper materials. All additions, hardware, fixtures and improvements, temporary or permanent, except movable furniture and equipment belonging to Lessee, in or upon the Premises whether installed by Lessor or Lessee shall be Lessor's property and shall remain upon the Premises upon termination of the term by lapse of time or otherwise, all without compensation allowance or credit to Lessee.

## LEASE EXTENSION REQUEST

I hereby request an extension of the lease on Unit 117C at 1515 E. Central Road from July 1, 2012 to June 30, 2013. I understand that the rent for this period will be \$1,175.00 per month for the condominium at the above location.

I understand and agree that all other terms and conditions detailed on the lease, rules and regulations, and/or the tenant handbook, will remain in effect during the above stated extension term. I also understand and agree that a 60 day written notice to vacate is required and that the rent will be due and payable during the entire notice period.

Peter O. M. Sully 6/13/12  
Tenant Date

\_\_\_\_\_  
Tenant Date

Received By: Daniel Costa  
Date: 6/13/12