



2019-080821

2019 Nov 22 9:42 AM

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
MICHAEL B BROWN  
RECORDER

- PROPERTY MANAGEMENT
- COMMERCIAL LEASING
- GENERAL MAINTENANCE
- CONSTRUCTION MANAGEMENT

1st American Management Company, Inc.

CT NW1904707

MEMORANDUM OF GARAGE LEASE

KNOW ALL MEN BY THESE PRESENTS: A Garage Lease has been executed on this 18 day of Oct, 2019 by and between Waters Edge Condominiums, Inc. a/k/a Waters Edge Condominiums Association, Inc. (hereinafter "Lessor") and \_\_\_\_\_ (hereinafter "Lessee") for the following described real estate in Lake County, Indiana, to-wit: \_\_\_\_\_

Garage Unit No. 3 in the building reflected in Document No. 615568, book number 52, page number 68, in the Office of the Recorder of Lake County, Indiana.  
Commonly known as: 8121-8127 Lake Shore Drive, Cedar Lake, Indiana 46303

All subject to the terms and conditions contained in a Garage Lease dated 18 Oct, 2019, between Lessor and Lessee for term of ninety-nine (99) years from the date of the Lease. *The Garage Lease is not assignable or transferrable without written approval of Lessor. A transfer of any interest in the Garage Lease without Lessor approval is void.*

Document is NOT OFFICIAL!

This Memorandum of Garage Lease supersedes any previous recorded Memorandum for the garage unit provided herein. This Memorandum of Lease which has been prepared by 1st American Management Co., Inc., as agent for the Association, based upon the information received

IN WITNESS WHEREOF, Lessor and Purchaser have executed this instrument on this 18 day of Oct, 2019.

Lessor

BY: Jacob Kozlowski  
[name] [title] President

Lessee

BY: Katherine Smith  
[name]

Kath Adams  
KATHERINE E ADAMS  
Notary Public - Seal  
Lake County - State of Indiana  
Commission Number 693947  
My Commission Expires Dec 5, 2024



BY: \_\_\_\_\_  
[name]

FILED

004439

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\$ 2500

AM

NOV 22 2019

JOHN E. PETALAS  
LAKE COUNTY AUDITOR

CHICAGO TITLE INSURANCE COMPANY



- PROPERTY MANAGEMENT
- COMMERCIAL LEASING
- GENERAL MAINTENANCE
- CONSTRUCTION MANAGEMENT

## 1st American Management Company, Inc.

### GARAGE LEASE

This *Garage Lease* (hereinafter "Lease") is made and entered into by and between *Waters Edge Condominiums, Inc. a/k/a Waters Edge Condominium Association, Inc.* (hereinafter "Lessor") and Katherine Smith (hereinafter "Lessee").

**WITNESSETH:** That in consideration of the covenants and agreements hereinafter mentioned and to be performed by the Lessor and Lessee, and the payment of assessments to be paid by the Lessee in accordance with the provisions of this Lease and as may be modified by the Board of Directors of the Lessor, the Lessor has leased, rented, let and demised, and by these present does lease, rent, let and demise unto the Lessee, and each of them, the following described property situated in Lake County, Indiana:

Garage Unit No. 3 in the building reflected in Document No. 615568, book number 52, page number 68 in the Office of the Recorder of Lake County, Indiana. (hereinafter "Garage Unit")

The Lessee shall have and hold the Garage Unit, together with all the tenements, hereditaments and appurtenance thereto belonging, or in any way incident or appertaining unto the Garage Unit. *This Lease supersedes any previous lease for the Garage Unit.*

#### 1. TERM OF LEASE

This Lease shall begin at midnight on the date when Lessee takes possession of a condominium unit in Waters Edge Condominiums or the date this lease or at the time Lessee has full possessory rights thereto. This Lease shall continue for Ninety-Nine (99) years unless sooner terminated as herein provided. If the Lessee transfers their condominium unit without otherwise transferring this Lease, Lessee shall have 180 days from the conveyance of their condominium unit to initiate an assignment or transfer of this Lease. If nothing is done by the Lessee within 180 days of the transfer of the condominium unit, then this Lease shall automatically be terminated and voided.

#### II. LESSOR'S MAINTENANCE AND REPAIR

Lessee shall maintain and make all necessary Lessor Board approved repairs, in a timely fashion, to the interior of the Garage Unit, entry doors, and garage door.

#### III. LESSEE'S OBLIGATIONS FOR MAINTENANCE AND REPAIR.

The Lessor shall maintain and make necessary repairs to the exterior of the Garage Units, except that are Lessee's responsibility. Lessee shall maintain the Garage Unit in a clean and orderly state and shall not cause or permit any hazards to health or safety to occur on the Garage Unit. The Lessee shall be responsible to repair any damage done by the Lessee or its invitees to the structure, the Garage Unit, or the garage doors, at the Lessor Board's direction. The Lessee shall have fifteen (15) days in which to repair such damage and if said repairs have not been completed within the fifteen (15) day period, the Lessor shall make the necessary repairs and



- PROPERTY MANAGEMENT
- COMMERCIAL LEASING
- GENERAL MAINTENANCE
- CONSTRUCTION MANAGEMENT

## 1st American Management Company, Inc.

assess the Lessee for the expense of the repairs as well as a \$100.00 charge for the procuring of the services to make the required repairs.

### IV. ASSIGNMENT OF LEASE

The Lessee is prohibited from assigning its rights and obligations under this Lease, except as specifically approved by Lessor. Lessee understands and acknowledges that Lessor will only approve a transfer to an owner of a Condominium Unit in *Waters Edge Condominiums*, or contemporaneously with the sale of Lessee's Condominium Unit to a third party, all subject to the recorded covenants and amendments for *Waters Edge Condominiums* and other rules promulgated by the Board of Directors of Lessor.

In the event that the Lessee fails or refuses to comply with the assignment provisions, then any other assignment shall be void, this Lease shall be terminated and become void, the Garage Unit shall automatically revert to the exclusive dominion and control of the Lessor.

### V. INSURANCE AND UTILITIES

The Lessor shall be responsible to carry hazard insurance on the Garage Unit in an amount equal to its replacement value. Furthermore, the Lessor shall carry minimum bodily injury, liability and property damage insurance. Lessee shall obtain and keep insurance on any personal property of Lessee stored in the Garage Unit.

In the event of loss or damage to the Garage Unit, the Lessor shall make a timely claim to its insurer. The proceeds of any settlement of such claim shall first be applied to costs to repair the damages to the Garage Unit if the Lessor so deems appropriate. The determination of whether to repair or rebuild is in the sole discretion of the Lessor. Should the Lessor, in its sole discretion, determine that the Garage Unit is damaged to a point where they are irreparable, and thus untenantable, then Lessor may decide to terminate the Lease and distribute to the varying lessees their pro-rata share of any such insurance proceeds.

If Lessee causes the Lessor to incur additional electric charges, above and beyond normal electrical usage, shall be charged additional fees as directed by the Board of the Lessor.

### VI. TAXES

The Lessee shall pay all taxes, assessments and charges, which shall be assessed and levied upon the Garage Unit or any part thereof, during the Term of this Lease as they shall become due. However, in the event that Lessor is charged the taxes, the Lessee shall reimburse Lessor upon written notice of amount paid.

### VII. FEES AND ASSESSMENTS

The Lessee may be required to pay Lessor as consideration for entry into this Lease Agreement a fee as established by the Board of Directors of Lessor. Further, the Lessee shall pay



- PROPERTY MANAGEMENT
- COMMERCIAL LEASING
- GENERAL MAINTENANCE
- CONSTRUCTION MANAGEMENT

## 1st American Management Company, Inc.

to the Lessor monthly an assessment for the maintenance, electric, and repair of the Garage Unit. The Lessor, at sole discretion of the Board of Directors, may increase or decrease the assessment so as to appropriately generate sufficient capital reserves and revenue to provide for adequate maintenance and repair of the Garage Units. In the event that Lessee shall fail to pay Lessor the monthly assessment when due, Lessor shall have the right to charge Lessee a late penalty of \$50.00. Further, should Lessee fail to pay an accumulated one hundred eight (180) days of assessments or more, Lessor shall have the right to terminate this Lease with written notice to Lessee and all rights of the Lessee pursuant to this Lease shall be extinguished.

### VII. LESSEE'S USE OF THE GARAGE UNIT.

The Garage Unit shall be used solely for the storage of personal property. This Lease strictly prohibits the use of the Garage Unit for any commercial use or storage of any commercial vehicles or equipment without the written consent of the Lessor.

Any vehicles considered by the Lessor to be a hazard to the health or safety of the Lessees may be towed away by the Lessor at the expense of the Lessee. Cleaning and nominal maintenance of vehicles is permitted in the Garage Unit, provided that the Lessee keep the Garage Unit clean and free of debris and that the vehicle upon which repair is being made, shall not be in the state of disrepair for any longer than a twenty-four (24) hour period.

All vehicles parked in the Garage Unit shall be parked in such a fashion as to allow the passage of pedestrians between the vehicle and the back wall of the Garage Unit.

The Lessee shall not use the Garage Unit for the purpose of storing any motor homes or campers. Further, no combustible fuels or solvents may be stored in the Garage Unit in excess of five (5) gallons. The Lessee shall make no alterations to the supporting walls, ceiling or any supporting structure of the Garage Unit. The Lessee shall not attach or affix anything to any walls, ceilings or supporting structure except within the provided storage area. All dividing partitions shall be approved by the Lessor Board.

The Lessee may at its own expense install an automatic garage door opener which shall become the responsibility and obligation of the Lessee to keep in repair and replace when necessary.

This lease shall be recorded as a Memorandum of Garage Lease.

This Lease Agreement is entered into this 18 day of Oct, 2019.



- PROPERTY MANAGEMENT
- COMMERCIAL LEASING
- GENERAL MAINTENANCE
- CONSTRUCTION MANAGEMENT

**1st American Management Company, Inc.**

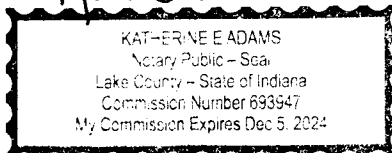
**LESSEE:**

*[Handwritten Signature]*  
Signature

\_\_\_\_\_  
Signature

*Katherine Smith*  
Printed name

\_\_\_\_\_  
Printed name



**LESSOR:**

Waters Edge Condominium, Inc. a/k/a Waters Edge Condominium Association, Inc.

*[Handwritten Signature]*  
Signature of Authorized Representative of Lessor

*Jason Kewiński* President  
Printed name and title



I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

By: *Katherine Adams* As agent for *Chicago Title* (company name)

