**SEVAKEEN COUNTRY CLUB**

**Residential Lot Lease**

**1. Parties.** This Residential Lot Lease is entered into by and between **Sevakeen Country Club, Inc.** (hereinafter **“Lessor”**) and (hereinafter collectively **“Lessee”**) on the date set forth on the signature page below.

**2. Premises.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, a certain lot situated in the County of Columbiana, in the State of Ohio and in the Township of Butler, known as and being LOT ( ) in Sevakeen Country Club (hereinafter **“Premises”**).

**3. Term.**

3.1 This lease shall commence on , and shall continue for a term of forty (40) years unless terminated at an earlier date in accordance with the provisions of this lease.

3.2 At the end of initial term, the lease shall renew from year to year on the same terms and conditions, upon timely payment of the annual lot rental amount.

3.3 The board of directors reserves the right to cancel any lot lease, for cause, at any time. This action may only take place at a meeting of the board, no less than thirty (30) days after having given certified notification to the leaseholder stating the time and location of the meeting and requesting attendance.

**4. Surrender of Lease.**

4.1 Lessee may surrender the lease at any time and remove all structures from the grounds providing all claims for taxes, assessments, etc., are satisfied and the grounds are left in a level condition.

4.2 If Lessee surrenders the lease or the board cancels the lease, the Lessee must remove all structures from the premises within six (6) months. Failure to do so forfeits title to the structures to Lessor and the board of directors may then dispose of the structure(s) as they see fit.

**5. Transfer of Leasehold Interest.**

5.1 Lot leases may be transferred only with the approval of Lessor’s Board, and subject to a transfer fee as set by the Board.

5.2 The transferring Lessee must be in good standing with membership and annual lot rental, and is responsible for payment of the transfer fee.

5.3 All fees and assessments must be current at date of transfer.

5.4 No transfer fee will be assessed in the case of transfer to a spouse or upon leasing of a lot direct from the board.

**6. Membership.**

6.1 As a condition precedent to the commencement of this lease, Lessee must apply and be granted membership in Sevakeen Country Club by the Board of Directors of the Lessor.

6.2 At all times throughout the lease term, Lessee shall maintain membership in Sevakeen Country Club and abide by all Bylaws and Ground Rules as established from time to time by the Board of Directors of Sevakeen Country Club.

**7. Annual Rental Amount.**

7.1 Lessee agrees to pay Lessor rental for the use and occupancy of the Premises in the amount of *Six Hundred Forty-Two Dollars and Eighty-three Cents ($642.83)* per year, and as further increased from time to time during the term of the lease by the Board of Directors of Sevakeen Country Club.

7.2 The annual lot lease rental shall be payable in two (2) equal payments due January 1 and April 1 of each year.

7.3 Non-payment of the lease rental by April 1st automatically cancels the lease and it can only be reinstated by the vote of the Board of Directors of Sevakeen Country Club.

7.4 Reinstatement is subject to a reinstatement fee as set from time to time by the Board of Directors of Sevakeen Country Club.

**8. Taxes.**

8.1 The Lessee agrees to pay all taxes that relate to any structures located on the Premises.

8.2 The Lessor agrees to pay all taxes as related to the land value of the lot.

**9. Utilities and Assessments.** The Lessee shall pay directly to the supplying utility company, all charges for the utilities used on the premises. The Lessee agrees to pay all assessments that are charged by the Board of Directors of Lessor.

**10. Use of Land Premises.** Lessee agrees that the Premises are to be used exclusively as living quarters of the Lessee and shall not be used for any other purpose. Lessee shall not do or permit anything to be done on the Premises that will in any way interfere with the rights of other Lessees, occupants, or neighbors, or to injure or annoy such persons. Lessee shall not use, nor allow the Premises to be used, for any improper, unlawful, or objectionable purpose. Additionally, Lessee shall not cause, maintain, or permit any nuisance in, on, or about the Premises. Furthermore, Lessee shall not put the Premises to any use that violates any local zoning ordinance or any other law applicable to the Premises. No intoxicating liquors are allowed upon common ground of the Country Club. Profane or indecent language or lewd conduct is absolutely prohibited.

**11. Pets.** No pets may run loose at any time. All pets (including cats) must be on a leash at any time not on owner’s lot. No pets are allowed in the pool area at any time. Pet owners are expected to clean up after their pets. Owner must control noisy or unruly pets.

**12. Construction or Remodeling.**

12.1 No cottage, home, storage sheds, satellite dish or electronic receiving system, or structure of any type shall be built, exterior remodeled, erected or moved onto the premises or common ground until plans, location, and sanitation be approved by Lessor’s Building Committee and Board.

12.2 No cottages shall be built or converted for year round homes without specific approval of the Lessor’s Board.

12.3 All construction approved by Lessor’s board of directors must be completed within 90 days of approval unless such time has been extended by the board.

12.4 Any lot leased without a building must be built upon within two (2) yeas of lease signing.

**13. Sanitation.**

13.1 Lessee must abide by regulations pertaining to sewage and drainage as instructed by Lessor’s Sanitation Committee. A minimum of every three (3) years, all septic tanks must be pumped by a licensed hauler and a copy of the pumping receipt turned into the club secretary. Lessee is required to correct any violation of sanitary standards when required and in the time allotted by the Sanitation Committee.

13.2 Homes or cottages shall be permitted to share an existing system but only so long as there is no pollution violation as determined by the Sanitation Committee.

13.3 Failure on the part of Lessee to comply with the written request of the Sanitation Committee covering repair, replacement or correction within the specific time allotted shall be cause for cancellation of this lease by Lessor.

**14. Responsibility for Guests.** Lessee is responsible for the actions of any guests of Lessee, who are required to obey all of the laws of the State of Ohio as well as all local laws, and all Bylaws and Ground Rules of Sevakeen Country Club, at all times such guests are on the Premises. A member must accompany a guest when using any club facilities. Guests residing on the premises for more than fourteen (14) days must apply to the board for separate membership.

**15. Security Agreement.** Lessee hereby grants unto Lessor, its successors and assigns, a security interest in the structure erected or to be erected upon real estate that is the subject of this Lease, together with a security interest in the contents of said structure, to secure the payment unto Lessor of all rents, membership fees, assessments, taxes and maintenance obligations of Lessee to Lessor arising out of this Lease. The parties acknowledge that the perfection of the security interest granted herein will require filing additional documents with public authorities, and Lessee agrees to execute such other and further documents as may be necessary to effect the filings to perfect this security interest with said public authorities.

**16.** The parties hereto hereby incorporate herein by reference the Addendum to Residential Lot Lease executed between Lessor and such secured parties as may have any additional lien on a structure and/or personal property located on the premises.

**17. Memorandum of Lease.**

The parties hereto agree that a separate Memorandum of Lease may be executed and filed with the Columbiana County Recorder memorializing the existence of this Lease Agreement.

**18. Sole Agreement.** This Document, including any attachments incorporated by reference herein, constitutes the entire and sole agreement between the parties.

Executed this day of \_ \_\_, 20 in the County of Columbiana, State of Ohio.

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|  | SEVAKEEN COUNTRY CLUB, INC., LESSOR  By:    Name    Title  LESSEE:  By:    Name |

**STATE OF OHIO )**

**) ss**

**COUNTY OF COLUMBIANA )**

Before me, a Notary Public, personally appeared the above-named Sevakeen Country Club, Inc., by {name}, the [office] of the LESSOR herein to acknowledge that he/she did sign the foregoing lease as his/her free act and deed and as the duly authorized act of the Corporation this day of , 20.

NOTARY PUBLIC

**STATE OF OHIO )**

**) ss**

**COUNTY OF COLUMBIANA )**

Before me, a Notary Public, personally appeared the above named , LESSEE herein to acknowledge that he/she did sin the foregoing lease as his/he free act and deed

this day of , 20 .

NOTARY PUBLIC

THIS DOCUMENT PREPARED BY:

Frederick S. Coombs, III, Esq.

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