

CRESTWOOD VILLAGE FIVE COMMUNITY ASSOCIATION INC.  
LEASE RIDER

This Lease rider for the property at: \_\_\_\_\_ is

Entered on this \_\_\_\_\_ Day of \_\_\_\_\_, 20 between

\_\_\_\_\_ hereinafter referred to as "Tenant;"

and \_\_\_\_\_, hereinafter referred to as "Landlord;"  
and Crestwood Village Five Community Association, Inc., hereinafter referred to as "the Association." A Landlord/Tenant relationship does not exist between the Association and the tenant.

Start Date of Lease Rider \_\_\_\_\_  
Termination Date of Lease Rider \_\_\_\_\_  
Amount of rent per month \_\_\_\_\_

**\*\*\*\*LEASES CANNOT EXCEED TWO (2) YEARS AT A TIME\*\*\*\***

***\*LANDLORD MUST PROVIDE TENANTS PROOF OF AGE (minimum 55 years of age) ALONG WITH THIS COMPLETED LEASE RIDER.***

**1. TENANT'S DUTY TO COMPLY WITH PROVISIONS OF THE DECLARATION OF COVENANTS, BY-LAWS AND RULES AND REGULATIONS FOR CRESTWOOD VILLAGE FIVE COMMUNITY ASSOCIATION, INC.**

Tenant and Landlord acknowledge that the lease is subject to all of the provisions of the Declaration of Covenants for Crestwood Village Five and the By-Laws which govern Crestwood Village Five Community Association, Inc. (collectively referred to as the "governing documents" or "documents"), and Rules and Regulations promulgated thereunder including, but not limited to, any determination/decision made by the Board of Trustees of the Association relating to the use and possession of the subject home as well as to the use of all common elements at the Crestwood Village complex.

Tenant and Landlord further acknowledge that any failure of the Tenant to fully comply with the terms and conditions of such documents and decisions shall constitute a material default under this Lease and be grounds for termination and eviction.

All Leases must be for the entire Home. No more than one Lease signed for the same Home and same Lease term.

**Eligibility. \*At least one of the three occupants of a property in Crestwood Village Five Community Association shall be 55 years of age or older, except not more than one (1) child 19 years of age or over may reside with a parent, parents, or legal guardian.**

## **2. RIGHTS AND PRIVILEGES.**

Landlord assigns to Tenant the rights and privileges associated with Landlord's ownership of the Home during the terms of the Lease, provided that Tenant complies with the Declaration of Covenants and Restrictions, By-Laws and Rules and Regulations of Crestwood Village Five Community Association, Inc. (collectively the "Governing Documents"). This means that the Tenant may use the common elements and facilities in Landlord's name and stead, subject to the right of the Association to suspend all rights and privileges for violation of governing documents. Landlord retains the right to cast all votes in all matters coming before Crestwood Village Five Community Association. Tenant acknowledges receipt of a copy of the governing documents which Tenant has examined and agrees to be bound thereby. Tenant also agrees that a default in any requirement in the governing documents is a default of the Lease and this Lease Rider.

If, during occupancy of any Lease, a tenant demonstrates a disregard for the provisions of the Association's governing documents, the Association may, upon written notice to the Landlord, preclude the Landlord from extending the Tenant's Lease beyond its original term.

## **3. RESPONSIBILITY FOR DAMAGE.**

Tenant agrees that Tenant will be responsible for any damage to any of the common elements or to any other Home in Crestwood Village Five that is caused by Tenant's negligence or the negligence of any guest or occupant in the Home at Tenant's invitation. Tenant agrees to notify Landlord promptly of any damage to the Home, any other Home or to the common elements and/or damage to any other Homeowner or guest. This clause does not release the landlord from responsibility that it owed to the Crestwood Village Five Community Association.

## **4. LANDLORD'S APPOINTMENT OF HOMEOWNERS' ASSOCIATION AS LANDLORD'S ATTORNEY-IN-FACT.**

In the event the Tenant fails to comply with the provisions of the Declaration of Covenants, the By-laws or Rules and Regulations as well as any determination/decision made by the Board of Trustees of the Association, then, in addition to all other remedies which it may have, the Association shall notify the Landlord of such violation(s) and demand that the same be remedied through the Landlord's efforts within thirty (30) days after such notice. If such violation(s) is not remedied within said thirty (30) day period, then the Landlord shall immediately thereafter, at his own cost and expense, institute and diligently prosecute an eviction action against the tenant on account of such violation(s). Such action shall not be compromised or settled without the prior written consent of the Association.

In the event the Landlord fails to fulfill the foregoing obligation, then the Association shall have the right to institute and prosecute such eviction action as attorney-in-fact for the Landlord and the Landlord's sole cost and expense, including all attorneys' fees and other costs incurred. Landlord acknowledges that said fees and

costs shall be deemed to constitute a lien on his home and that collection thereof may be enforced by the Association in the same manner as the Association is entitled to enforce collection of common expenses and assessments.

By execution of this Lease Rider, the landlord does thereby automatically and irrevocably name, constitute, appoint, and confirm Crestwood Village Five Community Association Inc., as his attorney-in-fact for the purposes described herein.

**5. PROHIBITION AGAINST ASSIGNMENT.**

The Tenant, without first securing prior written approval from the Association may not:

- a.) assign this lease
- b.) sublet all or any part of the Home; and
- c.) permit any other person to use the Home.

**6. ASSOCIATION'S RIGHT OF ACCESS TO THE HOME.**

Tenant and Landlord recognize and acknowledge that the Association shall have access to the Home from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common element(s) therein or accessible there from or for making emergency repairs necessary to prevent damage to common elements or to any other Home or Homes.

**7. LANDLORD'S ASSIGNMENT OF RENTS TO ASSOCIATION.**

Landlord herein acknowledges that the execution of this lease and lease Rider does not operate to relieve Landlord of his obligation to pay his Home's proportionate share of the common expenses and assessments required by the Association. As security for the performance of Landlord's continued obligation to pay his Home's proportionate share of common expenses and assessments, Landlord herein assigns to the Association the rent payable to him by the Tenant.

Said assignment of rent shall, however, only become operative upon the Landlord's failure to timely pay his Home's proportionate share of common expenses and assessments after having been given thirty (30) days written notice by the Association as to this default. Upon Landlord's failure to cure his default within said proceeding, demand of Tenant that Tenant pay over to the Association all rent due the Landlord under the terms of the lease.

Tenants herein covenants to fully cooperate with the Association and to pay rent directly to the Association if so, demanded by the Association.

Rent received by the Association from the Tenant shall be applied as follows:

- First: To reimburse the Association for attorney's fees and costs incurred in seeking to gain landlord's compliance; and
- Second: To cure Landlord's delinquency; and
- Third: Excess rent to Landlord.

**8. APPROVAL BY ASSOCIATION OF LEASE AND LEASE RIDER; EXECUTION OF TENANT AGREEMENT FORM; PAYMENT OF PROCESSING FEE**

This Lease and Lease Rider is subject to the approval of the Board of Trustees of Crestwood Village Five Community Association, Inc. Any additions, deletions or corrections by the landlord and Tenant must be approved by the Association. In addition, both Landlord and Tenant must execute a "Tenant Agreement Form," a copy of which is annexed to this Lease Rider. Said lease and lease Rider as well as a Tenant Agreement Form must be signed by the landlord and each Tenant and submitted to the Association at least ten (10) days prior to the beginning of the rental term, along with the applicable \$300.00 Administrative Lease Renewal Fee for a new tenant. A returning tenant requires a \$150.00 fee for one year renewal lease and a \$250.00 fee for two-year renewal lease.

**9. ELECTRIC SERVICE/UTILITIES**

At no time will either the Tenant or Landlord allow electric service to the Home to be shut off. At the conclusion of the rental term, neither Tenant nor Landlord shall allow electric service to be discontinued. If due to the actions of the Tenant, electric power is discontinued resulting in damage to any Home, both Landlord and Tenant shall be jointly and severally liable to the Association for the costs of any repairs/replacements occasioned by said discontinuance of service. From October 15<sup>th</sup> through May 1<sup>st</sup>, Tenant shall set the Home's thermostats no lower than 55 degrees Fahrenheit.

**10. OCCUPANCY OF HOMES – Compliance with City, County and State Codes.**

Occupancy of all Homes at the Crestwood Village Five Community Association Inc. shall always follow all applicable City, County and State Codes and regulations, including, but not limited to the number of individuals that may occupy and reside within a Home at any given time. Tenant and Landlord acknowledge that any failure of the Tenant to fully comply with all applicable City, County and State Codes, including, but not limited to, occupancy codes, shall constitute a material default under this Lease and be grounds for termination and eviction.

**11. MINIMUM MANDATORY ONE (1) YEAR RENTAL TERM.**

Landlord and Tenant herein expressly recognize and acknowledge that the MINIMUM RENTAL TERM for the Home to which this lease applies (as well as to any Home located within Crestwood Village Five complex) is One (1) YEAR and must be stated in the lease.

**12. CONFLICT.**

If at any time it is determined that a conflict or a contradiction in terms exists between this Lease Rider and the Lease, this lease Rider shall control.

**13. SIGNATURES.**

This Lease Rider may be signed by less than all the Owners of the Home but shall nevertheless bind all Owners thereof. Landlord represents to the Association that Landlord is signing this Rider on behalf of all Owners of the Home. IN WITNESS WHEREOF, the parties execute this Agreement on the date set forth herein.

---

**LANDLORD** Print

Name: \_\_\_\_\_

Current

Address: \_\_\_\_\_

Dated: \_\_\_\_\_ Signature: \_\_\_\_\_

---

**TENANT**

Print

Name: \_\_\_\_\_

Current

Address: \_\_\_\_\_

Dated: \_\_\_\_\_ Signature: \_\_\_\_\_

It is required to provide the name and a copy of the driver's license for each occupant of this property, three (3) person (s) maximum.

Occupant 1: \_\_\_\_\_ age: \_\_\_\_\_

Occupant 2: \_\_\_\_\_ age: \_\_\_\_\_

Occupant 3: \_\_\_\_\_ age: \_\_\_\_\_