

**WHITING VILLAGE AT CRESTWOOD COMMUNITY ASSOCIATION, INC.  
LEASE RIDER**

This Lease Rider for the property commonly known as \_\_\_\_\_, is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_, hereinafter referred to as "Tenant"; and \_\_\_\_\_, hereinafter referred to as "Landlord"; and Whiting Village at Crestwood Community Association, Inc. referred to as "the Association". A Landlord/Tenant relationship does not exist between the Association and the Tenant.

**START DATE OF LEASE** \_\_\_\_\_

**TERMINATION DATE OF LEASE** \_\_\_\_\_

**\* LANDLORD MUST PROVIDE TENANTS PROOF OF AGE (minimum 55 years of age) ALONG WITH THIS COMPLETED LEASE RIDER, ALONG WITH A COPY OF THE LEASE AGREEMENT, A COPY OF THE MANCHESTER TOWNSHIP CERTIFICATE OF OCCUPANCY, AND A COMPLETED MANCHESTER TOWNSHIP LANDLORD REGISTRATION STATEMENT.**

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

Tenant and Landlord acknowledge that the Lease and this Lease Rider are subject to all of the provisions of the Declaration of Covenants for Whiting Village at Crestwood Community Association, Inc., and the By-Laws which govern Whiting Village at Crestwood 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 Whiting 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 (1) Lease may be signed for the same Home and the same Lease term.

## 2. RIGHTS AND PRIVILEGES

Landlord assigns to Tenant the rights and privileges associated with Landlord's ownership of the Home during the term of the Lease, provided that Tenant complies with the Declaration of Covenants and Restrictions, By-Laws and Rules and Regulations of Whiting Village at Crestwood 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 the Whiting Village at Crestwood Community Association, Inc. 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 the course of 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 Whiting Village at Crestwood Community Association, Inc. 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 Home Owner or guest. This clause does not release the Landlord from its responsibility that it owes to the Whiting Village at Crestwood Community Association, Inc.

## 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 at the Landlord's sole cost and expense, including all attorney's 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 Whiting Village at Crestwood Community Association, Inc., as his attorney-in-fact for 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 HOME**

Tenant and Landlord recognize and acknowledge that the Association shall have access to the Home from time to time during reasonable business hours. Right of access to the home shall be in accordance with the Whiting Village at Crestwood Community Association, Inc., Declaration of Covenants and Restrictions, By-Laws and Rules and Regulations.

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

Landlord herein acknowledges that the execution of the Lease and this 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 his default. Upon Landlord's failure to cure his default within said thirty (30) day period, the Association can, without having to institute any court action or proceeding, demand of Tenant that Tenant pay over to the Association any and all rent due Landlord under the terms of the lease.

Tenant 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; PAYMENT OF PROCESSING FEE**

This Lease and Lease Rider is subject to the approval of the Board of Trustees of Whiting Village at Crestwood Community Association, Inc. Any additions, deletions or corrections by the Landlord and Tenant must be approved by the Association. When said Lease and Lease Rider have been signed by the Landlord and each Tenant, it must be submitted to the Association at least ten (10) days prior to the beginning of the rental term along with an administrative processing fee of \$200.00. Review by the Board and approval of each lease shall not begin unless and until the applicable \$200.00 processing fee has been submitted to the Association. Each time a new/different Tenant moves in a separate Lease and Lease Rider must be submitted to the Board for review and approval together with the applicable \$200.00 administrative processing fee. Upon the annual renewal of an existing lease, at the discretion of the Board of Trustees, the Landlord must submit a \$100.00 processing fee to the Board, along with a copy of the renewal lease agreement.

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

Occupancy of all Homes at the Whiting Village at Crestwood Community Association, Inc., shall at all times be in compliance with 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.

**10. 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 the Whiting Village at Crestwood Community's Association complex) is ONE (1) YEAR and must be so stated in the Lease.

**11. 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.

**12. SIGNATURES**

This Lease Rider may be signed by less than all of 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:**

Witnesseth:

\_\_\_\_\_

\_\_\_\_\_ print name & telephone number [must be provided]

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

\_\_\_\_\_ current address

\_\_\_\_\_ signature

**TENANT:**

Witnesseth:

\_\_\_\_\_

\_\_\_\_\_ print name

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

\_\_\_\_\_ current address

\_\_\_\_\_ signature