

**LEASE RIDER and AFFIDAVIT of MEMBER**

The undersigned Owner(s) and Tenant(s) of the property in Stone Creek Community Association located at:

\_\_\_\_\_  
(Property Address)

hereby affirm that this property has been leased or rented to: \_\_\_\_\_.  
(Printed Name of Lessee/Renter)

The stated term of the Lease/Rental period is from \_\_\_\_\_ to \_\_\_\_\_.  
(mm/dd/yyyy) (mm/dd/yyyy)

Undersigned Owner(s) and Tenant(s) further state and affirm that:

1. All Lease Agreements shall be in writing and shall be submitted in conjunction with this form to the Association at least thirty (30) days prior to commencement of lease term.
2. The Owner is responsible for the actions of its Tenants.
3. The lease of the property is for residential use only for a term of not less than twelve (12) months and shall at all times be occupied by at least one person fifty-five (55) years of age or older.
4. The Owner(s) and Tenant(s) have been provided copies of all governing documents of the Association, including but not limited to the Declaration, Association Bylaws, Articles of Incorporation, and duly adopted Rules and Regulations.
5. Owner(s) and Tenant(s) affirm they read, understand, and agree that the Association has the right pursuant to Article V Section 9 of the Community Declaration to suspend for a reasonable period of time the use of the Common Areas and facilities and may levy reasonable fines for each day of a continuing violation or default in observing any of the provisions of said documents. The failure to pay such fines shall subject the Owner(s) and Tenant(s) to any and all remedies available to the Association by law.
6. The lease contains the following language, or shall be considered included as an amendment there to by reference hereof and execution of this affidavit:

*The lessee hereunder acknowledges that this lease is subject to the Community Declaration of Stone Creek, Articles of Incorporations, By-Laws of Stone Creek Community Association, Inc.; and Rules and Regulations provided hereunder, that lessee has read the same, agrees to be bound thereby, and that failure to comply with same may result in loss of the use of the Common Areas and facilities and or reasonable fines for each day of a continuing violation or default of compliance.*

7. The Owner(s) of the above referenced property understand that the appurtenant rights of the Owner/Member shall be deemed to be assigned to the Tenant as they relate to the use of the Amenities and Common Areas, including but not limited to, use of parking facilities, pools, sports courts, fitness spa, social and activities facilities, and other recreational areas, during the term of the rental or lease. The Owner understands any and all Resident I.D. cards issued for the above referenced property owners will be disabled and non-usable during the time of this lease. The Member shall, however, retain all voting rights relating to the property.

**Tenant/Renter #1 Information:**

Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

E-mail: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

**Tenant/Renter #2 Information:**

Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

E-mail: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

**OWNERS SIGNATURES:**

\_\_\_\_\_  
Printed Name of Owner #1

\_\_\_\_\_  
Signature of Owner #1

\_\_\_\_\_  
Printed Name of Owner #2

\_\_\_\_\_  
Signature of Owner #2

3/29/2023

**TENANT/RENTER SIGNATURES:**

\_\_\_\_\_  
Printed Name of Tenant #1

\_\_\_\_\_  
Signature of Tenant #1

\_\_\_\_\_  
Printed Name of Tenant #2

\_\_\_\_\_  
Signature of Tenant #2