

ADDENDUM TO CONDOMINIUM LEASE AGREEMENT

Madison Park Condominium at West Market

THIS ADDENDUM is made this _____ day of _____, 20____, to a certain lease (“Lease”) of Unit No. _____ in Madison Park Condominium located at _____ Abington Hall Place in the West Market Community, Reston, Virginia, such Condominium Lease Agreement being dated the _____ day of _____, _____, by and between

_____ (“Landlord”) and
_____ (“Tenant”).

WITNESSETH

WHEREAS, Article V, Section 5.6 of the Bylaws of the Madison Park at West Market Condominium, requires that all leases for units in the Condominium be in written form and contain certain provisions: (i) Requiring the lessee to comply with the condominium instruments and rules and regulations; (ii) providing that failure to comply with the condominium instruments constitutes a default under the lease, and (iii) providing that the Board of Directors has the power to terminate the lease or to bring summary proceedings to evict the Tenant in the name of the Landlord after forty-five (45) days prior written notice to the Landlord, in the event of a default by the Tenant in the performance of the lease; and

WHEREAS, Article III, Section 3.1 of the Bylaws provides that “The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Unit Owners Association and may do all such acts and things as are not by the Condominium Act or the condominium instruments required to be exercised and done by the Association”; and

WHEREAS, the Board of Directors of the Condominium’s Unit Owners Association has adopted this Addendum for use by Landlord and Tenant, said Addendum expressly contemplating the Association as a third-party beneficiary thereof.

NOW THEREFORE, in consideration of the mutual covenants, promises and agreements contained in the parties’ current Lease for the Unit and herein, the Landlord and the Tenant agree that the following provisions are hereby added to and incorporated into the Lease, and in the event of any conflict between the provisions of the Lease and this Addendum, the provisions of this Addendum shall control:

1. Applicability of Condominium Instruments. The parties agree that said Lease and Addendum incorporate by reference any and all condominium instruments of the Association, and it is understood that Tenant, upon signing said Lease and Addendum, agrees to abide by said Condominium instruments. Tenant hereby acknowledges receiving and reviewing the Association’s Condominium Instruments. Failure to actually receive or review the Condominium Instruments shall not constitute a defense to any breaches thereof. Tenant’s right to use and occupy the Unit shall be subject and subordinate in all respects to the provisions of the Association’s Governing Documents. Failure to comply with the provisions of the Association’s Governing Documents shall constitute a material breach of this Lease, giving Landlord the right and obligation to take appropriate action to terminate the Lease, evict the Tenant and take possession of the Unit. If the Landlord fails to terminate the Lease after a default by the Tenant in the performance of the Lease (or this

Addendum), the Board of Directors has the power to terminate the lease or to bring summary proceedings to evict the Tenant in the name of the Landlord after forty-five days prior written notice to the Landlord.. The Landlord and Tenant shall be jointly and severally liable to the Association for all costs incurred to cure such a breach.

Special attention is called to the following restrictions established by the Condominium instruments or the Board of Directors:

- Only one domestic pet (dog, cat, or caged bird) shall be kept in a unit without approval of the Board of Directors. All pets leaving the unit shall be carried or leashed.
 - The garage areas, including the limited common element parking spaces shall be used only for parking.
 - A maximum of two vehicles per unit shall be parked in Madison Park without the approval of the Board of Directors. All vehicles parked in Madison Park, even though garaged, must display a valid West Market vehicle registration sticker. Units with garages must use the garage or the space in front of the garage at all times to park the registered vehicles.
 - Only electric grills are to be stored or used on the property. No gas or charcoal grills may be used or stored anywhere in Madison Park.
2. Copy of Lease and Addendum. Each unit owner shall promptly upon entering into any lease of a condominium unit, forward a conformed copy of the Lease and this Lease Addendum to the Board of Directors.
 3. Move-in/Move-out Fee Prior to occupying a unit, a Tenant must have received a Move-in Permit and a certification that the non-refundable Move-in/Move-out fee of Two Hundred Dollars.(\$200.00) had been received by the management company shown below.
 4. Use of Unit. The unit premises (“Premises”) shall be used solely as a residential dwelling. No unit shall be used or occupied for (i) transient or hotel purposes or (ii) in any event for an initial period of less than six months. No portion of any unit (other than the entire unit) shall be leased for any period; provided, however, that a reasonable number of roommates is permitted. Tenant will not use or allow the Premises to be used for any disorderly or unlawful purposes or in any manner offensive to others and Tenant will comply with all applicable laws and ordinances. Tenant represents that in addition to him or herself, only the following persons will reside in the Premises:

(Please print)

5. Insurance. Tenant will do nothing and permit nothing to be done on the Premises which will contravene any fire or other Insurance policy covering the same. If Tenant’s use or occupancy of the Premises increases the premium on any fire or other insurance policy, Tenant shall pay such increases. Tenant further agrees to secure and maintain a policy of renter’s insurance with respect to Tenant’s occupancy of the Premises, which policy shall cover liability and Tenant’s personal property. If so requested by the Association or the Landlord, Tenant shall produce evidence of said coverage. Tenant agrees that a failure by the Tenant to secure a renter's insurance policy shall be deemed a waiver of any right(s) Tenant may have against the Association for loss or damage to personal property of the Tenant.
6. Assignment of Rent. If, at any time after the signing of this Addendum, the Landlord becomes delinquent in the payment of amounts due from Landlord to the Association as required by the Condominium Instruments, the Landlord and Tenant acknowledge and agree that the Association may demand, and immediately thereafter shall receive, payment directly from Tenant of all rent or other amounts due or becoming due from Tenant to Landlord, up to an amount sufficient to pay all

sums due from Landlord to the Association, and any such payment from Tenant to the Association shall be deemed to be payment of rent to Landlord in accordance with the Lease, and Tenant shall be discharged from any obligation to pay directly to Landlord any such amounts, so long as such payments are made to the Association, until Landlord's delinquency to the Association has been cured. However, the Landlord remains liable for all amounts due the Association under the Condominium Instruments, and if the Association elects to receive payment of rent directly from Tenant, Landlord shall be responsible for payment of such amounts, and any resulting interest, fees and costs, if the Tenant fails to timely make his or her monthly payment to the Association pursuant to this Paragraph.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the day first written above.

LANDLORD:

TENANT(S):

(Print Name)

(Print Name)

Telephone

(Signature)

(Signature)

(Address)

(Print Name)

Telephone

(Signature)

(Print Name)

Telephone

(Signature)