

UNION MILLS COMMUNITY ASSOCIATION

LEASE ADDENDUM

THIS LEASE ADDENDUM is an addendum to a certain lease dated

_____ ("Lease") of the residential dwelling with an address of

_____, Clifton, Virginia 20214 ("residence" or "dwelling") in

the Union Mills Community Association ("Association") by and between

_____, owners of the residence (hereinafter called

"Landlord"), and

_____ (hereinafter

called "Tenant(s)", who comprise all of the Tenants leasing the above-referenced dwelling in the

Association.

WITNESSETH THAT:

In consideration of the mutual covenants, promises and agreements contained in the Lease and herein, Landlord and Tenant hereby agree as follows:

1. Compliance with Association Documents.

A. Pursuant to Article 7 of the Declaration of Covenants, Conditions and Restrictions ("Declaration") governing the use of real property within Association, Tenant's right to use and occupy the residence shall be subject and subordinate in all respects to the provisions of the Association's Declaration, Bylaws, and rules/regulations ("Association Documents"), and to such other rules and regulations as the Board of Directors of the Association may from time to time promulgate and as any of the foregoing may be lawfully amended from time to time.

Failure to comply with the provisions of the Association Documents or the rules and regulations, pursuant to Section 7.5 and Article 11 of the Declaration, shall constitute a material breach of the Lease and grounds for eviction of Tenant. If Tenant continues to fail to comply with the Association Documents and/or rules and regulations, the Association shall give Landlord written notice of Tenant's noncompliance. If Landlord fails to evict or initiate eviction proceedings against Tenant within Forty-Five (45) days of the date of the written notice, the Association may initiate eviction proceedings against Tenant at Landlord's expense. Landlord

and the Association shall be entitled to all remedies available under the Association Documents and by law. Remedies shall be deemed cumulative. Landlord hereby appoints the Board of Directors of the Association as attorney-in-fact for Landlord and further agrees that all attorneys' fees and costs incurred by the Association to evict Tenant for violation of the Association Documents shall be paid by Landlord if Landlord fails to commence such proceedings within forty-five (45) days after notice to Landlord by Association by certified mail, return receipt requested.

B. The Lease grants Tenant a leasehold estate interest in the dwelling together with a license granting Tenant, for such lease term, Landlord's rights to use the common areas and facilities of the Association; provided that Tenant and Tenant's family, guests, licensees, employees and agents exercise such license in accordance with the provisions of the Association Documents; and further provided that Landlord retains all membership rights in the Association including, without limitation, the right to vote. Tenant shall indemnify and hold harmless Landlord from and against any damages, direct or indirect, incurred by Landlord as a result of the non-compliance by any of the above-mentioned persons with the provisions of any of the Association Documents or any other covenant of the Lease.

2. Use and Occupancy of the Residence. Tenant agrees not to use or occupy the residence or the Association's common areas in any manner annoying or offensive to other residents within the Association, and to make no alterations or additions to the dwelling, its fixtures or the common areas without the prior written consent of the Landlord and the Association, as required by the Association Documents. Tenant agrees to use the dwelling exclusively for a private, single-household, residential dwelling. "Single-household" is defined as a single family related by blood, marriage, or adoption, or as no more than four (4) unrelated individuals. No person other than Tenant and the members of the household shall be permitted to occupy the residence without the prior written consent of Landlord; provided, however, that occasional visits by guests, not to exceed two consecutive weeks during any consecutive twelve-month period without the prior written consent of Landlord, are permitted. The following individuals shall reside in the residence:

Tenant will not use or allow the residence to be used for any disorderly or unlawful purposes and will comply with all applicable laws and ordinances.

3. General Rules. Tenant hereby acknowledges receipt of a copy of the Declaration, Bylaws and Rules and Regulations of the Association and hereby agrees to abide by their terms. Tenant agrees, without limitation, to the following:

a. **Use Restrictions.** Tenant shall comply with the Use Restrictions set forth in Article 7 of the Declaration.

b. **Noise.** Tenant shall exercise care to avoid disturbing other residents between 9:00 p.m. and 7:00 a.m.

c. **Pets.** Tenant shall obtain Landlord's written permission for any pets. Keeping pets is subject to Section 7.2(p) of the Declaration. Any pet creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Association upon ten days written notice from the Board of Directors. Any Tenant who keeps a pet hereby indemnifies the Landlord and the Association for any damages, loss, claim or liability arising by reason of keeping such pet.

d. **Parking.** All parking within Union Mills Community Association shall be subject to Sections 6.6 and 7.2(n) and any further rules and regulations regarding parking. Tenants are subject to the aforementioned authorities. No junk or derelict vehicles or other vehicle on which current registration plates are not displayed shall be kept upon the common area or the individual lots.

4. **Payment of Assessments.** Upon written request by the Association and after written notice to Landlord, both notices by certified mail return receipt requested, Tenant shall pay to the Association all unpaid annual assessments, special assessments and charges, interest, costs and attorneys' fees, as determined and payable by Landlord to the Association during the term of the Lease and any other period of occupancy of the Tenant. Tenant may deduct such payments from the monthly rental payments due to the Landlord; provided, however, Tenant need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments due at the time of the Association's request. Landlord waives its rights under this Lease and Lease Addendum for any sums owed by Tenant to Landlord as rent which Tenant has paid to the Association pursuant to this provision. All such payments made by Tenant to the Association shall reduce by the same amount Tenant's obligation to make monthly rental payments to Landlord and such amounts shall reduce Landlord's obligation to the Association.

5. **Assignment or Subletting.** Tenant shall not assign the Lease or sublet the residence or any part thereof. Any attempted assignment or subletting, in whole or in part, shall be void and shall be considered a material breach of the Lease.

6. **Alterations, Modifications or Improvements.** Any alterations, additions, modifications or improvements to the dwelling or the lot require the prior written permission of the Landlord and the Association.

7. **Construction.** Notwithstanding anything herein to the contrary, the Lease shall be governed by and construed in accordance with the "Virginia Residential Landlord and Tenant

Act," Sections 55-248.2, et seq., of the Code of Virginia, as amended as of this date, unless the occupancy permitted under the Lease is exempt pursuant to Section 55-248.5 of such Act.

8. **Term of Lease.** No residence shall be leased or rented for a term of less than six (6) months.

9. **Severability and Conflicts.** The invalidity of any part of this Lease Addendum shall not impair or affect in any manner the validity or enforceability of other provisions of this Lease Addendum. In the event of a conflict between the terms of this Lease Addendum and the Lease Agreement, the terms of this Addendum shall control.

10. **Copies of Lease.** Landlord and Tenant hereby agree that Landlord shall provide a conformed copy of any Lease Agreement and Addendum to the Association by delivering both to a member of the Board of Directors or the Managing Agent at least twenty-four (24) hours prior to tenant move-in.

11. **Binding Effect.** The parties hereto expressly agree and affirm that they have each read, understand and agree to be bound by the terms of this Lease Addendum which is hereby incorporated by reference in the Lease Agreement. The singular shall include the plural and the male gender shall include the female, wherever the context shall so require. In the event that two or more persons are listed as Tenants or reside on the premises, the liability of such persons shall be joint and several.

12. **Other.** _____

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the date noted below.

Date

Landlord

Address

Date

Tenant

Date

Tenant