

Carrollsborg Square Condominium Association

Lease Addendum

(Required to be appended to all leases, new & existing)

Effective July 1, 2011

Supersedes all previous versions

THIS ADDENDUM is made this _____ day of _____, 20____, by and between _____ (“Unit Owner”), and _____ (“Tenant(s)”), and the Carrollsborg Square Condominium Association, Inc., a District of Columbia Non-Profit Corporation (“Association”), as an addendum to a lease executed by Unit Owner and Tenant(s) and dated _____, 20____ (the “lease”) for premises located at _____ SW (“Unit”) in the Carrollsborg Square Condominium (hereinafter referred to as the “Condominium”).

In compliance with the Bylaws of the Association, Unit Owner and Tenant(s) hereby further agree as follows:

1. The Lease is subject to the applicable provisions of the District of Columbia Condominium Act and the Association legal documents (Declaration, Bylaws, Plats and Plans, together with any and all exhibits, schedules or certificates thereto, and the Rules and Regulations) as the same may be amended from time to time. In the event of any inconsistency between the Lease and the provisions of the Association legal documents, the provisions of the Association legal documents shall prevail.

2. The right of Tenant(s) to use and occupy the Condominium shall be subject and subordinate in all respects to the provisions of the Declaration, the Bylaws, and to such Rules and Regulations relating to the use of the Common Elements, or other "house rules," as the Board of Directors may promulgate from time to time. No assignment or subletting of the Lease shall be permitted without the prior written approval of the Association, which approval may be withheld in the Association's sole and absolute discretion.
3. Tenant(s) acknowledges receipt of a copy of the Declaration, the Bylaws and the Rules and Regulations of the Association. Tenant(s) further acknowledges that Tenant(s)'s failure to comply with the terms of the Declaration, the Bylaws or the Rules and Regulations shall constitute a material breach of the Lease Agreement.
4. Unit Owner and Tenant(s) acknowledge that the Association is a limited Third Party Beneficiary of the Lease. The Association's interest is limited to enforcement of the Association legal documents, including the Rules and Regulations, and assuring that Association fees are paid. In this regard, the Board of Directors of the Association shall have the power to terminate the Lease as if it were the Unit Owner, or to bring summary proceedings to evict the Tenant(s) in the name of the Unit Owner in the event of a default by the Tenant(s) in the performance of the terms of the Lease or of this Lease Addendum. All costs and attorney's fees incurred by the Association in connection with or relating to the Lease and this Addendum shall be the joint and several obligation of the Unit Owner and Tenant(s). The parties agree that the Association is not responsible with regard to any representations, warranties or performance under the Lease, or in connection with the landlord/Tenant(s) relationship between Unit Owner and Tenant(s), and Unit Owner and Tenant(s) hereby specifically release the Association and hold it harmless from and against any claims by Unit Owner or Tenant(s) relating to the terms of the Lease, performance under the Lease, representations or warranties between Unit Owner and Tenant(s) either prior to execution of the Lease, contained in the Lease, or subsequent to the date of the Lease, or in any way relating to the condition or attributes of the condominium or the Unit.
5. Unit Owner and Tenant(s) acknowledge that it is the responsibility of the Unit Owner to pay all Association fees and assessments assessed or charged against the Unit in accordance with the Association legal documents.
6. Unit Owner and Tenant(s) hereby agree that, in the event that Landlord becomes more than ninety (90) days delinquent in the payment of condominium fees and assessments to the Carrollsburg Square Condominium Association, Tenant(s) shall pay all rent due to Unit Owner to the Carrollsburg Square Condominium Association until such delinquency is paid by Unit Owner. In such instances, the Board will notify both the Unit Owner and the Tenant(s) in writing, and will take further action to obtain payment directly from the Tenant(s). During such a period, payment of rent to the Carrollsburg Square Condominium Association shall be deemed payment in full to Unit Owner, who shall have no recourse against either the Association or the Tenant(s) for any payment of rent.
7. Unit Owner and Tenant(s) acknowledge that the number of persons in the proposed Tenant(s) household with regard to residential Units shall not be greater than the number of persons

permitted to occupy the Unit as set forth in the Rules and Regulations of the Association of if there is no such provision, in accordance with the laws of the District of Columbia.

8. Unit Owner and Tenant(s) acknowledge that the Association reserves the right to withhold from Tenant(s) access to Common Element amenities in the event that Tenant(s) fails to comply with any of the provisions of the Declaration, the Bylaws or the Rules and Regulations.

9. Unit Owner and Tenant(s) acknowledge and agree that, pursuant to the Bylaws, the Board of Directors and/or the Managing Agent of the Association and/or their employees and agents, have a right of access to the Unit for the purpose of locating and correcting any condition originating or existing in the Unit or threatening another unit or a Common element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or to the Common Elements in the Unit or elsewhere in the Condominium, or to correct any condition which violates the provisions of the Declaration, the Bylaws or the Rules and Regulations of the Association. Reasonable notice of entry will be given in advance to the Tenant(s), provided, however, that in case of emergency, as determined by the Board of Directors or an officer of the Association or the Managing Agent (or its employees or agents) in his/its/their sole discretion, the right of entry will be immediate, whether the Tenant(s) is present at the time or not.

10. Unit Owner and Tenant(s) acknowledge and agree that Unit Owner is responsible for furnishing to Tenant(s) the required Disclosures under the Residential Lead-Based Paint Hazard Reduction Act of 1992, as amended from time to time. Unit Owner and Tenant(s) hereby release Association, and agree to hold it harmless, from any responsibility, loss or liability arising out of the presence of lead-based paint or lead-based paint hazards at the Condominium or arising from Unit Owner's failure to make proper disclosures under the laws and implementing regulations.

11. Unit Owner and Tenant(s) shall have all necessary insurance coverages to protect their respective interests, including, but not limited to, property and liability coverages.

12. Unit Owner and Tenant(s) agree that this Lease Addendum is incorporated into any and every lease for any Unit in the Condominium that the Unit Owner and the Tenant(s) enter into.

13. In the event that either the Unit Owner or the Tenant fails or refuses to execute and sign this Lease Addendum at the time of the execution of the lease, the Association shall require the Unit Owner and the Tenant(s) to do so within thirty (30) days of the Association giving the Unit Owner and the Tenant(s) notice by first-class mail.

14. If the Unit Owner and/or the Tenant(s) fails or refuses to sign this Lease Addendum after notice is given, then thirty (30) from the giving of notice, the terms of this Lease Addendum shall become binding on the Unit Owner and the Tenant(s) in the same manner and to the same extent it would if they had signed it.

15. It is the intention of the parties hereto that the provisions of this Lease Addendum are severable from the Lease and from each other so that if any provision is invalid or void under any law or ordinance, the remainder shall be unaffected thereby.

IN WITNESS WHEREOF, the parties have executed this Lease Addendum and Approval on the day and year first above written on the Lease attached hereto.

Unit Owner

Tenant

Unit Owner

Tenant

President, Carrollsburg Square Condominium Association

CARROLLSBURG SQUARE CONDOMINIUM

RESIDENT CONTACT INFORMATION CAR REGISTRATION

Name _____

Unit # _____

Daytime Phone _____

Evening Phone _____

E-mail _____

Emergency Contact _____

VEHICLE INFORMATION:

Make: _____ Model: _____

License Plate State: _____ Number: _____

Parking Space: _____