

ADDENDUM TO LEASE  
Decoverly IV Condominium, Inc.

This ADDENDUM is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (“Unit Owner”) and \_\_\_\_\_ (“Tenant”) as an addendum to a lease executed by Unit Owner and Tenant and dated \_\_\_\_\_, 20\_\_\_\_ (the “Lease”) for Unit No. \_\_\_\_\_ in Decoverly IV Condominium, Inc (hereinafter referred to as the “Condominium”).

In compliance with Article X Section 2 of the bylaws of the Condominium Association, Unit Owner and Tenant hereby further agree as follows:

1. The Lease is subject to and consistent with the provisions of the Maryland Condominium Act and the Condominium legal documents (Declarations, 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 Condominium legal documents the provisions of the Condominium legal documents shall prevail.
2. The right of tenant to use and occupy the Condominium shall be subject to all provisions of the Declaration, the Bylaws, and such other 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.
3. Tenant acknowledges receipt of a copy of the Declaration, the Bylaws and the Rules and Regulations of the Condominium. Tenant further acknowledges that Tenant’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 acknowledge that the Condominium Association is a limited Third Party Beneficiary of the Lease and this Addendum to Lease. The Association’s interest is limited to enforcement of the Condominium legal documents, including the Rules and Regulations, and assuring that Condominium fees are paid. In that connection, the Board of Directors of the Condominium 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 in the name of the Unit Owner. 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. The parties agree that the Association is not responsible with regard to any representations, warranties or a performance under the Lease, or in connection with the landlord/tenant relationship between Unit Owner and Tenant, and Unit Owner and Tenant hereby specifically release the Association and hold it harmless from and against any claims by Unit Owner or Tenant relating to the terms of the Lease, performance under the Lease, representations or warranties between Unit Owner and Tenant 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 acknowledge that it is the responsibility of the Unit Owner to pay all condominium fees and assessments charged against the Unit in accordance with the Condominium Documents. Should said Unit Owner be delinquent in any or all of these payments in a manner, the Tenant, following written demand from the Association shall pay the fees and assessments to the Association.

6. Unit Owner further acknowledges that Unit Owner is required to provide the Association with the Unit Owner's current mailing address, and agrees to notify the Association of any change of the Unit Owner's address within ten (10) days.
7. Unit Owner and Tenant acknowledge that the Association reserves the right to withhold from Tenant access to common element amenities in the event that Tenant fails to comply with any of the provisions of the Declaration, the Bylaws or the Rules and Regulations.
8. Unit Owner and Tenant acknowledge and agree that, pursuant to the Bylaws, the Board of Directors and/or the Managing Agent of the Condominium 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 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 Rules and Regulations of the Association. Reasonable notice of entry will be given in advance to the Tenant, provided, however, that in case of emergency, as determined by the Board of Directors or the Managing Agent or its employees or agents, in their discretion, the right of entry will be immediate, whether the Tenant is present at the time or not.
9. Unit Owner and Tenant acknowledge that the number of persons in the proposed Tenant household shall not be greater than the number of persons permitted to occupy the Unit as set forth in the Rules and Regulations or if there is no such provision, in accordance with the laws of the State of Maryland, and Montgomery County.
10. 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 Addendum to Lease on the day and year first above written on the Lease attached hereto.

\_\_\_\_\_  
Unit Owner

\_\_\_\_\_  
Tenant

A FULLY CONFORMED COPY OF THE LEASE AND OF THIS ADDENDUM MUST BE DELIVERED TO THE BOARD OF DIRECTORS OR THE MANAGEMENT COMPANY OF DECOVERLY IV CONDOMINIUM WITHIN TEN (10) DAYS AFTER EXECUTION.

RECEIVED BY DECOVERLY IV CONDOMINIUM, INC.:

By: \_\_\_\_\_ Date: \_\_\_\_\_