**Addendum to Lease**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| This Addendum is made this | | |  | | | day of | | |  | | | ,20 |  | , by and between | | |
|  | | | | | | | | ("Lesser") and | | |  | | | | |
|  | | | | | ("Lessee") as an addendum to a lease executed by Lessor and Lessee | | | | | | | | | | | | |
| dated |  | ,20 | |  | | | ("the Lease") for | | |  | | | | |

|  |  |
| --- | --- |
|  | (insert address) in the Lafayette Park Condominium. |

In compliance with Article XI of the By-Laws of Lafayette Park Condominium, Lessor and Lessee hereby further agree as follows:

1. The Lease is subject and subordinate to the Condominium Instruments (Declaration, By-Laws, and Plants and plans, together with any exhibits, schedules or certificates thereto), and to the Rules and Regulations of the Condominium 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 Instruments or Rules and Regulations, the provisions of the Condominium Instruments and the Rules and Regulations shall prevail.
2. In the event of default in the payment by the Lessor of any sums, charges or assessments required to be paid under the Condominium Instruments, the Condominium, at its option, shall be subrogated to all of the rights of the Lessor under the Lease, including the right to collect rent on the terms and conditions of the Lease. A written notice of the exercise of its option by the Condominium, sent to the Lessor, at the last address on the books and records of the Association, and to the Lessee, by both regular and certified mail. Such mailing shall be sufficient to vest in the Condominium all of the rights of the Lessor under the Lease. Three (3) days following mailing of written notice to the Lessee shall commence making rent payments directly to the Condominium.
3. Lessee acknowledges receipt of the Condominium Documents and Rules and Regulations and agrees to comply with them (now existing or hereafter established), and agrees that any breach by the Lessee of such Condominium Documents is a breach of the Lease. Lessor and Lessee further acknowledge and agree that the Board has authority under the By-Laws (Article VI Section 9) and this lease to terminate the Lease and evict the Lessee for violation of the Condominium Documents, Rules and Regulations, or failure to pay rents upon demand.
4. Lessor agrees to provide Lessee with a copy of the new or revised Rules and Regulations during the term of the Lease.
5. The Board of Directors shall have the power to terminate the Lease or to bring summary proceedings to evict the Lessee in the name of the Lessor in the event of a default by the Lessee in the performance of the Lease or Lease Addendum. The Lessor expressly authorizes the Board of Directors to terminate the Lease or to bring summary proceeding to evict the Lease in accordance with the laws of the Commonwealth of Virginia.
6. Lessee and Lessor agree that if Lessee is notified of more than three (3) violations of Rules and Regulations of the Condominium within the period of the Lease, the Association shall have the right to terminate the Lease and bring an action to recover possession of the premises.
7. Lessor acknowledges and agrees that any charges assessed by the Condominium as a result of the act or omission of Lessee or guests becomes the obligations of the Lessor.
8. No Lease may be made for an initial term of less than six (6) months. The Lease and a fully conformed Lease Addendum (new or renewed) as authorized by the Board must be delivered to the Management Company within three (3) days after execution. All Leases must be consistent with the Condominium Documents.
9. Lessee shall not assign in the Lease or sublet the premises or any part thereof without the prior written approval of the Lessor, a copy of which shall be furnished to the Condominium.
10. No Unit may be subdivided and no portion of any Condominium Unit, other than the entire Unit, shall be leased for any period.
11. No Unit shall be occupied by more individuals than allowed by the Fairfax County Zoning Regulation Ordinance, relating to “Bedroom Unit Percentage,” or like in kind provisions.

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Date |  | Lessor |

This is to certify and acknowledge that I have received from Lessor or Lessor’s Agent (1) an executed copy of my application of the Lease, (2) an executed copy of the Lease, (3) an executed copy of this Addendum to Lease, (4) a copy of the Condominium’s By-Laws and Owner’s and Resident’s Manual, and (5) a copy of the Rules and Regulations of Lafayette Park Condominium.

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Date |  | Lessee |

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Date |  | Lessee |