

CLARKSBURG RIDGE HOMEOWNERS ASSOCIATION, INC.

LEASE ADDENDUM

This Lease Addendum made this the ____ day of _____ 20____, by _____ (hereinafter referred to as "Owner" or "Landlord") and _____ (hereinafter referred to as "Tenant" or "Lessee") as an addendum to the Lease Agreement. The address of the property subject to this Lease Addendum is _____ (address of Lot to be leased), within Clarksburg Ridge Homeowners Association, Inc.

Section 1. Definitions:

- (a) "Association" shall mean Clarksburg Ridge Homeowners Association, Inc.
- (b) "Governing Documents" shall mean the Declaration of Covenants, Conditions and Restrictions, By-Laws and Rules and Regulations of Clarksburg Ridge Homeowners Association, Inc.
- (c) "Lease" shall refer to the Lease Agreement and this Lease Addendum collectively.
- (d) "Lease Agreement" shall refer to the agreement to which this Lease Addendum is to attach.
- (e) "Lot" shall mean the real property that is being leased under the Lease.

Section 2. Term: The term of the lease shall be as provided in the Lease Agreement. However, the term shall be for a period of no less than one (1) year and no more than two (2) Years. If the term provided in the Lease Agreement is less than the minimum term permitted herein, then the term of the Lease shall be the minimum term permitted in this Lease Addendum. If the term provided in the Lease Agreement is more than the maximum permitted herein, then the term of the Lease shall be the maximum permitted in this Lease Addendum.

Section 3: Residential Use and Occupancy: The Unit may not be used for hotel, transient, or temporary housing purposes of any kind. Unless the Declaration or By-Laws provides otherwise, the Unit may only be used for residential purposes, as defined by County and State law.

Section 4: Sublease: No subleasing is permitted.

Section 5: Obligation to comply with the Governing Documents and law: Tenant is obligated as a term of the Lease to comply with the provisions of the Governing Documents and Federal, State of Maryland and Montgomery County law. In addition to

the Owner of the Lot, the Tenant shall be responsible for the actions of his/her household members, residents, guests, and/or visitors while they are on Association property and in the Lot. The failure of the Tenant's household members, residents, guests, and/or visitors to comply with the requirements of this Section, shall be deemed as the Tenant's failure to comply. The right of the Tenant to use and occupy the Lot shall be subject and subordinate in all respects to the provisions of the Governing Documents.

Section 6: Condition of Premises: Tenant agrees to keep the Lot in good order and clean condition; to make no alteration, additions, or changes to said Lot, without the Consent of the Owner and the Association; and to commit no waste thereon.

Section 7: Failure to Comply/Termination: In the event of a default of any term of the Lease, by the Tenant, his house members, residents, guests and/or visitors, or upon a violation of any provision of the Association's Governing Documents, in addition to any enforcement action the Association may take against the Owner, the Association shall have the right to terminate the Lease, after reasonable notice to the Owner and an opportunity for a hearing, if the Owner who by express act or by inaction has refused to terminate the lease and evict the Tenant.

Section 8: Attorney-in-fact: Lessor appoints the Association as attorney-in-fact for the purpose of enforcing the terms of the Lease Addendum, including but not limited to action to terminate the Lease and/or seeking eviction of the tenant.

Section 9: Payment of Assessments: Owner and Tenant acknowledge that it is the responsibility of the Owner to pay all Association fees and assessments assessed against the Lot in accordance with the Governing Documents. In the event that the Owner fails to pay assessments or other fees to the Association when due, and after the Association has properly filed a lien against the Lot for such non-payment, upon notice to the Tenant, the Tenant shall pay rent directly to the Association, which shall be applied to the Unit Owner's delinquent account. Said payments shall continue to be made by the Tenant in lieu of rent to the Landlord, until the Tenant receives notice from the Association in writing that the Owner's account is paid in full and current. The Tenant's failure to pay the Association as required herein after receiving notice requiring the same shall be deemed a breach of Lease. Any payments submitted by the Tenant to the Association in excess of the delinquent amount will either be credited to the Owner's account or returned to the Owner.

Section 10: Conflicts: In the event that there is a conflict between this Lease Addendum and the Lease Agreement, this Lease Addendum shall prevail.

Section 11. Waiver and Breach

(a) A waiver by the Association of any breach of any term or condition hereof shall not be deemed a waiver of any other or any subsequent breach.

(b) A breach of any term of this Lease Addendum shall constitute a breach of the Lease.

Section 12. Severability: The parties agree that this Lease Addendum is divisible and separable so that, if any provision or provisions hereof shall be held to be unreasonable, unlawful, or unenforceable, such holding shall not impair the remaining provisions. If any provision hereof is held to be too broad or unreasonable in duration, scope, or character of restriction to be enforced, such provision shall be modified to the extent necessary in order that any such provision or portion thereof shall be legally enforceable to the fullest extent permitted by law, and the parties hereto do hereby expressly request and authorize any court of competent jurisdiction to enforce any such provision or portion thereof or to modify any such provision or portion thereof in order that any such provision or portion thereof shall be enforced by such court to the fullest extent permitted by applicable law. By agreeing to the aforesaid, the parties do not intend to suggest that they consider any term or condition of this Agreement to be unreasonable, unlawful, or unenforceable.

Section 13. Copy to the Association: A copy of the Lease Agreement and this Lease Addendum executed by the Owner and Tenant must be provided to the Association or the Association's management agent prior to the Tenant's move-in. Failure to perform as required herein, shall be a breach of the Lease.

Section 14. Third-Party Beneficiary: Owner and Tenant acknowledge that the Association is an intended third-party beneficiary of Lease, including all of the promises made in the Lease.

Section 15. Enforcement: In the event that the Association is required to enforce the terms of this Lease Addendum, including proceeding to terminate the Lease and/or evict the Tenant, the Lessor shall be personally liable for all costs and attorney fees actually incurred, which shall be collectible in the same manner as assessments under the Governing Documents.

This Lease Addendum was entered into as of the day and year first written above.

By: Lessor/Owner

Signature: _____

Signature: _____

Print name: _____

Print Name: _____

Phone: _____

Address: _____

By: Tenant (all Occupants over the age of 18, use additional pages if necessary)

Signature: _____

Signature: _____

Print name: _____

Print name: _____

Phone: _____

Address: _____

For Office Purposes Only:

Date Received by the Association: _____

Signature of Authorized Agent: _____