

**SYMPHONY VILLAGE**  
**HOMEOWNERS ASSOCIATION, INC.**

**ADDENDUM TO LEASE**

**THIS ADDENDUM** to a certain lease (“Lease”) of the Lot located at \_\_\_\_\_, Centreville, MD 21617 (the “Lot”) within the Symphony Village Homeowners Association, Inc. (the “Association”) is duly executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_, by and between:

\_\_\_\_\_ (“Lessor”), the owner(s) of the Lot; and,

\_\_\_\_\_ (“Lessee”) as the tenant and resident of the Lot.

**RECITALS**

- A.** Lessor and Lessee have entered into the Lease for the Lot to be used by the Lessee for residential purposes.
  
- B.** Lessor and Lessee enter into this Addendum to Lease in order to comply with the leasing requirements of the Association’s Declaration of Covenants, Conditions, and Restrictions (“Declaration”), the Bylaws of the Association (“Bylaws”), the Resolutions, Rules and Regulations, and any other governing documents of the Association (collectively, the “Governing Documents”).

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and agreements contained in the Lease and herein, Lessor, as Landlord, and Lessee, as Tenant, hereby agree as follows:

**1. Applicability of Governing Documents.**

- A. Governing Documents and Rules.** The Lease and Lessee’s right to use and occupy the Lot and the Association's Common Areas shall be subject and subordinate in all respects to the provisions of the Association's Governing Documents and such other rules and regulations ("Rules and Regulations") as the Board of Directors of the Association may from time to time amend and adopt. Lessee acknowledges receiving a copy of, or access to, the Governing Documents and the Rules and Regulations from Lessor. Lessee specifically acknowledges provisions of the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS Article 8 that include Age Restrictions (Article 8.1), restrictions on the Number of Occupants (Article 8.2), restrictions on Visitor Occupants (Article 8.3), and restrictions applicable to Vehicles and Pets (Article 8.5). LESSEE FURTHER ACKNOWLEDGES THAT DIRECT COMMUNICATIONS WITH THE ASSOCIATION BY LESSEE SHALL BE LIMITED ONLY TO THE SUBJECT MATTER OF THIS ADDENDUM. ALL

OTHER COMMUNICATIONS REGARDING THE TENANCY SHALL BE DIRECTED TO THE LESSOR PURSUANT TO THE TERMS OF THE ORIGINAL LEASE.

**B. Violations.** Any violation of the provisions of this Addendum to Lease, the Governing Documents or the Rules and Regulations by Lessee, Lessee's family, guests, agents, employees, licensees, invitees, employees or agents, shall constitute a material breach of the Lease. In the event of such violation, the Association shall have the right, but not the obligation, to take appropriate action, including legal action, against Lessor, Lessee, or both, for injunctive relief, damages, or any other remedy that may be granted by a court of law. Lessor and Lessee hereby expressly authorize the Association to take any such action. Lessor and/or Lessee shall pay the Association all costs and attorney's fees incurred by the Association in order to enforce the Governing Documents and Rules and Regulations and in exercising any of the rights and remedies set forth herein. The leasing of a Lot shall not affect the liability of the owner of the Lot with respect to his or her obligations under the Governing Documents.

**2. Housing Business License.** Lessor shall obtain all permits and/or licenses relating to the rental of his or her Lot and required by federal, state, and local authorities, and shall be solely liable for any violations thereof.

**3. Copy of Lease/Notices.** Lessor and Lessee agree that Lessor shall provide to the Association or its Managing Agent a fully executed copy of the Lease, this Addendum to Lease and any other documentation required under the Lease and/or Addendum to Lease within five (5) days after execution. Lessor and Lessee further agree that any amendments to, or notices of cancellation or termination of, the Lease also shall be provided to the Association or its Managing Agent within five (5) days after execution.

**4. Assignment of Rent.** If at any time during the lease term, including any extension, renewal or holdover term, Lessor becomes delinquent in the payment of any amounts due from Lessor to the Association, including, but not limited to the regular assessment, any special assessment, fee, and/or fine the Association, and such failure to pay continues for ten (10) days, the Board of Directors shall so notify the Lessee in writing of the amount due and, within fifteen (15) days after the date of such notice, the Lessee shall pay to the Association the amount of such unpaid assessment, except that, in no event shall the Lessee be responsible to the Association for any amount of unpaid assessment(s) during any one month in excess of one monthly rental installment as identified in the Lease. Any such payment from Lessee to the Association shall be deemed to be a full and sufficient payment of rent to Lessor in accordance with the Lease, and Lessee shall be discharged from any obligation to pay such amounts directly to Lessor, so long as such payments are made to the Association until Lessor's delinquency to the Association has been fully cured. The amount of such unpaid assessment paid to the Association by Lessee after the nonpayment by the Lessor shall be credited against and shall offset the next monthly rental installment due to the Lessor following the payment by the Lessee of such assessment(s) to the Association. Lessor hereby assigns to the Association the right to take legal action for non-payment of rent, including the right to terminate the Lease, evict Lessee, and obtain possession of

the premises if Lessee fails to pay the Association any amounts due pursuant to this Paragraph, provided, however, that the Association shall not be obligated to take such action, and provided, further, that Lessor shall under no circumstances be released from any of Lessor's payment obligations or other obligations to the Association by virtue of the provisions herein.

5. Insurance. Lessee shall do nothing and permit nothing to be done on or within the Lot which will contravene any fire or other insurance policy covering the same. If Lessee's use or occupancy of the Lot increases the premium on any fire or other insurance policy, Lessee shall pay such increase. Lessor and Lessee shall indemnify and hold harmless the Association from and against any losses or costs incurred by the Association in enforcing the provisions hereof with respect to any of their respective successors and assigns.

6. Successors and Assigns. The provisions of this Addendum to Lease shall apply to any and all of Lessor's and Lessee's successors and assigns.

7. Conflict. In the event of any conflict or inconsistency between the provisions of this Addendum to Lease and the provisions of the Lease entered into by Lessor and Lessee, the provisions of this Addendum to Lease shall control.

**IN WITNESS WHEREOF**, the parties hereto have caused this Addendum to Lease to be duly executed on today's date: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

LESSOR:

LESSEE:

\_\_\_\_\_  
[Print]

\_\_\_\_\_  
[Print]

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Signature]

Address (other than Lot):    Address: