

**STRATTON HOUSE CONDOMINIUM
UNIT OWNERS ASSOCIATION**

REGULATORY RESOLUTION 2003-01

LEASE ADDENDUM

WHEREAS, Stratton House Condominium was duly created by a Declaration executed on August 20, 1984, which Declaration was subsequently recorded in the land of records of the Circuit Court of Arlington County at Book 2148, Page 952; and,

WHEREAS, as attached thereto as Exhibit "B," Bylaws of the Stratton House Condominium Unit Owners Association ("Association") were simultaneously recorded with the Declaration to provide for the self-government of the Condominium; and,

WHEREAS, Article 3, Section 3.1 of the Bylaws empowers the Board of Directors with "...all of the powers and duties necessary for the administration of the affairs of the Unit Owners Association and may do all such acts and things as are not by the Condominium Act or the condominium instruments required to be exercised and done by the Association"; and,

WHEREAS, Article 5, Section 5.8(a)(6) of the Bylaws requires that any unit owner who leases his/her unit shall do so by written lease for a period of not less than six (6) months in duration, which lease shall require the lessee to comply with the condominium instruments and rules and regulations, and further provides that the failure on the part of the lessee to so comply with the condominium instruments shall constitute a default under the lease; and,

WHEREAS, Article 5, Section 5.8 (a)(6) of the Bylaws additionally grants the Board of Directors the discretion to require a standard form lease, and also requires to the unit owner to promptly provide to the Board of Directors a conformed copy of the executed lease; and,

WHEREAS, it is the Board of Directors' intent to ensure that all leases entered into by unit owners and their lessees contain the compliance and default provisions that said leases also address other relevant issues related to the leasing of units; and,

WHEREAS, the Board of Directors has determined that requiring a Lease Addendum in the form prescribed and addressing issues related to the leasing of unit in Stratton House Condominium units is the most effective and enforceable means by which to accomplish its intent;

NOW, THEREFORE, BE IT RESOLVED that from the effective date of this resolution, the attached Lease Addendum shall be executed with all written leases pertaining to Stratton House units, and that the following regulations, which shall be deemed to be regulations of the Association and enforceable as such, shall apply to all unit owners who lease their Stratton House units:

- A. The Lease Addendum shall be in the form attached hereto.
- B. The Lease Addendum is to be used by the unit owner and executed with the written lease.
- C. The unit owner shall provide the Board of Directors or its management agent with a conformed copy of both the lease and the Lease Addendum documents at least twenty-four (24) hours prior to tenant move-in.
- D. Failure by the Unit Owner to comply with the above regulations shall be deemed to constitute a violation of the condominium instruments and shall render the Unit Owner subject to enforcement action pursuant to Article 9, Section 9.1 (*Compliance and Default – Relief*) of the Bylaws, including, without limitation, any and all remedies available to the Association as set forth therein.

UNIT OWNERS ASSOCIATION

LEASE ADDENDUM

THIS LEASE ADDENDUM is an addendum to a certain lease dated _____ (“Lease”) of the condominium unit with an address of _____, # _____, Arlington, Virginia 22204 (the “Unit”) in the Stratton House Condominium by and between _____, owner(s) of the Unit (hereinafter called “Landlord”), and _____ (hereinafter called “Tenant(s)”), who comprise all of the Tenants leasing the above-referenced Unit in the Stratton House Condominium (hereinafter “Condominium”).

WITNESSETH THAT:

In consideration of the mutual covenants, promises and agreements contained in the Lease and herein, Landlord and Tenant hereby agree as follows:

1. Compliance with Condominium Governing Documents.

A. Pursuant to Va. Code Section 55-79.53 (*Virginia Condominium Act – Compliance with condominium instruments*), and Article 5, Section 5.8(a)(6) of the Stratton House Unit Owners Association (“Association”) Bylaws (“Bylaws”), Tenant’s right to use and occupy the Unit shall be subject and subordinate in all respects to the provisions of the Stratton House Condominium Declaration, the Bylaws and all rules, regulations and policy statements of the Association’s Board of Directors (collectively, the “condominium instruments”), and to such other rules and regulations as the Board of Directors or the Association may from time to time promulgate and as any of the foregoing may be lawfully amended from time to time.

Failure to comply with the provisions of the condominium instruments or the rules and regulations, pursuant to Article 5, Section 5.8(a)(6) of the Bylaws, shall constitute a material breach of the Lease and grounds for eviction of Tenant. If Tenant continues to fail to comply with the condominium instruments and/or rules and regulations, the Landlord, or the Association, may initiate eviction proceedings and Landlord or the Association shall be entitled to all remedies available under the lease, lease addendum, condominium instruments and by law. Remedies shall be deemed cumulative. Landlord hereby appoints the Board of Directors of the Association as attorney-in-fact for Landlord and further agrees that all attorney’s fees and costs incurred by the Association to evict Tenant for violation of the Association’s rules and regulations shall be paid by Landlord if Landlord fails to commence such proceedings within forty-five (45) days after notice to Landlord by Association by certified mail, return receipt requested.

B. The Lease grants Tenant a leasehold estate interest in the Unit together with a license granting Tenant, for such lease term, Landlord’s rights to use the common elements and facilities of the Condominium; provided that Tenant and Tenant’s family, guests, licensees, employees and agents exercise such license in accordance with the provisions that of the Association, including, without limitation, the right to vote. Tenant shall indemnify and hold harmless Landlord from and against any damages, direct or indirect, incurred by Landlord as a result of the non-compliance by any of the above-mentioned persons with the provisions of any of the Stratton House condominium instruments or any other covenant of the Lease.

2. Use and Occupancy of Unit. Tenant agrees not to use or occupy the Unit or the Condominium’s common elements in any manner annoying or offensive to other residents of the Condominium, and to make no alterations or additions to the Unit, its fixtures or the common elements without the prior written consent of the Landlord and the Board of Directors, as required by the condominium instruments. Tenant agrees to use the Unit exclusively for a private, single-household, residential dwelling. “Single-household” is defined as a single family related by blood, marriage, or adoption, or as no more than four (4) unrelated individuals. The unit occupancy limits per unit are as follows: Two (2) occupants for a one-bedroom unit; four (4) occupants for a two-bedroom unit.

3. Payment of Assessments. Upon written request by the Association and after written notice to Landlord, both notices by certified mail return receipt requested, Tenant shall pay to the Association, during the term of the lease and during all other periods of occupancy by the Tenant, all unpaid annual assessments, special assessments and charges, interest, costs and attorneys' fees, as determined to be owing and due to the Association from Landlord. Tenant may deduct such payments from the monthly rental payments due to the Landlord; provided, however, Tenant need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments due at the time of the Association's request. Landlord waives its rights under this Lease and Lease Addendum for any sums owed by Tenant to Landlord as rent, which Tenant had paid to the Association pursuant to this provision. All such payments made by Tenant to the Association shall reduce by the same amount Tenant's obligation to make monthly rental payments to Landlord and such amounts shall reduce Landlord's obligation to the Association.

Failure by the Tenant to comply with the foregoing shall constitute a material breach of the Lease and grounds for eviction of the Tenant. Landlord hereby appoints the Board of Directors of the Association as attorney-in-fact for Landlord and further agrees that all attorneys' fees and costs incurred by the Association to evict Tenant for failure to make the payments to the Association in violation of this Paragraph 3 of this Lease Addendum shall be paid by Landlord.

4. Assignment or Subletting. Tenant shall not assign the Lease or sublet the Unit, except in writing and with the written consent of the Landlord. As such time, a new lease addendum shall be executed by the new tenants. Any assignment or sublet must be for a period of not less than six (6) months. Any unapproved assignments or sublet shall be void and shall be considered a material breach of the Lease. Any approved assignment or sublet does not alter, in any manner, the other provisions of the Lease or of this Lease Addendum, nor does it release Tenant of any obligations agreed to in the Lease or this Lease Addendum. A copy of any assignment or subletting and the new lease addendum shall be forwarded within ten (10) days to the Board of Directors or its Managing Agent.

5. Insurance. Tenant will do nothing and permit nothing to be done in the Unit, which will contravene any fire or other insurance policy covering the same. If Tenant's use or occupancy of the Unit increases the premium on any fire or other insurance policy, Tenant shall pay such increase. Tenant shall obtain and maintain during the Lease term (including any extension, renewal or holdover term), in an amount acceptable to Landlord, liability insurance against all claims on account of personal injury and property damage coverage, including without limitation, all personal property, for which Tenant may, as a result of use or occupancy of the Unit and/or facilities and common elements of the Association, become liable or suffer loss. Tenant shall provide Landlord with a certificate of insurance evidencing compliance with this section. Landlord will provide the Association a conformed copy of said certificate.

6. Required Alterations. If at any time during the Lease term or extension, renewal or holdover term, a particular use which the Tenant makes of the Unit requires repairs, alterations or additions to the Unit in order to comply with requirements of any governmental authority or the Association, Tenant agrees to make such repairs, alterations or additions in a first-class manner at Tenant's cost and expense, and if Tenant shall fail to make such repairs, alterations or additions, Landlord shall have the right to terminate the Leases and to take possession of the Unit by serving the Tenant not less than thirty (30) days written notice to vacate. Any structural alterations or additions to the Unit or the common elements require the prior written permission of the Landlord and the Board of Directors.

7. Receipt of Condominium Instruments. Tenant hereby acknowledges receipt of a copy of the Declaration, Bylaws and Rules and Regulations of the Association and hereby agrees to abide by them and any amendments thereto.

8. Term of Lease. No Unit shall be leased or rented for an initial term of less than six (6) months.

9. Severability and Conflicts. The invalidity of any part of this Lease Addendum shall not impair or affect in any manner the validity or enforceability of other provisions of this Lease Addendum. In the event of a conflict between the terms of this Lease Addendum and the Lease Agreement, the terms of this Addendum shall control.

10. Copies of Lease. Landlord and Tenant hereby agree that Landlord shall provide a conformed copy of any Lease Agreement and this Addendum to the Association by delivering both to a member of the Board of Directors or the Managing Agent at least twenty-four (24) hours prior to tenant move-in. Failure by the Landlord to comply with this requirement shall be deemed a violation of the condominium instruments and shall entitle the Association to pursue all remedies under Article 9, Section 9.1 of the Bylaws, as well as all remedies available to the Association pursuant to Va. Code 55-79.80:2 (*Virginia Condominium Act – Assessment of charges for violations, etc.*)

11. Binding Effect. The parties hereto expressly agree and affirm that they have each read, understand and agree to be bound by the terms of this Lease Addendum, which is hereby incorporated by reference in the Lease Agreement. The singular shall include the plural and the male gender shall include the female, wherever the context shall so require. In the event that two or more persons are listed as Tenants or reside on the premises, the liability of such persons shall be joint and several.

12. Other. _____

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the date noted below.

_____	_____	_____
Date	Landlord	Tenant
	_____	_____
		Tenant
	_____	_____
	Address	Tenant

		Tenant