

**ADDENDUM TO LEASE  
CAPITOL PARK IV CONDOMINIUM**

This ADDENDUM is made this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_, by and between \_\_\_\_\_ (“Unit Owner”) and \_\_\_\_\_ (“Tenant”) as an addendum to a lease executed by Unit Owner and Tenant and dated \_\_\_\_\_, 199\_\_ (the “Lease”) for Unit No. \_\_\_\_\_ in Capitol Park IV Condominium (hereinafter referred to as the “Condominium”).

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

1. The Lease is subject to and consistent with the provisions of the D.C. Condominium Act and the Condominium legal documents (Declaration, 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 the Third Party Beneficiary of the Lease and this Addendum to Lease. Furthermore, in the event of a default by the Tenant in the performance of the terms of the Lease or this Addendum to Lease, and after prior written notice to the unit owner, 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.
5. Unit Owner and Tenant acknowledge that it is the primary responsibility of the Unit Owner to pay all condominium fees and assessment charges 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 giving rise to rights or remedies, the Condominium shall be subrogated to the rights of the owner under his or her lease, including but not limited to, the right to collect rent under the terms and conditions provided for in the lease. If Condominium engages in any legal action pursuant to this Addendum, tenant agrees to pay Condominium its reasonable attorney’s fees for any such action.
6. Unit Owner and Tenant acknowledge that it is the responsibility of the Unit Owner of the Unit

here leased, to pay all condominium fees and assessments charged against the Unit in accordance with the Condominium legal documents. Unit Owner further acknowledges that Unit Owner is required to provide the Condominium Association with the Unit Owner's current mailing address, and must notify the Association of any change of Unit Owner's address within ten (10) days.

7. Unit Owner and Tenant acknowledge that the Condominium 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 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 Unit Owner's 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 Unit Owner's Unit or elsewhere in the Condominium, or to correct any condition which violates the provisions of the Declaration, the Bylaws, the Rules and Regulations or any mortgage covering another Unit. 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 and/or the Managing Agent and their employees or agents, in their discretion, right of entry will be immediate, whether the Tenant is present at the time or not.
9. It is the intention of the parties hereto that the provisions of this Lease Addendum are severable so that if any provision is invalid or void under any applicable Federal or local 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 BUILDING MANAGEMENT OF CAPITOL PARK IV CONDOMINIUM WITHIN TEN (10) DAYS AFTER EXECUTION.

RECEIVED BY CAPITOL PARK IV CONDOMINIUM:

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

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