

MAIN STREET GREEN OF OLD TOWN FAIRFAX, A CONDOMINIUM

ADDENDUM TO LEASE AGREEMENT

This Addendum is made this ____ day of _____, 20____, to the lease agreement ("Lease") by and between _____ ("Landlord" or "Unit Owner") and _____ ("Tenant") for the unit located in Main Street Green at Old Town Fairfax, A Condominium ("Condominium") at _____, Unit #_____, Fairfax, Virginia ("Unit").

In consideration of the mutual covenants, promises, and agreements contained in the Lease and herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree that the following provisions are hereby added to and incorporated into the Lease, and in the event of any conflict between the provisions of the Lease and this Addendum, the provisions of this Addendum shall control.

1. Condominium Instruments. Landlord has provided Tenant with copies of the condominium instruments of Main Street Green at Old Town Fairfax, A Condominium ("Association"), including the Declaration, Association Bylaws and Rules and Regulations (collectively, the "Condominium Instruments"). Tenant hereby acknowledges receiving and reviewing the Condominium Instruments. Failure to receive or review the Condominium Instruments shall not constitute a defense to any breaches thereof.

2. Non-Compliance. Tenant's right to use and occupy the Unit and the Common Elements of the Condominium shall be subject and subordinate in all respects to the provisions of the Virginia Condominium Act ("Act") and the Condominium Instruments. Tenant's failure to comply with the provisions of the Act, the Condominium Instruments, or this Addendum shall be deemed a material breach of the Lease, giving Landlord the right and obligation to take appropriate action to terminate the Lease, evict the Tenant, and take possession of the Unit. If the Landlord fails to terminate the Lease after such a material breach by the Tenant, the Association Board of Directors has the authority to terminate the Lease and bring proceedings to evict the Tenant provided at least 45 days' prior written notice is given to Landlord. Landlord and Tenant shall be jointly and severally liable to the Association for all charges assessed or costs incurred by the Association to remedy or enforce such a breach.

3. Assignment of Rent. If, at any time after signing this Addendum, Landlord becomes delinquent in the payment of amounts due to Association as required by the Act or Condominium Instruments, Landlord and Tenant acknowledge and agree that Association may demand, and immediately thereafter shall receive, payment directly from Tenant of all rent or other amounts due or becoming due from Tenant to the Landlord, up to an amount sufficient to pay all sums due to Association, and any such payment from Tenant to Association shall be deemed to be payment of rent to Landlord in accordance with the Lease, and Tenant shall be discharged from any obligation to pay directly to Landlord any such amounts, so long as such payments are made to the Association, until Landlord's delinquency to the Association has been cured. Landlord remains liable for all amounts due to Association under the Condominium Instruments. If Association elects to receive payment of rent directly from the Tenant, Landlord shall be responsible for payment of such amounts, and any resulting interest, fees, and costs, if Tenant fails to timely make payment to Association pursuant to this Section. Landlord hereby waives any rights under Section 805(b) of the Fair Debt Collection Practices Act and expressly authorizes Association, its managing agent, legal counsel, or other authorized person or entity, to contact Tenant in connection with the collection of any delinquent assessment owed by Landlord.

4. Requirement to obtain Insurance Policies. All owners must obtain and submit an HO-6 (Homeowner's) insurance policy to the Board of Directors or Management. Renters are advised to obtain a Renter's insurance policy.

The invalidity of any part of this Addendum shall not impair or affect in any manner the validity or enforceability of other provisions of this Addendum. This Addendum is not intended to restrict the Landlord or the Tenant from adding provisions to the Lease so long as such provisions do not conflict with the provisions of this Addendum.

IN WITNESS THEREOF, the parties hereto have signed this Addendum as of the date and year indicated.

_____	_____	_____	_____
Tenant	Date	Landlord	Date
#41896			March 2011