

ADDENDUM TO LEASE

THIS ADDENDUM TO LEASE is made to the Lease (“Lease”), dated _____, between _____ (“Landlord”), and _____ (“Tenant”) for those premises known as Unit _____ (“Premises”).

WITNESSETH THAT:

In consideration of the mutual covenants, promises and agreements contained in the Lease and herein, the receipt of which is hereby acknowledged, Landlord and Tenant(s) hereby agree as follows:

1. The Lease is subject to and subordinate in all respects to the provisions of the Queen’s Landing Counsel of Unit Owners, Inc., (“Association”) documents (Declaration and Bylaws) together with any and all exhibits and schedules, and the Rules and Regulations of the Association, as the same may be amended from time to time. In the event of any inconsistency between the Lease on the one part and the provisions of the Association Documents and/or Rules and Regulations on the other part, the provisions the Association’s Governing Documents shall prevail.
2. The lease grants Tenant a leasehold estate interest in the Unit. Landlord retains all membership rights in the Association including, without limitation, the right to vote. The right of the Tenant to use and occupy the premises shall be subject and subordinate in all respect to the provisions of the Declaration, By-Laws and Rules and Regulations as may be revised from time to time.
3. Tenant acknowledges receipt of a copy of the Declaration, By-Laws and the Rules and Regulations of the Association. Tenant agrees to abide by and comply with all provisions of the Declaration, By-Laws and Rules and Regulation, as may be revised from time to time, and tenant further acknowledges that Tenant’s failure to comply with the terms of the Declaration, By-Laws and Rules and Regulations shall constitute a material breach of the Lease Agreement.
4. Landlord shall register tenants and occupants of the lease by submitting the following documents to the Association’s General Manager within ten (10) days of the starting date of the term of the Lease.
 - a. A completed and signed Rent Unit Registration Form or which can be obtained at the Office or the Queen’s Landing web site.
 - b. A signed copy of the Lease.
 - c. A signed copy of the Association’s Addendum to Lease
 - d. Proof of Renters Insurance

- e. Payment in the amount of One Hundred and no/100 dollars (\$100.00) for the Rental Unit Registration Fee.

5. Commencing on June 3, 2008 and after the execution of a completed and signed Addendum to Lease, Unit Owners that have tenants residing in his or her unit shall pay a Rental Unit Registration Fee of One Hundred dollars (\$100.00). This fee shall be independent of, and shall have no effect upon, any other required fees. This fee is intended to compensate the Association for the administrative costs associated with the registration. This fee may be reviewed annually by the Board of Directors and adjusted as necessary.

Payment is due upon the execution of a completed and signed Addendum to Lease. Any payment that is not received within ten (10) days of commencement of an Addendum to Lease for a Tenant shall be considered late and subject to a late charge and the collection procedures contained in the Queen's Landing Governing Documents.

6. **Condition of Premises; Repairs; Inspection; Use**

a. The premises are hereby acknowledged to be in a safe condition permitting habitation and Tenant accepts said premises in such condition. Tenant agrees to keep the premises in a good, clean condition; to make no use or occupation of the premises other than as stated herein; to make no alterations, additions, or changes in the said premises or the fixtures thereof (nor to permit such to occur) without the written consent of the Landlord and with respect to the General and Limited Common Elements, the Board of Directors; to commit no waste thereon; to obey all laws, ordinances, and the Association's Declaration, By-Laws and Rules and Regulations affecting the premises

b. The Tenant agrees to promptly report to the Landlord or in an emergency the General Manager any defect or need for repairs for which the Association is responsible.

c. In addition, Tenant specifically agrees that the use of the premises shall conform to the following:

1. Right of Access. The Board or its authorized designee, on behalf of the Association, shall have an irrevocable right to enter the leased unit to inspect the same or make repairs when such inspection or repairs reasonably appear necessary for public safety or to prevent damage to the Unit, adjacent Units, Common Elements, or to enforce the provisions of the Declaration, By-Laws and Rules and Regulations. The Board or its authorized designee shall give at least twenty-four (24) hours notice to the Owners and Tenants of any Unit to be entered for the purpose of inspection of repairs. Should any Owner or Tenant, after being twice given notice, fail to allow access to his or her unit for inspection or the performance of repairs, the Board may affect such needed access at the Owner's expense. An entry by the Board or its designee, on behalf of the Association, for the purposes specified in this Section shall not be considered a trespass as provided in the Association's By-Laws. Any cost of effecting access and any maintenance, repair or replacement made by the Board to a Unit shall be assessed against the Owner's Unit and shall

become a continuing lien against the Unit and the personal obligation of the Owner pursuant to the By-Laws, and shall be collected in the same manner as an assessment.

2. Assignment or Subleasing. Tenant agrees and covenants not to assign, sublet or transfer said premises. Any attempted assignment or sublet shall be void and shall constitute a material breach of the lease.

3. Tenants and Occupants. Landlord and Tenant state for the benefit of the Association that there shall be no other tenants or occupants of the premises except as named on the Lease Registration Form and that the Landlord and Tenant acknowledge that the number of persons in the proposed Tenant household shall not be greater than is permitted by either the Lease or the county occupancy requirements, or the lesser thereof.

4. Use of Common Elements. The Landlord hereby transfers and assigns to the Tenant for the term of the Lease any and all rights and privileges that the Landlord has to use with respect to the Common Elements of the Association. Pursuant to Article 4, section 4.4 (c) of the declaration, the Landlord assigns / does not assign (choose one by circling – if one is not chosen, it will be deemed to have been assigned) to the Tenant the right to utilize the recreational facilities. If the Landlord assigns his/her rights to the Tenant, the Landlord or his family may not use the recreational facilities, provided however, that the Landlord may use the Queen's Landing Community Room as stated in the Rules and Regulations. Landlord and Tenant acknowledge that the Association reserves the right to withhold from Tenant access to the Common Element amenities in the event that Tenant fails to comply with any of the provisions of the Declaration By-Laws or Rules and Regulations of the Association.

5. Remedies of the Condominium. Landlord and Tenant acknowledge that the Association is the Third Party Beneficiary of the Lease and this Addendum to Lease and that the Board shall, after forty-five (45) days written notice to Landlord, have the power to terminate the Lease with cause as if it were the Landlord, or to bring summary proceedings to evict the Tenant in the name of the Landlord in the event of a default by the Tenant in the performance of any provisions of the Lease or of the Addendum to Lease, the Declaration, the By-Laws, or Rule and Regulations of the Association. Landlord hereby appoints the Association and its agents as his or her attorney-in-fact to take all actions that it deems appropriate on his or her behalf. All costs and attorney's fees incurred by the Association in resolving issues or to evict the Tenant will be assessed against the Unit and the Unit Owner.

6. Binding Effect. It is mutually understood and agreed that all the covenants and agreements contained in this Addendum to Lease shall be binding upon the benefit of their heirs, personal representatives, successors and assignee(s) of the Landlord, Tenant, and the Association. Further, the parties agree that all the covenants and agreements contained in this Addendum to Lease shall prevail. Further, in the event that two or more persons or entities are listed above as Tenants, the liability of such persons or entities shall be joint and several.

7. Default. It is understood and agreed that this Addendum to Lease is and shall be subject in all respects to the Declaration, By-Laws, Rules and Regulations of the Association, and that any failure by Tenant to conform with the foregoing shall constitute a default

under this Addendum to Lease which may be cured by Landlord in the manner set forth in the Lease Agreement and which may be further cured by the Association in the manner set forth in Paragraph 6(c)(5) hereof.

7. Insurance

a. Tenant acknowledges that Tenant is required to obtain and maintain a Renter's Insurance policy which provides both property damage and liability coverage for the Tenant and his or her guests during the term of the lease. The liability coverage provided by said policy shall be not less than \$100,000.00. Tenant shall provide Landlord with a certificate of insurance evidencing compliance with this section. Failure by a Tenant to obtain or maintain renter's insurance will be deemed a material breach of the Addendum of Lease. Landlord acknowledges and states for the benefit of the Association that Landlord is responsible for ensuring that the Tenant obtains and maintains the proper renter's insurance policy referenced above. In the event that the Tenant fails to obtain or maintain a renter's insurance policy, the Landlord acknowledges that he or she is personally liable for any damage which is not covered by the Association's master casualty insurance policy or Landlord's insurance policy, if any.

b. Landlord acknowledges and states for the benefit of the Association that in the event of an insured loss to a Unit or common element under the Association's master casualty insurance policy, if the loss is caused by anything in a Unit or for which the Landlord as the Unit Owner has the maintenance, repair or replacement responsibility, then the deductible amount of \$1,000.00 or such greater amount as may be permitted from time to time by the Maryland Condominium Act under the Master Policy shall be paid by Landlord without regard to the negligence of the Landlord or his or her tenant, guest or invitee. The cost of the deductible shall constitute a lien upon the Unit and collected in the same manner as an assessment.

c. Landlord and Tenant acknowledge and agree that in the event of an insured loss under the Association's master casualty insurance policy caused by the negligence or willful misconduct of Tenant, the insurance carrier has the ability and the right to subrogate any and all claims against the Tenant.

8. Landlord acknowledges that he or she is required to provide the Association with his or hers current mailing address and phone number, and must notify the Association of any change of the Landlord's address within ten (10) days of the change.

9. The Lease and this Addendum to Lease shall be governed by and construed in accordance with Maryland law.

