

**DEVONSHIRE CLUSTER ASSOCIATION
LEASE ADDENDUM**

THIS ADDENDUM is made to the Lease (“Lease”), dated _____, 20__, between _____ (“Landlord”), and _____ (“Tenant”).

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

I. Applicability of Cluster Instruments.

A. Cluster Instruments and Rules.

Tenant’s right to use and occupy the unit at _____ (“Premises”) is subject to and subordinate in all respects to the provisions of the following documents (collectively the “Cluster Instruments”):

1. the First Amendment to the Deed of Amendment to the Deeds of Dedication of Reston Association, the Restated Articles of Incorporation of Reston Association, and the Amended Bylaws of Reston Association,
2. the Deed of Subdivision, Conveyance, and Easements to Devonshire Cluster Association, and
3. the Articles of Incorporation, Bylaws, and Rules and Regulations of Devonshire Cluster Association.

Tenant acknowledges receiving a copy of the Cluster Instruments from Landlord. Tenant further acknowledges that the right to use and occupy the Premises shall be subject to and subordinate in all respects to any amendments to the Cluster Instruments or resolutions adopted in accordance with them.

B. Violations.

Any violation of the provisions of the Cluster Instruments shall constitute a default of the Lease. To correct any violations, the Devonshire Cluster Association (“Association”) shall have the right to take enforcement action against the Landlord, the Tenant, or both, for injunctive relief, damages, or any other remedy available under the law.

C. Rights Granted.

The Tenant shall have a leasehold estate in the Premises for the specified lease term together with a license granting Tenant, for the lease term, Landlord’s rights to use the common elements of the Association, provided that Tenant and Tenant’s family, household members, guests, invitees, licensees, employees and agents exercise such license in accordance with the provisions of the Cluster Instruments. The Landlord retains all membership rights and obligations in the Association including, without limitation, the right to vote and the obligation to pay assessments.

D. Indemnification.

The Tenant shall defend, indemnify and hold harmless Landlord and the Association from and against any claim, injury or damages, direct or indirect, including reasonable attorney's fees and costs, incurred as a result of Tenant's occupancy of the Premises or from any non-compliance by Tenant with the provisions of any of the Cluster Instruments or any covenant of the Lease.

E. Damage.

The Tenant and the Landlord shall be jointly and severally liable to the Association for any damage to the common elements and any related costs, including reasonable attorney's fees incurred (whether or not a suit is actually commenced in court), caused by the act, omission, neglect or carelessness of Tenant or that of Tenant's family, household members, guests, invitees, licensees, employees or agents.

II. Uses.

The Premises shall be used solely as a residential dwelling. Tenant shall not use or allow the Premises to be used for any disorderly or unlawful purposes or in any manner offensive to others and Tenant shall comply with all applicable laws and ordinances.

III. Remedies.

The remedies of the Association set forth in this Addendum are cumulative of all other remedies available to the Association under the Cluster Instruments and all applicable laws and are not the Association's sole remedies.

By LANDLORD:

By TENANT:

Signature

Signature

Printed Name

Printed Name

Date

Date