

LEASE

This Lease is made this _____ day of _____, _____ by and between _____ (hereinafter called Landlord) and _____ (hereinafter called Tenant) and Rolling Ridge Condominium Association (hereinafter the "Association").

WITNESSETH

That the Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord, premises known as: _____, Sterling, Virginia 20164, and located in Loudoun County, Virginia.

1. Term of Lease. The term of this Lease shall begin on the _____ day of _____, _____, and end on the _____ day of _____, _____, unless otherwise modified or terminated as provided herein.

2. Amount and Manner of Payment. Tenant agrees to pay a sum of \$ _____ as rent for said term, payable in monthly installments of \$ _____, the first installment payable upon execution of this Lease and the remained installments payable in advance of the first day of each month thereafter. All payments, unless Tenant is otherwise notified in writing, are to be made payable to Landlord and delivered to: _____, or such other place as Landlord may designate, without diminution, deductions are demand and said obligation to pay rent at the time specified will constitute default and the Landlord may avail himself of any remedy afforded under the terms of this Lease/or applicable law. All sums of money or other charges required to be paid by Tenant to Landlord under the terms of this lease, wether or not same be designated "rent" or "additional rent", shall be deemed rent and shall be collectible as such.

3. Pro Rata Rental Payments. It is additionally understood and agreed that Tenant is to commence occupancy of the premises at noon on the _____ day of _____, _____. Tenant is to pay the sum of \$ _____ on the ____ day of _____, _____, as "pro-rata" rent for the period commencing on the ____ day of _____, _____, and continuing through the _____ day of _____, _____.

4. Security Deposit. Tenant agrees to deposit with Landlord, upon execution of the Lease, the sum of \$ _____ as security deposit for faithful performance by Tenant of his obligations hereunder. In the event of any breach or failure of Tenant hereunder, the Landlord shall have the right to use and apply the said security in the manner provided and permitted by law. Within seventy-two (72) hours following termination of the tenancy. Landlord shall make a final inspection of the premises. If Tenant has faithfully performed his obligations hereunder, paid all rent and other charges due Landlord, returned all keys and left premises (Including all fixtures, facilities and appliances) in the same condition as when premises were occupied except for reasonable wear and tear and normal depreciation, then: Landlord shall within thirty (30) days after the termination of tenancy and delivery of possession of premises return the amount of the security to Tenant. If Landlord had made any deductions from security deposit as permitted by law, all of said deductions shall be fully itemized in writing to Tenant within thirty (30) days of termination of tenancy. No part of said security or any accrued interest as required by law shall be applied by Tenant as payment of any part of the rent or any other obligations due hereunder and Tenant shall pay rent required each month as though no security deposit were ever made.

5. Use of Property. The Tenant and the Landlord agree and understand that the Association is a community property governed by By-Laws and Architectural Guidelines which are overseen and enforced by a Board of Directors. Pursuant to the Association By-Laws, Article V, Section 8 (a) (vi), "No unit shall be leased for transient or hotel purposes or leased for an initial period of fewer than six (6) months. No portion of any Unit (other than the entire Unit) shall be leased for any period." By entering into this agreement and pursuant to the signatures hereto, the Tenant and the Landlord agree to be bound by all rules, regulations and By-Laws of the Association, as found in Section 8, entitled Restrictions on Use of Units; Rules and Regulations. In accordance with these By-Laws, Section 8 (a) (vi), the Association's Board of Directors "reserves the right to terminate any lease for failure of the Tenant to so comply and is appointed as the Unit Owner's attorney-in-fact to bring any and all necessary actions for compliance and/or eviction."

No Tenant will use said property as anything other than a Single Family Residence, i.e., no more than **TWO (2) PERSONS PER BEDROOM**, without prior written consent of Landlord and the Association. Failure to comply could result in termination of the lease and/or eviction. Each individual shown as Tenant on this Lease, hereby acknowledges they are each jointly and severally responsible for the performance of all covenants, terms and conditions of this lease. **THE FOLLOWING PERSONS AND NO OTHERS ARE AUTHORIZED BY LANDLORD TO RESIDE WITHIN THE DEMISED PREMISES:**

Name	Age
_____	_____
_____	_____
_____	_____

IF MORE TWO (2) PERSONS PER BEDROOM RESIDE IN THE UNIT, OR IF PERSONS RESIDE IN THE UNIT WHO ARE NOT LISTED ABOVE, THIS SHALL CONSTITUTE A DEFAULT UNDER THE LEASE AND THE LANDLORD OR ASSOCIATION ARE ENTITLED TO EVICT THE TENANTS FROM THE PREMISES.

6. Expiration and Extension. At the conclusion of the leased period herein specified, this Lease shall convert to and continue as a month to month lease, unless either Landlord or Tenant has given at least 30 days prior written notice to the other of intention to terminate the lease or unless the lease is extended for an additional specified period of time by mutual and separate written agreement of all parties. While in a month to month status, either Landlord or Tenant can, by at least 30 days prior written notice to the other, terminate the lease on any date of a specified month. All notices of intent to terminate lease will be by certified mail, return receipt requested or personal delivery.

7. Acceptance of Property. The Tenant acknowledges that he has examined the lease premises and his acceptance of the Lease is conclusive evidence that said premises are in good and satisfactory order and repair unless

otherwise specified herein; the Tenant agrees that no representations or warranties as to the condition of the premises have been made and that no the agreement has been made to redecorate, repair or improve the premises unless hereinafter set forth specifically in writing. The Landlord will deliver the leased premises in a clean condition, and in complete compliance with all applicable laws. Tenant agrees to provide Landlord with a written list of all damages to the premises, if any, within five (5) days of occupancy, which list is for information only; the Landlord shall not be obliged to make any repairs.

8. Payment. Landlord had the right to require that all rental payments be made by money order, cashiers check and/or certified check. Tenant also agrees that in the event Tenant shall fail to pay any installments of rent within five (5) days beyond the date on which it is due and payable, Tenant shall pay Landlord, in addition to the rent, a late charge in the amount of (10%) of the rent due. Such payment shall be payable as additional rent together with the rent then overdue and in arrears, and acceptance of such is not a waiver of the requirement that rent is due on the first day of the month. Nothing herein contained however, shall constitute a waiver or limitation of Landlord's right to institute legal proceedings for rent, damages and/or repossession of the leased premises for non-payment of any installment of rent when and as the same becomes due and payable. A service charge of \$40.00 will be automatically made for each instance in which a check is returned unpaid for any reason by the Tenant's bank. However, the five-day late period is not a grace period and the rent is due and payable on the first of each month. **THE TENANT UNDERSTANDS THAT MONIES RECEIVED BY LANDLORD WILL BE FIRST APPLIED TO ANY PREVIOUSLY ACCRUED UNPAID AMOUNTS AND THEN TO CURRENTLY DUE RENT.**

9. Utilities. Tenant will be responsible for all utilities, at Tenant's expense, and Tenant will pay all electric, sewerage, fuel and telephone bills, charges, and assessments for such services and materials furnished to the leased property for benefit and use of Tenant, members of its family, household or entity, and to its agents, guests or licensees, during the term hereof, whether or not billed to Landlord or Tenant.

10. Compliance with Law. Tenants will not use said property or any part thereof for any disorderly or unlawful purposes. This property is subject to governing document and rules and regulations of a Condominium Association. Tenant agrees to comply with all governing documents and rules and regulations of the Association and all applicable Federal, State, County and local laws and ordinances. Tenant's failure to comply with any of said rules and regulations or laws shall constitute a material breach of this lease for which Tenant may be evicted.

11. Assignment of Subletting. Tenant will not transfer or assign this lease or sublet the whole or any part of said property without written consent of Landlord.

12. Care of Property and Equipment by Tenant. Tenant shall, during the term of this lease and any other extension thereof, keep said property and all equipment in good order, repair and condition, and surrender same at the expiration of the term hereof in the same good order as at the beginning of the term hereof, or at the time of subsequent repair or replacement thereof, during said term, normal wear and tear and damage by fire, storm, natural elements and public enemies not due to the fault, negligence or aggravation of Tenant excepted. In addition to the foregoing, Tenant is responsible for the following:

- a. Clearing of any stoppages in water closets, drain lines and dishwasher airgaps;
- b. Maintaining and replacing, if necessary, caulking around bathtubs and showers;
- c. Clearing jammed disposals;
- d. Furnishing his own electric light bulbs and fuses at his own expense. Light bulbs and fuses will be provided by Landlord at the commencement of the tenancy and must be in good working order at the termination of tenancy;
- e. Replacement of faucet washers as needed;
- f. Repair and maintenance of all telephone equipment and wiring;
- g. Placing all garbage and trash in suitable covered containers for removal at regular intervals by the appropriate trash service;
- h. Paste waxing any wood floors. Tenant shall not, however, refinish or shellac said wood floors without the prior written consent of Landlord;
- i. Any repairs made necessary due to the negligent acts or omission of the Tenant, his family, guests, employees or pets.
- j. Any damages caused by the Tenant's failure to perform any of the foregoing acts, or in the negligent performance of the said acts, shall be paid by the Tenant, but Tenant shall not order repairs on or about the premises without prior approval from the Landlord.

13. Maintenance by Landlord. Except as otherwise provided herein, Landlord will maintain said property in good repair and Tenantable condition and will be responsible for all repairs not due to the fault or negligence of the Tenant during the continuance of this lease. All repairs and maintenance that are the responsibility of the Landlord will, except in cases of emergency, be accomplished during normal weekday daylight working hours.

The Tenant and Landlord recognize that the Association has a contracted management company that handles all general upkeep and maintenance requests and complaints concerning the common elements, i.e., flower beds, grass, playgrounds, etc. The Tenant and/or the Landlord may and should contact the management company with any issues concerning maintenance. If a violation is found during any of the regular inspections conducted by the management company, notice will be sent to the Tenant and Landlord via certified mail. Failure to correct such violations will result in assessment of charges to the Unit Owner in accordance with the Association governing documents.

14. No Hazardous Conditions. Tenant will not permit any hazardous equipment, gasoline, explosives, combustible, corrosive, or erosive materials, except gas, coal, wood, or fuel oil necessary and normally used on said property for the purpose of heating and cooking, to be kept or stored in or on said property, or permit or do anything which would increase the rate of fire or other hazardous insurance on said property. If any increase of the fire or other hazard insurance rate is stated by the State Insurance Rating Bureau to be due to any equipment, materials, activity or condition in or on the said property, such statement shall be prima facie evidence that the increase in rate is because of a breach of this covenant by Tenant. It shall be the responsibility of the Tenant to obtain an insurance policy, which provides adequate public liability coverage and protection of the Tenant's personal property. Tenant will not install water bed(s).

15. Structural Alterations. Tenant will not make any structural alterations or additions to said property without the prior written consent of Landlord or the Association.

16. Installation of Equipment. Tenant will not install or use, or permit to be installed or used, any equipment of any kind that will require alteration or additions to, or create an overload an. Any gas, water, heating, electrical, sewerage, drainage, or air conditioning systems of the said property, without prior written consent of Landlord, and the permission of any governmental agency or public utility company, as and if required, and compliance with applicable public laws.

17. Alterations and Additions. Tenant will not remodel or make any structure changes, alterations or additions to the premises; will not paper, paint or decorate; will not install, attach, remove, or exchange appliance or equipment, such as air conditioning, heating, refrigerate or cooking units, radio or television devices; will not drive nails or other devices into walls or woodwork (Reasonable number if picture hangers expected) and will not change the existing looks of the premises or install additional locks with out the written consent of the Landlord. All alterations, additions to, or improvements in or on said property made by either party (except moveable furniture or unattached and moveable equipment put in at the expense of Tenant) shall immediately become the property of the Landlord and shall remain at the termination of this lease without disturbance, molestation, or injury thereto, or with out complaint, claim, contest, litigation or delay by Tenant, or Tenant's family, house hold, agents. Guests, licensees, creditors, pledgees, mortgagees, or other persons.

Any planting, landscaping, gardening, etc., on common areas must be submitted by the unit owner and approved by the Association's Architectural Committed via an Architectural request form. These alterations also include the installation of satellite television.

18. Inspection. Tenant will permit Landlord or the Association, and their employees, tradesmen, licensees, and contractors, to have access to said property inside and out at any and all reasonable times, depending upon the then immediate circumstances, for the porpoise of inspections or for the porpoise of making any estimates, alterations, or repairs Landlord may consider necessary or desirable.

19. Notice of Damage, Defects. Tenant will give Landlord prompt notice of any known defect, breakage, malfunctions, or damage to or in the structure, equipment or fixtures in or on any said property. This covenant, however, does not obligate, and is not to be understood, interpreted, constructed or in any way to imply that Landlord is obligated or expected to repair or correct such defect, breakage, malfunction, or damage.

20. Repairs or Alterations Due to Use or Neglect. Is at any time during the term of this lease, or any renewal or extension thereof, Landlord should be required by any governmental authority to make repairs, alterations, or additions to said property or its equipment, caused by the use or neglect thereof by Tenant, Tenant hereby agrees to have said repairs, alterations, or additions made at Tenant's risk, cost and expense, and if Tenant fails to do so promptly, Landlord shall have the option of terminating this lease or causing such repairs, alterations, or additions to be made, and

the cost of same, plus 6% thereof, shall be considered as additional rent for said property and payable forthwith by Tenant. The provisions of this paragraph shall be in addition to, and shall not prevent the enforcement of, any claim Landlord may have against Tenant for any other breach or damages under this lease.

21. Liability for Personal or Property Damage. Landlord shall not be liable for any injury or damage to persons or property either caused by or resulting from falling plaster, dampness, overflows or leakage upon or into the property of water, rain, snow, ice sewage, steam, gas or electricity or by breakage in or malfunction of pipes, plumbing fixtures, air Conditioners, or appliances, or leakage, breakage, or obstruction of soil pipes nor for any injury or damage from any other cause, unless any such injury or damage shall be the result of willful misconduct or negligence of Landlord, and Tenant shall give prompt notice to Landlord of any of the foregoing occurrences however, caused.

22. Subordination Clause. This lease shall be subordinate to the lien of existing and future mortgages placed on the premises, and Tenant agrees to execute whatever additional agreements are required to so subordinate this lease. Landlord shall have the right to assign any of his rights under this agreement at any time.

23. Posting Notices on Property. Tenant hereby authorizes Landlord to post a "For Sale" or other sign to that effect and a lockbox on the property and a "For rent" or other sign to that effect and a lockbox on the property, and to show said property inside and outside at reasonable hours to prospective purchasers, Tenants, lenders and mortgages.

24. Observance Notices. Tenant shall observe and abide by any lawful notices, rules and requests given or made by Landlord for the occupancy, operation, and maintenance of the property.

25. Signs and Advertisements. Tenant will not cause or permit any signs, advertisements, pictures, figures, inscriptions, or notices to be displayed, inscribed upon, or affixed on any part of the outside or inside of the said property except as authorized in writing by Landlord and any applicable public law. The prohibition and provisions of this paragraph shall not apply, however to the usual inside household pictures, portraits, or figurines, which may be hung on the inside walls or other suitable inside places.

26. Damage by Fire, etc. If said property is damaged by fire or other disaster without the fault and neglect of Tenant, the damage shall be repaired by and at the expense of Landlord. The rent, according to the extent that the property is rendered unlivable, shall be suspended until such repairs are completed. With further provision Tenant can terminate this lease by written notice to Landlord and payment of rent to the date property became unlivable. If the said property is damaged by fire or other cause to such extent that condition or Landlord shall decide to demolish the structure on said property, then and in either such event, Landlord shall have the option to terminate this lease by written notice to Tenant, and the term of this Lease shall terminate on the day such notice is given, with the balance of the rent due hereunder adjusted to the date of such termination.

27. Failure to Deliver Possession. Although Landlord shall, in good faith, make every reasonable effort, but without obligation to incur cost or expense or to institute any legal procedure, to deliver possession of property to Tenant on the date stated herein as the beginning of the term, in no event shall Landlord be liable in damages or

otherwise for failure to deliver possession of the said property to Tenant on the date stipulated herein as the beginning of the term, whether such failure is due to alterations, repairs, or redecoration being planned, made, or unfinished, or lack of any occupancy or use permit by any governmental law or authority, or for any other reason or cause whatever; and such failure to deliver possession shall not effect Tenant's obligations hereunder except that in the event of delay, the rent shall be suspended for the period from the date of commencement specified in this lease to the date possession is tendered; provided, however, that if possession is not delivered or tendered to Tenant within thirty days after the date so specified, then Landlord or Tenant may thereafter terminate this Lease forthwith by giving written notice thereof to the other before possession is delivered or tenured to Tenant, in which event all parties hereto shall be released from further obligation hereunder, except for the return to Tenant of any deposit and rent which may have been made or paid by Tenant, and no party shall be liable to the other or others for damages, performance, or other redress.

28. Defaults and Remedies. If default be made in the payment of rent as herein provided or in the performance of any of the covenants by Tenant, then Landlord shall have the option of terminating this lease by giving written notice to Tenant that the lease is terminated or by entering upon the said property and repossessing the same, and if Landlord does give such written notice or termination or does enter said property and repossess the same, this lease and everything herein contained on the part of Landlord to be done and performed shall cease, without prejudice, however, to the right of Landlord to recover from Tenant all rent due and damages for any and all breaches hereunder. If this lease shall be terminated before its expiration by reason of Tenant's default as herein provided, or if Tenant shall abandon or vacate said property before the termination of this lease, the property may be relet by Landlord for such rent upon such terms as Landlord may see fit, and if the full rental herein before provided shall not be realized by deficiency together with any expenses incurred in such reletting. The provisions contained in this paragraph shall be in addition to, and shall not prevent the enforcement of any claim Landlord may have against Tenant for any other breach or damages under this lease. In all cases of termination of lease due to Tenant default, the Landlord shall be entitled to recovery of reasonable attorney fees.

29. Waivers. No waiver or oversight of any breach of any covenant, condition or agreement herein contained, including the provision relating to the collection of late charges set forth in Paragraph 1 above, or compromise or settlement relating to such a breach, shall operate as a waiver of the covenant, condition or agreement itself, or any subsequent breach thereof. Acceptance by the Landlord of monies from the Tenant after the Landlord has given the Tenant a notice to quit/vacate shall not constitute a waiver by the Landlord of his rights under said notice.

30. Termination by Anticipatory Breach. If the Tenant makes an assignment for the benefit of creditors, or a receiver of Tenant's assets is appointed, such shall be considered an anticipatory breach, and Landlord shall have the option of terminating this Lease by giving Tenant written notice of such termination, whereupon the term of this Lease shall end, and Tenant shall vacate said property in accordance with the termination notice. In the event of such anticipatory breach and termination, Landlord shall be entitled to and have a claim for liquidated damages for such breach in an amount equal to three monthly installments of the rent or an amount equal to the balance of the total rent due under the full term of the Lease, whichever amount is less.

31. Surrender. Tenant will, upon termination of this lease, surrender the premises and all fixtures and equipment of Landlord in good, clean and operating condition, ordinary wear and tear accepted. Tenant shall, at the time of vacating the premises, clean said premises and equipment, including stove and refrigerator and remove all trash from the premises. If such cleaning and removal of trash is not accomplished by the Tenant, or the premises and/or equipment are not left in good, clean and operating condition then any action deemed necessary by the Landlord to accomplish same shall be taken by the Landlord at the Tenant's expense. Upon vacating the premises, Tenants shall deliver all keys to the Landlord within 24 hours after vacating. Failure to comply with this provision will be cause for a charge to the Tenant for changing locks. The Tenant will be liable for prorated rent until such time as the keys are returned or the locks are changed whichever is earlier. The Landlord will inspect the premises within five days of the date of moving designated in the Tenant's notice. The Tenant has the right to be present at the time of inspection to determine if any damage has been done to the premises, if the Tenant is notified by Landlord by certified mail, return receipt requested, prior to the Tenant's date of moving. Upon receipt of notice of moving, or other termination of the lease, Landlord shall notify Tenant in writing of the time and date when the premises are to be inspected.

32. Abandoned Property. Any property which is left on the premises for more than five (5) days after the termination of the tenancy shall be considered to be abandoned by the Tenant or other owner and shall, at Landlord's option, become Landlord's property and Landlord may dispose of it with out liability to Tenant, or owner of property left with Tenant's dwelling unity or the premises, all at the expense of the Tenant.

33. Heir, Executors, etc., Bound. All of the terms, covenants, agreements, and provisions herein contained shall bind and inure to the benefit of Landlord and Tenant their heirs, executors, administrators, personal representatives, successors, trustees, and receivers. And assigns, as applicable, except as otherwise provide herein.

34. Joint and Several Liability. Each Tenant joining herein shall be jointly and severally responsible to Landlord for full performance under each and every covenant and condition of this Lease Agreement and for compliance with applicable law.

35. Tenant Representation. Tenant acknowledges that the statements and representations made in the signed application for said premises are true; that said statements have induced Landlord to enter into this lease; that they are deemed a part of the lease; and the falsity of any of them shall constitute a breach hereof of any of the other covenants or conditions contained herein. A copy of any written application is attached to this lease.

36. Carpet. Upon termination of lease, Tenant agrees to have all carpet professionally cleaned at Tenant's expense.

37. Pets. The Tenant shall not be allowed to keep pets on the premises except with the written permission of the Landlord and the Association, in accordance with the By-Laws. Tenants who have a pet, agree to pay the cost of having the demised premises deflead and deticked by a professional exterminator, and if carpeted, the carpeting shampooed by a professional cleaner, at the termination of occupancy and will deliver to Landlord a paid receipt of these very services. Tenant further agrees to pay for any and all damages caused by pets to the premises. Tenant is

authorized to have pet's ____yes ___no. Number allowed ____ Kind _____. A separate pet deposit of \$ _____ will be paid on or before the beginning of this lease.

38. "As Is" Property. The following items are left as a convenience to the Tenant and are in "as is" condition and will not be repaired, replaced or maintained by Landlord.

39. Special Conditions.

Landlord will pay Rolling Ridge Condominium Association monthly assessments.

Witness the following signatures and seals.

Landlord: _____

Date: _____

Tenant: _____

Date: _____

Print Name: _____

Tenant: _____

Date: _____

Print Name: _____

I HEREBY CERTIFY THAT A COPY OF THIS LEASE WILL BE PROVIDED TO THE ASSOCIATION.

Landlord: _____

Date: _____