

**LANDFALL**  
**ADDENDUM TO RESIDENTIAL RENTAL CONTRACT**

THIS ADDENDUM TO RESIDENTIAL RENTAL CONTRACT ("Addendum") is incorporated into the Residential Rental Contract, Lease, Rental Agreement, or similar document to which this Addendum is attached (the "Lease"), effective as of the effective date of said Lease, and entered by and between:

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(whether one or more, collectively the "Landlord"), and

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(whether one or more, collectively the "Tenant").

Landlord and Tenant desire to augment the terms of the Lease, and therefore, for and in consideration of the premises, for and in consideration of the mutual promises set forth in the Lease, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follow:

1. **Landfall Community Documents.** The property subject to the Lease (the "Premises") is located within the Landfall planned community. The Premises are subject to several community documents, which may, include without limitation, one or more declarations of covenants, conditions, and/or restrictions applicable to the neighborhood, section, and applicable phase of the overall Landfall community in which the Premises are located; cross access easement agreements; agreements between the applicable homeowners association(s) for the Premises and The Landfall Council of Associations (the "Council"); Articles of Incorporation and Bylaws for one or more homeowners associations in which the Premises are located; the Landfall Rules & Regulations; and the governing documents of the Council (collectively, all such documents applicable to the Premises are referred to herein as the "Landfall Community Documents").

2. **Representation and Warranty of Compliance of Lease.** Several of the Landfall Community Documents include specific restrictions regarding leasing. For example, some of the neighborhood restrictive covenants require a minimum lease term. By execution of this Addendum, both Landlord and Tenant represent and warrant to one another that they have reviewed the applicable Landfall Community Documents for the Premises and verified that the Lease does not violate any applicable restriction.

3. **Representation and Warranty by Tenant to abide by, and comply with, the Landfall Community Documents.** Tenant represents and warrants to Landlord that Tenant shall, at all times during the term of the Lease, comply with, and cause all invitees of Tenant to

the Premises ("Invitees") to comply with, all provisions of the Landfall Community Documents. Tenant's failure to comply, and cause compliance by Invitees, with the Landfall Community Documents shall constitute a default under the Lease. If Tenant or any Invitee is found by the Council or an authorized owners association within the overall Landfall community to be in violation of, or to have violated, the Landfall Community Documents, then, notwithstanding any other provisions of the Lease to the contrary, and in addition to any remedies available under the Lease, at law, or in equity, Landlord shall be entitled to immediately either terminate the Lease or terminate Tenant's right to possession of the Premises pursuant to the Lease. If Landlord elects either such remedy, Landlord shall be immediately entitled to possession of the Premises, and, if Tenant should fail or refuse to surrender possession of the Premises, Landlord may retake the Premises by summary ejection proceeding pursuant to Article 2 of Chapter 42 of the North Carolina General Statutes.

4. **Tenant to Reimburse Landlord for Fines and Penalties.** In addition to any other rights and remedies of Landlord, Tenant shall reimburse Landlord on demand for any and all fines, fees, penalties, and the like levied against Landlord as a result of Tenant's violations of the Landfall Community Documents.

5. **Tenant Liable to Council for Violations.** Tenant shall be jointly and severally liable to the Council and any and all applicable owners associations for fines, fees, penalties, and the like imposed against Landlord as a result of Tenant's violation of the Landfall Community Documents.

6. **Notice to Council.** Landlord shall provide a copy of the fully executed Lease, including this Addendum, to the Council no more than three (3) business days following the full execution of the Lease by both Landlord and Tenant.

This, the \_\_\_ day of \_\_\_\_\_, 20\_\_.

LANDLORD:

TENANT:

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