

PIER 3 CONDOMINIUM ASSOCIATION

APPROVED LEASE ADDENDUM

THIS ADDENDUM TO LEASE AGREEMENT (the "Addendum") made as of this _____ of _____, 20__, by and between _____, as tenant (the "Tenant"), _____, as landlord, (the "Landlord").

WHEREAS, Landlord is the owner of Pier 3 Condominium Unit No. _____ (the "Unit"), a condominium unit forming a part of Pier 3 Condominium (the "Condominium") and is a member of the Pier 3 Condominium Association (the "Association");

WHEREAS, Landlord and Tenant are parties to that certain Lease Agreement dated _____, (the "Lease Agreement" and together with this Addendum, the "Lease"), pursuant to which Landlord has agreed to lease to Tenant the Unit, in accordance with the terms as more fully set forth therein; and

WHEREAS, Landlord and Tenant acknowledge that the rental of the Unit is subject and subordinate to the provisions of the Governing Documents, as hereinafter defined, and wish to incorporate such terms into the Lease Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Defined Terms.** Except as otherwise defined herein, capitalized terms used in this Addendum shall have the meanings assigned to such terms in the Pennsylvania Uniform Condominium Act (68 PA C.S. §3101 et. seq.) (the "Act"), the Amended and Restated Declaration of Pier 3 Corporation, dated April 8, 1994 (the "Declaration"), the Bylaws of the Pier 3 Association (the "Bylaws") and the Pier 3 Condominium Community Rules and Regulations (the "Rules and Regulations" and together with the Act, Declaration and Bylaws, as the same may be amended and modified from time to time, the "Governing Documents").

2. **Subordination.** The Lease Agreement is subject and subordinate to the Governing Documents which govern the operation, maintenance, control and organization of the Unit, Condominium and the Association. The Lease is further subject to any existing of/or future leases, mortgages, agreements, modifications, renewals or extensions affecting the Unit, the Governing Documents or the Condominium.

3. **Use.** The Lease Agreement relates solely to the residential use and occupancy of the Unit and does not include the transfer or exchange of Landlord's voting rights to Tenant nor shall the Lease Agreement be construed as in any way diminishing or reducing Landlord's obligations under the Governing Documents.

4. **Governing Documents.**

(a) Tenant hereby acknowledges receipt of the Governing Documents and

agrees to be bound by all the duties, responsibilities, terms and conditions contained in the Governing Documents, including the provisions relating to the use of the Unit and Common Elements, and all applicable laws, regulations and ordinances governing the Unit and Condominium.

(b) Landlord hereby acknowledges that, during the term of the Lease, Landlord shall continue to be bound by all the duties, responsibilities, terms and conditions contained in the Governing Documents and further acknowledges that the Lease does not impose any direct liability on the Tenant to pay any Assessment on behalf of the Landlord, rather Landlord remains primarily responsible for Landlord's obligations to the Association.

(c) Landlord shall not be relieved of any responsibilities under the Governing Documents, nor shall any provision contained herein be construed to impose any duty, responsibility or liability upon the Association as landlord. Landlord acknowledges and agrees to be fully responsible to ensure that the Unit, and the individuals, including, Tenant, occupying same, comply with all of the provisions of the Governing Documents and the Lease.

(d) Notwithstanding the foregoing, and not by way of limitation of the direct and continuing responsibility and obligation of Landlord to comply with and to cause the compliance of the Unit and the use thereof with the Governing Documents, Tenant agrees that at all times during the term of the Lease and/or while Tenant is in possession of the Unit he/she/it shall (i) comply with the Governing Documents and (ii) cooperate with Landlord in connection with the compliance by Landlord and the Unit with the Governing Documents.

(e) Without intending to limit the applicability of the terms and conditions set forth in the Governing Documents, the following is a summary of certain pertinent provisions of Governing Documents. It is not a substitute for reviewing the Governing Documents to obtain the full extent of the terms and conditions governing the Lease:

(f) Notice to Association. Landlord shall deliver to the Association, in care of its managing agent, an executed copy of the Lease on or within ten (10) days after execution thereof but prior to Tenant taking possession. (Declaration, Section 7.2)

(g) Moving Into or Out of Unit. No person may move into or out of a Unit without previously notifying the Association's managing agent at least 48 hours prior to the move in or move out date. Moving into or Moving out from may only be scheduled for Monday through Friday, 8:00 a.m. to 5:00 p.m. and on Saturdays, from 9:00 am to 1:00 pm. No moving is permitted on Sundays, or Holidays. Moreover, access to the Condominium shall be restricted to the loading dock gate. A non-refundable fee of \$200.00 will be charged for all moves. (Rules and Regulations, Section III)

(h) Unit Keys. Landlord and Tenant shall supply the Association's managing agent with a copy of all keys and security information necessary to gain access to the Unit. (Rules and Regulations, Section VII)

(i) Disturbances. No Tenant or guest of any Tenant shall make any noise, sounds or other audible disturbances which unreasonably interfere with the quiet enjoyment of any other Unit Owner or resident. (Rules and Regulations, Section II)

(j) Odor/Trash. No vibration or cooking or other odors shall be permitted to emanate from any Unit if it unreasonably disturbs, annoys, or interferes with the rights, comfort or convenience of other Unit Owners. Moreover, the Unit must be maintained in a good state of upkeep and cleanliness.

(k) Pets. Tenants are not allowed to have dogs. Cats, birds and fish are permitted. Tenants of record prior to January 1, 2009 may keep their existing dogs. However, such pets may not be replaced should the animal die or no longer dwell in the leased unit. (Rules and Regulations, Section VI)

(l) Alterations. Landlord and Tenant agree not to make any alterations to the Unit including, but not limited to, existing electrical, plumbing, heating, air conditioning, and the Unit structure, without the express written approval of the Board. (Rules and Regulations, Section IX and Appendix "A")

(m) Use. The Unit may be used only for residential purposes. All other uses are prohibited including, without limitation, operation of any business in or from the Unit. (Declaration, Article VII)

(n) Parking. Subject to the provisions of the Lease Agreement, Tenant may utilize one parking space in the garage as agreed upon by Landlord. (Rules and Regulations, Section IV and Appendix "C")

(o) Fines. The Association shall transmit written notice of any violations of the Governing Documents to the Landlord and Tenant. Further, Landlord and Tenant acknowledge that the Board may impose fines for violation of the Association's Rules and Regulations in accordance with current fining policies. (Rules and Regulations, Section I)

6. **Default**. The failure of Tenant to abide by the terms and conditions of the Governing Documents or applicable laws and ordinances, shall be a default under the Lease.

7. **Assignment or Subleasing**. In the event of an assignment of the Lease or sublease of the Unit, Landlord and Tenant agree to provide the Association or its duly appointed managing agent with a copy of such assignment or sublease within ten (10) days of the execution thereof. Tenant has hereby agreed that any lawful levy, sale or execution, or other legal process, including any assignment or transfer in a Bankruptcy case, shall be deemed and taken to be an assignment within the meaning of this Lease.

8. **Third Party Beneficiary**. Landlord and Tenant acknowledge that the Association is a third party beneficiary of the obligations of Landlord and Tenant to perform all of their obligations under the Lease, any assignment thereof, and any sublease of the Unit.

10. **Enforceability**. In the event that any provision of this Addendum is held, by a court of competent jurisdiction, to be unenforceable, such provision shall be waived and the

remainder of the Addendum shall remain in full force and effect.

11. **Amendments and Modifications.** The Lease Agreement and Addendum may only be changed, extended, modified, amended or reformed by an instrument in writing, duly executed by Landlord and Tenant with a copy of such amendment or modification provided to the Association with ten (10) days of the execution thereof.

12. **Integration.** Notwithstanding anything set forth in the Lease Agreement, this Addendum is hereby made a part of the Lease Agreement and shall modify and supersede any inconsistent provisions to the extent of any such inconsistency.

13. **Counterparts.** This Addendum may be executed in any number of counterparts, and all such counterparts shall be deemed to constitute one and the same instrument and each of said counterparts shall be deemed an original hereof.

(Signatures Appear on the Following Page)

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the date shown next to each signature below, the latest of which shall be the effective date of the Lease.

TENANT:

Name:
Date:

LANDLORD:

Name:
Date:

RECEIPT OF FULLY EXECUTED COPY OF LEASE AND LEASE ADDENDUM
ACKNOWLEDGED:

PIER 3 CONDOMINIUM ASSOCIATION
By:

Managing Agent
Date: