

One 5th AVE . CONDOMINIUM
LEASE ADDENDUM AND AGREEMENT – RESIDENTIAL UNIT

IN CONSIDERATION OF AND COMPLIANCE with the Leasing Restrictions of One 5th Ave. Condominium, and in furtherance of the LEASE AGREEMENT DATED _____, 20____ (hereinafter "Lease Agreement"), which is hereby incorporated herein by reference as if set forth in its entirety,

_____ ("Unit Owner(s)") and
_____ ("Tenant(s)"), hereby agree as follows:

The Lease Agreement shall include the following understandings and agreement of the parties in furtherance of the interests of the One 5th Ave. Condominium Association:

(1) Unit Owner(s) and Tenant(s) understand that Tenant(s) are subject in all respects to, and Tenant(s) hereby agree to abide by, the provisions of the Declaration of Condominium, By-Laws, and Rules and Regulations of the One 5th Ave. Condominium Association, as these documents may be amended from time to time. Tenant(s) hereby acknowledge receipt of these documents from Unit Owner(s).

(2) Any violation of the Association's governing documents constitutes a breach of the Lease Agreement and this Addendum. The Association, for the benefit of the Association and every Unit Owner(s), has the rights of enforcement of any lease directly against the Tenant(s) including, but not limited to, the right to terminate any lease by reason of violations of the provisions of the lease, the Declaration, By-Laws or Rules and Regulations of the Association. Unit Owner(s) agrees to be bound by the foregoing for the common good of all Unit Owners, although some financial loss may be suffered by the Unit Owner(s) of the affected Unit by reason of these conditions. Unit Owner(s) shall hold the Association harmless for any such financial loss or other interest affected by the Association's exercise of its rights pursuant to this Lease Addendum. If any violation or breach shall remain unresolved for a period of fifteen (15) days after the Tenant(s) receive written notice to abate the violation, said action shall be deemed a default of the terms of this Lease Addendum. In such event, upon receipt of written notice from the Executive Board, Unit Owner(s) shall terminate the Lease Agreement without liability and evict the Tenant(s) in accordance with the Agreement and Pennsylvania Law. In addition, the Executive Board is hereby authorized to evict the Tenant(s) in the event of an unabated breach if Unit Owner(s) fails to commence eviction proceedings within fifteen (15) days written notice to the Unit Owner(s) and the Tenant(s) from the Executive Board.

(3) It is agreed that the One 5th Ave. Condominium Association is a third-party beneficiary to the Lease Agreement and any Lease renewals thereto.

(4) The leasing of a Unit shall not affect the liability of the Unit Owner(s) with respect to his or her obligations under the governing documents of the One 5th Ave. Condominium. If a Unit Owner(s) fails to pay any charge or assessment levied against a leased Unit, and such failure to pay continues for fifteen (15) days, the Executive Board has the right to notify the lessee of such Unit in writing of the amount due. Commencing on the first day of the first calendar month after such notice and continuing on the first day of each calendar month thereafter, the Tenant(s) must pay to the Association the full monthly rental installment payable by the Tenant(s) to the Unit Owner(s) under the Lease Agreement, such payments to be applied against the amount of unpaid charges or assessments payable by the delinquent Unit Owner(s) until the Association notifies the Unit Owner(s) and the Tenant(s) that all delinquent, unpaid have been paid in full. The amount of such unpaid charges or assessments paid to the Association by Tenant(s) after the nonpayment by the Unit Owner(s) will be credited against and will offset the monthly rental installments due to the Unit Owner(s) under the Lease Agreement. The Executive Board has the continuing right to send multiple notices to Tenant(s) as long as the Unit Owner(s) remains delinquent in the payment of any charges or assessments.

(5) Unit Owner(s) and Tenant(s) shall be jointly and severally liable for any damage to the Common Elements and Limited Common Elements caused by Tenant(s) and their guests and invitees.

(6) Tenant(s) hereby agree not to conduct any illegal activity or to permit invitees, guests, or family members to conduct illegal activity at the property. Such action shall constitute a breach of the Lease Agreement and Addendum, thereby entitling the Executive Board to the remedies set forth above.

(7) Tenant(s) understand that a leased unit may only be occupied on a permanent basis by those individuals who are named in the Lease and this Lease Addendum.

(8) Unit Owner(s) and/or Tenant(s) understand the necessity of the Association to enter the Unit to access plumbing lines, drain lines, wiring and other apparatus under certain circumstances. The Condominium Association and/or its authorized representatives, including the managing agent, reserve the right to access the Unit as necessary. The Association or its representative will provide Tenant(s) with a minimum of twenty-four (24) hours' notice, except in emergency situations. Emergency situations include, but are not limited to, plumbing leaks, problems with the heating system, electrical problems, and reports of smoke or suspicious smells. Unit Owner(s) and/or Tenant(s) hereby expressly authorize emergency access to the Unit to the Board of Directors, its representatives, employees, managers and/or agents.

(9) Tenant(s) hereby agree to maintain adequate renter's insurance at all times during the occupancy of the Unit.

(10) To the extent of any inconsistency between the Lease Agreement and this Addendum, the provisions of this Addendum shall prevail.

(11) This Lease Addendum shall be governed by the laws of the Commonwealth of Pennsylvania. If any provision of this Addendum shall be held to be invalid, void, or unenforceable, then the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, and intended to be legally bound, the parties hereunto have set their hands and seals this ___ day of _____, 20__.

Unit Owner Name

Tenant Name

Unit Owner Name

Tenant Name

Unit Owner Email Address

Tenant Email Address