

ADDENDUM TO LEASE

_____ (hereinafter called Lessor) and _____

_____ (hereinafter called Lessee) hereby agrees to modify the lease agreement dated _____ between the parties hereto for unit _____ Hampton Hall Condominium, Pittsburgh, Pennsylvania.

Whereas, the Declaration of Condominium of the Hampton Hall Condominium Association, requires that leases be approved by the Council of the Condominium Association; and

Whereas, Lessor and Lessee desire to secure said approval, and Hampton Hall Condominium Association, (hereinafter called "Association") desires to grant said approval upon the conditions outlined below, the parties hereto agree to amend said previously executed lease so as to incorporate within its terms and conditions the following additional provisions for the benefit of the Association;

Therefore, it is agreed as follows:

1. Lessee acknowledges that promises made to Lessor in this paragraph and the following paragraphs hereof are made for the benefit of Hampton Hall Condominium Association, (hereinafter called the "Association") for the purpose of discharging Lessor's duties to the Association through Lessee's performance. In order to enforce the provisions of this Lease Agreement made for the Association's benefit, the Association may bring an action against Lessee to recover sums due for damages or injunctive relief or may impose any other sanction authorized by the Declaration of the Condominium (hereinafter called the "Declaration") or Bylaws, and the Rules and Regulations of Hampton Hall Condominium or by law. Failure by the Association to enforce any of its rights shall in no event be deemed a waiver of the right to do so thereafter. Lessee acknowledges having been given and having read a copy of each of aforesaid documents.
2. Lessee shall comply with the Declaration and By Laws governing Hampton Hall Condominium Association and with the administrative rules and regulations adopted pursuant thereto, as any of the foregoing may be lawfully amended from time to time, and with the covenants, conditions and restrictions set forth in Lessor's deed to the Premises. Lessee shall control the conduct of his or her employees, customers, visitors, and invitees in order to assure compliance with the foregoing and shall indemnify and hold Lessor and the Association harmless for any such person's failure to comply. Lessee acknowledges that the violation of any provision of the Declaration, Bylaws, or the rules and regulations adopted thereafter shall constitute a default under this lease.

3. Lessee acknowledges that the violation of any provision of the Declaration, Bylaws, or the Rules and Regulations of Hampton Hall Condominium Association, whether now in affect or adopted hereafter, shall constitute a default under aforesaid lease agreement. Lessee shall control the conduct of its guests and invitees in order to assure compliance with the foregoing and shall indemnify and hold the Association harmless for any such person's failure to comply.
4. Upon request by the Association, Lessee shall pay to the Association all unpaid annual assessments and special assessments against the premises, as lawfully determined and made payable during the term of this Lease Agreement and any other period of occupancy by Lessee; provided that Lessee need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Association's request. All payments made to the Association under this paragraph 4 shall reduce by the same amount, Lessee's obligations to make monthly rental payments to Lessor under this Lease.
5. If Lessee fails to comply with the Association's request as provided in paragraph 4, Lessee shall pay to the Association all charges, interest and costs of collection including but not limited to an attorney's commission to the same extent Lessee would be required to make such payments to the Association if Lessee were the owner of the Premises during the term of this Lease Agreement and any other period of occupancy by Lessee.
6. Lessee shall comply with all notices and other requirements, rules and regulations of the Association concerning maintenance and repair. Lessee shall be liable for and shall indemnify and hold Association harmless from any damage or injury to the person or to property of Lessee or any other persons if such damage or injury be due to the act or neglect of the Lessee or any person in his or her control or employ, or if such damage or injury be due to any failure of the Lessee to report in writing to the Lessor any defective condition which the Lessor would be required to repair under the terms hereof on notice from Lessee.
7. Lessee's right shall be subject to all rights of the Association and any bona fide mortgage or deed to secure debt which is now or may hereafter be placed upon the Premises by Lessor. Lessee agrees, upon request to execute such further instruments evidencing such subordination as Lessor or Association may request, and if Lessee fails to do so, Lessor or Association is empowered to do so in the name of Lessee.
8. In accordance with the Declaration and By Laws of Hampton Hall Condominium Association, any agent, employee or contractor of the Condominium Association shall have the irrevocable right to access during reasonable hours for such maintenance repairs or replacements of any common element or to prevent damage to the common elements or to another unit or units.
9. Lessee shall not assign this lease or sublet the premise or any part thereof.

10. No more than two persons shall occupy a "California" suite or a studio or a one-bedroom unit; nor shall any more than four persons, two of whom must be related, occupy a two bedroom unit; nor shall any more than five people, three of whom must be related, occupy a penthouse unit.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed these presents the day and year first above written.

SEALED AND DELIVERED IN THE PRESENCE OF

Witness

Lessor (Seal)

Date

Witness

Lessee (Seal)

Date

In accordance with the provisions of the Declaration of Condominium and By Laws of Hampton Hall Condominium Association, we do hereby approve this lease dated _____ as hereinabove amended.
