

NEWTOWN GRANT MASTER ASSOCIATION

APPROVED LEASE ADDENDUM

ADDENDUM TO LEASE dated ___/___/____, between _____, the Unit Owner (the "Landlord") and _____, (the "Tenant") for that certain residential Unit No. _____ located at _____ (the "Unit"). In consideration of the valuable services, rendered, and to be rendered, by Newtown Grant Community Association ("Association") under the Declaration of Covenants, Conditions and Restrictions for Newtown Grant ("Declaration"), Bylaws and Rules and Regulations (together "Governing Documents"), the Landlord and the Tenant are signing this Lease Addendum with the intention that it will benefit, and run in favor of, the Association.

1. ASSOCIATION STATUS. Tenant acknowledges that the Unit being rented under the Lease is part of the Association and is subject to certain Governing Documents of Newtown Grant and any Cluster Association. Tenant's use and occupancy of the Unit is subject in all respects to such restrictions, rules and regulations relating to the Association as are now or hereafter contained in the Governing Documents, as the same may be amended from time to time.

2. ASSOCIATION DOCUMENTS. Tenant hereby acknowledges receipt of a copy of the Governing Documents including the Rules and Regulations currently in effect for the Association, the terms and provisions of which are incorporated herein by reference. Landlord and Tenant agree to be irrevocably bound by, and to fully comply throughout the term of the Lease, with all of the covenants, easements and restrictions contained in the Governing Documents, and any amendments to the Governing Documents adopted from time to time during the term of the Lease. Any failure of the Tenant to comply with the terms and conditions of the Governing Documents shall be a default and material breach under the Lease.

3. ASSIGNMENT AND DELEGATION OF POWER TO THE BOARD OF DIRECTORS. The Landlord hereby assigns and delegates to the Board of Directors of the Association (the "Board"), its officers and agents, the nonexclusive power under the Lease, and under law with respect to the remedies for breach of the Lease, to exercise any of the remedies available under the Lease or prevailing law upon a breach of the Lease by the Tenant. However, the Board shall have no obligation to exercise any such power. The pursuit of any of such remedies by the Landlord against the Tenant, shall not preclude the Board from also pursuing any such remedies against the Tenant, nor from pursuing its remedies against the Landlord. The costs, fees and expenses incurred by the Association, if any, to exercise any of the remedies available under the Lease or prevailing law upon a breach by the Tenant shall be levied by the Board against the Unit as an

assessment, and shall be recoverable by the Association from the Landlord under the Governing documents in the same manner as an unpaid assessment. **TENANT ACKNOWLEDGES THAT THE BOARD MAY, BUT IS NOT OBLIGATED TO, BRING AN ACTION AGAINST THE TENANT IN ITS OWN NAME OR IN THE LANDLORD'S NAME, OR BOTH, TO HAVE TENANT EVICTED OR TO RECOVER DAMAGES, OR BOTH, FOR ANY BREACH BY TENANT OF THE GOVERNING DOCUMENTS OF THE ASSOCIATION. THE ASSOCIATION IS EXPRESSLY MADE A THIRD-PARTY BENEFICIARY TO THE LEASE.**

4. VIOLATIONS BY TENANT. If the Tenant violates any provisions of the Governing Documents, the Board shall have the right, but not the obligation, following ten (10) days' prior written notice and, if requested by the Tenant, a hearing before the Board or a Committee appointed by the Board, to levy a fine against the Tenant for the violation, in accordance with the Governing Documents and/or to suspend the use of recreational facilities by the Tenant until the violation has been corrected. Landlord and Tenant acknowledge that the Association reserves the right to withhold access to recreational amenities from the Tenant for any reason that it would, under the terms of the Governing Documents, be authorized to refuse a Unit Owner such access, including Tenant's failure to comply with any of the provisions of the Governing Documents or the Unit Owner's failure to pay monthly assessments when due.

Additionally, in the event of a Tenant or Landlord's violation of the Governing Documents is not fully corrected within thirty (30) days after written notice by the Association, the Unit Owner shall immediately thereafter, at his own cost and expense, institute and diligently prosecute an eviction action against the Tenant on account of such violation. Such action shall not be compromised or settled without the prior written consent of the Association. In the event the Unit Owner fails to fulfill the foregoing obligation, then the Board shall have the right, but not the duty, to institute and prosecute such action as attorney in fact for the Unit Owner and at the Unit Owner's sole cost and expense including all legal fees incurred. Said costs and expenses shall be deemed to constitute a lien on the particular Unit involved, and the collection thereof may be enforced by the Board in the same manner as the Board is entitled to enforce collection of Common Expenses.

5. ASSOCIATION CHARGES AND ASSESSMENTS.

(a) In the event the Landlord shall fail to pay any fee, fine, charge, interest, late fee, expense or assessment, including costs of collection and attorney's fees, levied by the Board pursuant to the Governing Documents, and such failure to pay continues for thirty (30) days, then the Association may elect to notify the Tenant in writing of the amount(s) due. Within ten (10) days after the Tenant's receipt of notification from the Association of the sums due from the Landlord to the Association, the Tenant shall stop making rent payments to the

Landlord and shall pay to the Association the amount of such unpaid charges, fines or assessments (up to an amount equal to the then monthly rent payment). If a written demand is made on the Tenant by the Association, then the Landlord agrees that the receipt by Tenant of such a demand shall be conclusive evidence of the right of the Association to the receipt of the rents and that the payment by Tenant to the Association pursuant to such demand shall constitute performance in full of Tenant's obligations under the Lease to the extent of such payment. For the balance of the term of the Lease, or until all sums due to the Association from the Landlord have been paid, whichever shall come first, the Tenant shall continue to pay to the Association from month-to-month all rent which would otherwise be due to the Landlord, subject however to subparagraphs (b) through (e) below.

(b) The amounts of all unpaid fees, fines, charges, interest, late charges, expenses, and/or assessments paid to the Association by the Tenant shall be credited by the Landlord against, and shall offset to the extent of the amount paid by the Tenant to the Association, the next monthly rental installment, or installments, due to the Landlord under the Lease until all sums due from the Landlord to the Association are paid in full.

(c) In no event shall the Tenant be responsible for paying the Association in any one month any amount in excess of the monthly installment of rent due to the Landlord for that month under the terms of the Lease.

(d) When the Tenant has paid all of the fees, fines, charges, interest, late charges, expenses, and/or assessments due to the Association from the Landlord, the Tenant may resume making rental payments to the Landlord.

(e) The power given to the Association in this Section 4 shall not be exhausted by the exercise thereof on one or more occasions. It shall remain in effect throughout the term of the Lease, including any renewal or extension of the Lease term.

6. ASSIGNMENT AND SUBLETTING PROHIBITED. Tenant agrees not to assign the Lease, nor to sublet all or any portion of the Unit without the prior written approval of the Landlord and the Board. Any purported sublease in the absence of such written approval shall be null and void and of no force or effect. Any lawful levy, sale or execution, or other legal process, and any assignment or transfer in bankruptcy by, against or on behalf of the Tenant shall be deemed and taken to be a prohibited assignment within the meaning of the Lease.

7. RESTRICTIONS. Notwithstanding any provision to the contrary in the Lease:

(a) Rent shall be paid on a monthly basis only and pre-payment of rent in excess of one (1) month is prohibited.

(b) The leased Unit may not be occupied by anyone other than the Tenant(s) named in the Lease, his or her spouse, domestic partner, natural or adopted children or parents as specified in the Lease.

(c) The leased Unit may not be occupied by more than the number of persons permitted by law.

(d) The lease term shall be for no less than six months.

8. COPY OF LEASE TO ASSOCIATION. The Landlord must provide to the Association a full and complete copy of the signed Lease (including an executed copy of this Addendum) between the Landlord and the Tenant before the Tenant moves into the Unit. If, during the term of the Lease, or upon any renewal or extension of the Lease, any term or condition of the Lease is modified or changed, then a copy of the signed amendment or lease addendum making the modification or change must be given to the Association by the Landlord within five (5) days after the date the amendment or lease addendum is signed.

9. AMENDMENT OR MODIFICATION; CONFLICTS. This Lease Addendum may only be changed, extended, modified or amended by an instrument in writing signed by an authorized agent or representative of the Association, the Landlord and the Tenant. In the event of a conflict between the provisions of the Lease and this Lease Addendum, the terms of this Lease Addendum shall control. In the event of a conflict between the terms of the Lease or this Lease Addendum and the Governing Documents, the provisions of the Governing Documents shall control.

10. NO WAIVER. The exercise by the Association or failure to exercise any rights or remedies pursuant to this Lease Addendum shall not constitute a waiver of the Landlord's rights to exercise Landlord's remedies available pursuant to the Lease or applicable law.

11. CONTROLLING LAW; JURISDICTION. This Lease Addendum is made under and subject to the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law provisions. The Landlord and the Tenant agree to be, and to remain, at all times, without regard for any domicile or residence they may assume subsequent to the date of this Addendum, subject to the laws of the Commonwealth of Pennsylvania and the jurisdiction of the courts of Bucks County, Pennsylvania for all breaches, claims, demands and disputes which may arise under this Addendum and/or the Governing Documents.

12. ENTIRE AGREEMENT. There are no material terms of agreement between the Association and the Landlord, nor between the Association and the Tenant, which have not been fully incorporated in this Lease Addendum.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Landlord and Tenant have executed this Lease Addendum effective as of the date set forth below.

LANDLORD'S SIGNATURE:

Print Name: _____

Print Name: _____

Date: _____

TENANT'S SIGNATURE:

Print Name: _____

Print Name: _____

Date: _____