

AMENDMENT TO LEASE

THIS IS AN AMENDMENT TO YOUR RESIDENTIAL LEASE.
EACH TENANT SHOULD READ THIS AMENDMENT
CAREFULLY. EACH TENANT SHOULD NOT SIGN THIS
AMENDMENT UNTIL EACH TENANT UNDERSTANDS ALL OF
THE AGREEMENTS IN THIS AMENDMENT.

THIS AMENDMENT to the Residential Lease is made this ____ day
of _____, 2011, and becomes part of the Residential Lease
between the Tenant and the Landlord dated _____, 20___. The
Residential Lease and this Amendment pertain to the property
described in the Residential Lease Agreement and located at
_____. This Amendment is required
by Ordinance No. 2078, Section 5 of the Borough of Pottstown.

ADDITIONAL AGREEMENTS AND OBLIGATIONS

In addition to the agreements and obligations contained in the
Residential Lease mentioned above, Tenant and Landlord hereby agree
as follows:

A. **Landlord's Agreements and Obligations:**

1. Landlord shall keep and maintain the leased premises in
compliance with all applicable Codes and Ordinances of the Borough
of Pottstown and all applicable state laws and shall keep the leased
premises in good and safe condition.

2. The manager of the leased premises shall be as follows:

Name:

Address:

Telephone Number: _____

3. The Landlord shall be responsible for regularly performing all routine maintenance, including lawn mowing and ice and snow removal, and for making any and all necessary repairs in and around the leased premises, except for any specific tasks which the parties hereby agree shall be delegated to the Tenant and which are identified as follows: _____

4. The Landlord shall promptly respond to reasonable complaints and inquiries from the Tenant.

5. The Landlord shall comply with all applicable provisions of the Landlord-Tenant Act of the Commonwealth of Pennsylvania.

B. Tenant's Agreements And Obligations:

1. Tenant shall comply with all applicable Codes and Ordinances for the Borough of Pottstown and all applicable state laws.

2. Tenant agrees that the maximum number of persons permitted within the regulated rental unit at any time shall be _____ and the maximum number of person permitted within the common areas of the leased premises at any time shall be _____.

3. Tenant shall dispose of all rubbish, garbage and other waste

from the leased premises in a clean and safe manner and shall separate the place of collection all recyclable materials in compliance with the Borough of Pottstown's Solid Waste and Recycling Ordinances.

4. Tenant shall not engage in any conduct on the leased premises which is declared illegal under the Pennsylvania Crimes Code or Liquor Code, or the Controlled Substance, Drug, Device and Cosmetic Act, nor shall Tenant permit others on the premises to engage in such conduct.

5. Tenant shall use and occupy the leased premises so as not to disturb the peaceful enjoyment of adjacent or nearby premises by others.

6. Tenant shall not cause, nor permit nor tolerate to be caused, damage to the leased premises, except for ordinary wear and tear.

7. Tenant shall not engage in, nor tolerate nor permit others on the leased premises to engage in "disruptive conduct" which is defined as "any form of conduct, action, incident or behavior perpetrated caused or permitted by any occupant or visitor of a residential rental unit that is so loud, untimely (as to hour of the day), offensive, riotous or that otherwise disturbs other persons of reasonable sensibility in their peaceful enjoyment of their premises or causes damages to said premises, such that a report is made to Code Enforcement Officer complaining of such conduct, action, incident or behavior. It is not necessary that such conduct, action, incident, or behavior constitute a criminal offense, nor that criminal charges

be filed against any person in order for said person to have perpetrated, caused or permitted the commission of disruptive conduct as defined herein. Provided, however, that no disruptive conduct shall be deemed to have occurred unless a Code Enforcement Officer shall investigate and make a determination that such did occur, and keep written records, including a Disruptive Conduct Report of such occurrence. The tenant and the owner, operator, responsible agent or manager shall be notified of any such occurrences in writing."

8. Tenant acknowledges and agrees that this tenancy is subject to the provisions of the Residential Rental Unit Registration and Licensing Ordinance of the Borough of Pottstown and that the issuance by a Code Enforcement Officer of the Borough of Pottstown of three (3) Disruptive Conduct Reports in any twelve (12) month period relating to the leased premises, shall constitute a breach of the rental agreement of which this addendum is a part. Upon such breach, Landlord shall have the right and option to pursue any and all of the following remedies:

- (a) termination of the Lease without prior notice; and,
- (b) bring an action to recover possession of the leased premises without abatement of rents paid, including reasonable attorney's fees and costs; and
- (c) bring an action to recover the whole balance of the rent and charges due for the unexpired lease term,

including reasonable attorney's fees and costs; and
(d) bring an action for damages caused by Tenant's breach,
including reasonable attorney's fees and costs.

BY SIGNING THIS AMENDMENT TO THE RESIDENTIAL LEASE, each Tenant agrees that the Tenant has read and understands all of the Agreements in this Amendment.

TENANT:

Witness

Witness

Witness

LANDLORD:

Witness

Witness

Witness

