

Bella Sera at the Preserve Condominiums

ADDENDUM TO LEASE

WITNESSETH, that the Unit Owner and the Lessee/Tenant covenant and agree as follows:

1. The Unit which is the subject of the Lease is located at The Bella Sera at the Preserve Condominiums in Lawrence, Kansas. The Bella Sera Community Association ("Association") is an intended third-party beneficiary hereof.

2. The Lease is subject to and must be consistent with the provisions of the Bella Sera Association Documents (Declaration and Bylaws, together with any and all exhibits, schedules, or certificates thereto), and the Rules and Regulations of the Association, as the same may be amended from time to time. In the event of any inconsistency between the Lease and the provisions of the Association Documents and Rules and Regulations, the provisions of the Association Documents and Rules and Regulations shall prevail.

3. The right of Lessee/Tenant to use and occupy the Unit shall be subject and subordinate in all respect to the provision of the Declaration, the Bylaws, and such Rules and Regulations as the Board of Directors may promulgate from time to time. Lessee/Tenant acknowledges receipt of a copy of the Declaration, the Bylaws, and the Rules and Regulations of the Association, provided by the Unit Owner to the Lessee/Tenant. Lessee/Tenant agrees to abide by and comply with all provisions of the Declaration, Bylaws, and Rules and Regulations adopted pursuant thereto. Lessee/Tenant further acknowledges that Lessee's/Tenant's failure to comply with the terms of the Declaration, the Bylaws or the Rules and Regulations shall constitute a material breach of the Lease Agreement.

4. Unit Owner and Lessee/Tenant acknowledge that the **Unit Owner may restrict** the use of Building Amenities (Rules and Regulations Appendix A) by the Lessee/Tenant if it is in the best interest of the Bella Sera Community Association to do so. Unit Owner and Lessee/Tenant acknowledge with initials that the **Board may request the Unit Owner to restrict** the Lessee's/Tenant's use of Building Amenities if it is in the best interest of the Bella Sera Community Association to do so.

5. Remedies of the Association. Unit Owner and Lessee/Tenant acknowledge that the Association is the third-party beneficiary of the Lease and this Addendum to Lease and that the Board of Directors of the Association shall, after 30 days written notice to Unit Owner, have the power to terminate the Lease as if it were the Unit Owner, or to bring summary proceedings to evict the Lessee/Tenant in the name of the Unit Owner in the event of a default by the Lessee/Tenant in the performance of the terms of the Lease or of this Addendum to Lease or the Declaration, Bylaws, and Rules and Regulations of the Association. The Unit Owner hereby

_____ **Owner**
Owner
Lessee/Tenant
Lessee/Tenant

appoints the Association and its agents as his or her attorney-in-fact to take all such actions that it deems appropriate on his or her behalf. All costs and attorney's fees incurred by the Association to evict the Lessee/Tenant will be assessed against the Unit and the Unit Owner thereof.

Unit Owner and Lessee/Tenant acknowledge that it is the responsibility of the Unit Owner to pay all Association assessments and charges levied against the Unit here leased in accordance with the Association Documents. In case of nonpayment of Association assessments or other charges by Unit Owner, the Association, or its authorized agent, is hereby authorized by Unit Owner to collect all delinquent assessments and charges directly from Lessee/Tenant and Lessee/Tenant is hereby granted by Unit Owner the right to deduct such amounts paid to the Association from the rental due Unit Owner. In no event shall Lessee/Tenant be required to pay the Association more than the amount of rent due to Unit Owner by Lessee /Tenant in a given month, but Lessee/Tenant is hereby required to pay all rental due to Unit Owner to the Association each month until the total amount due the Association is paid.

6. The parties agree that all the covenants and agreements contained in this Addendum to Lease shall be deemed to be part of the Lease Agreement itself and incorporated entirely within the Lease Agreement as if included therein originally. Further, the parties agree that, in case of conflict between the Lease Agreement and this Addendum to Lease, the Addendum to Lease shall prevail. Further, the parties agree that the singular shall include the plural and the male gender include the female, or both male and female, whenever the context shall so require. In the event that two or more persons or entities are listed above as Lessees/Tenants, the liability of such persons or entities shall be joint and several.

7. Should any clause, sentence or paragraph of this Addendum to Lease violate any law, ordinance or constitution applicable hereto, the clause, sentence or paragraph shall be null and void and of no effect. However, in the event of such an invalid clause, sentence or paragraph, the remainder of the clauses, sentences and paragraphs of this Addendum to Lease shall continue in full force and effect as if such invalid clause, sentence or paragraph had not originally been included herein.

8. Lessee/Tenant acknowledges that Lessee/Tenant is required to obtain and maintain a renter's insurance policy (H0-4) which provides both property damage and liability coverage for Lessee/Tenant during the term of the lease. The liability coverage provided by said policy shall be not less than \$300,000, and the coverage will identify the Unit Owner as an Additional Insured on the Lessee's/Tenant's renter's policy. Failure by a Lessee/Tenant to obtain or maintain renter's insurance will be deemed a material breach of the Lease Agreement. Unit Owner acknowledges and states for the benefit of the Association that Unit Owner is responsible for ensuring that the Lessee/Tenant obtains and maintains the proper renter's insurance policy referenced above. In the event that the Lessee/Tenant fails to obtain or maintain a renter's insurance policy (H0-4), the Unit Owner acknowledges that he or she is personally liable for any damage which is not covered by the Unit Owner's insurance policy or the Association's master casualty insurance policy.

_____ **Owner**
Owner
Lessee/Tenant
Lessee/Tenant

The Board of Directors of the Bella Sera Community Association requires all Owners and Lessees/Tenants to provide proof of insurance (certificate) for the Unit owned or leased. Lessee/Tenant of said Unit acknowledges that proof of insurance (certificate) that meets, at a minimum, coverage requirements identified in this Lease Addendum must be submitted annually to the Unit Owner. The Unit Owner acknowledges that proof of said insurance certificate must be submitted annually to the On-site Manager.

9. In the event of an insured loss to a Unit or Common Element under the Association's master casualty insurance policy, and if the loss is caused by anything in a Unit, then the deductible shall be paid by the Unit Owner for all such damage that is caused by the negligence or willful misconduct of the Unit Owner, his or her Lessee/Tenant, guest or invitee, as determined by the Board in its sole discretion. The cost of the deductible shall constitute a lien upon the Unit and be collected in the same manner as an assessment.

In the absence of negligence or willful misconduct, and if the loss is caused by anything in a Unit and the loss affects more than one Unit or a Unit and a Common Element, the cost of the deductible shall be deemed a maintenance expense and shall be apportioned equitably by the Board among the parties suffering the loss in accordance with the total cost of repair, as the Board, in its sole discretion, shall determine. The cost of the deductible thus charged to a Unit Owner shall constitute a lien upon the Unit and be collected in the same manner as an assessment.

Unit Owner and Lessee/Tenant acknowledge and agree that in the event of an insured loss under the Association's master casualty insurance policy caused by the negligence or willful misconduct of Lessee/Tenant, the insurance carrier has the ability and the right to subrogate any and all claims against the Lessee/Tenant.

10. Unit Owner and Lessee/Tenant state for the benefit of the Association that there shall be no other Lessees/Tenants or occupants of the Unit except as named herein.

11. Unit Owner acknowledges that Unit Owner is required to provide the Association with the Unit Owner's current mailing address and must notify the Association of any change of Unit Owner's address within seven days.

12. Unit Owner acknowledges that the Lessee/Tenant is required to provide the Association with any and all contact information required by the Association of all Unit Owners and Lessees/Tenants owning and/or residing at Bella Sera at the Preserve.

13. Unit Owner acknowledges that the Unit Owner is required to provide a signed copy of the Addendum to Lease to the Association's On-site Manager.

14. Unit Owner and Lessee/Tenant acknowledge that the length of the Lease can be no less than twelve (12) continuous months.

_____ **Owner**
Owner
Lessee/Tenant
Lessee/Tenant

15. Unit Owner and Lessee/Tenant acknowledge that no parking is allowed in the parking garage unless it is specifically included in the lease of a residential unit.

16. Unit Owner and Lessee/Tenant acknowledge that parking availability is not guaranteed at Bella Sera at the Preserve.

17. Unit Owner and Lessee/Tenant acknowledge that storage outside of the leased Unit is not available unless it is specifically included in the lease of a residential unit.

18. Unit Owner and Lessee/Tenant acknowledge that the Lessee/Tenant can attend Board of Director meetings open to the Community Association and attend meetings of the Association; however, the Lessee/Tenant is not entitled to vote in any Association meeting.

19. Unit Owner and Lessee/Tenant acknowledge that this Addendum to the Lease may be modified from time to time based on the needs of Bella Sera residents and lessees/Tenants.

SIGNATURE PAGE TO FOLLOW

_____ **Owner**
Owner
Lessee/Tenant
Lessee/Tenant

UNIT OWNER AND LESSEE/TENANT HEREBY ACKNOWLEDGE THAT THEY WERE ADVISED AND AFFORDED AN OPPORTUNITY TO SEEK THE ADVICE OF LEGAL COUNSEL PRIOR TO EXECUTING THIS ADDENDUM TO LEASE.

THIS ADDENDUM TO LEASE IS NOT INTENDED TO RESTRICT UNIT OWNER AND LESSEE FROM INCORPORATING INTO THE LEASE ANY PROVISIONS TO WHICH THEY MAY AGREE SO LONG AS SUCH PROVISIONS DO NOT CONFLICT WITH PROVISIONS WHICH ARE INCLUDED IN THIS ADDENDUM TO LEASE PROTECTING THE RIGHTS OF THE ASSOCIATION.

Unit Owner

Unit Owner

Printed Name

Printed Name

Dated: _____ Unit # _____

Dated: _____ Unit # _____

Lessee/Tenant

Lessee/Tenant

Printed Name

Printed Name

Dated: _____ Unit# _____

Dated: _____ Unit # _____

ADDENDUM TO LEASE Bella Sera 3/21/2017; Revised 5-6-2024

Owner
Owner
Lessee/Tenant
Lessee/Tenant