

**Addendum to Rental Agreement**  
**Daybreak Community Association, Inc.**

This Addendum supplements that certain rental agreement (“Lease”) for the real property located at \_\_\_\_\_ (street address), South Jordan, Utah, (the “Property”) entered into by and between \_\_\_\_\_ as Owner and \_\_\_\_\_ as Tenant, dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to the following:

1. Community Charter: Tenant and Owner acknowledge that the Property is governed by certain Community Charter for Daybreak, as the same have been amended from time to time (the “Community Charter”) and that they are familiar with and bound by the Community Charter.

2. Association Documents: The Property, and its owners and tenants are subject to governance by Daybreak Community Association, Inc. (the “Association”) and are subjected to the Association’s Community Charter, Articles of Incorporation, Bylaws, architectural design standards, rules, regulations, and Board resolutions (“Governing Documents”). Copies of the Governing Documents are available at [www.livedaybreak.com](http://www.livedaybreak.com). **I have also received and read a copy of the Daybreak Community Association Rental and Leasing Terms Resolution.**

3. Breach of Lease: Tenant agrees to abide by all of the Governing Documents and acknowledges that failure to do so will constitute a breach of the Lease and will subject the Tenant to eviction from the Property by the Owner or fines by the Association, or both.

4. Costs of Enforcement: The expenses incurred by the Association in enforcing this Addendum and the Governing Documents, including attorney’s fees and costs of collection or suit, shall be repaid to the Association by the Owner. Failure of the Owner to make such payment within fifteen (15) days after receipt of written demand thereof, shall entitle the Board of the Association to levy and add to the assessment against such Owner and the Property, all expenses incurred by the Association and to foreclose an assessment lien according to the Governing Documents and Utah Law; or file suit to collect the amounts due and owing, or both, in a manner consistent with the Governing Documents.

5. Enforcement Against Owner: Nothing herein shall relieve the Owner of the Owner’s obligation to abide by the Governing Documents and the Association, including the payment of assessments, shall have all remedies afforded to it to enforce the terms of the Governing Documents, those afforded by law and those available in equity, including injunctive relief and specific performance.

6. Complete Information: Both the Owner and Tenant shall supply the information requested in this Addendum and shall sign in the space provided below. The Lease shall not be deemed approved until this Addendum is signed (without modification) and a copy of the Lease and this Addendum is delivered to the management company for the Association.

7. Conflict: In the event of any conflict between the terms of this Addendum and the Lease, this Addendum shall control.

\_\_\_\_\_  
Signature by Tenant

Phone Number: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature by Owner

Phone Number: \_\_\_\_\_

Date: \_\_\_\_\_

Received by the Association on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_ Its: \_\_\_\_\_