



DAYBREAK

## Leasing Property at Daybreak

As required by Chapter 7, section 7.1 (b) Leasing, of the "Community Charter for Daybreak" (attached), should you decide to lease your property to a tenant, please be sure that you have provided them with copies of the Daybreak governing documents and the initial rules. Please make sure that your lease obligates your tenants to comply with those documents and then provide the Daybreak Community Association with a copy of the lease, or written verification that the above requirement has been met. The enclosed form may be used to meet this requirement.

Homeowners have the express use of both the Daybreak Community Center and the RV Storage Facility. If you lease your property, you may allow your tenant to have the right to use your right to the amenity. Property Rights Transfer forms for both the RV Facility and the Community Center are attached for your use.

Questions or concerns about compliance with the Governing Documents in regard to leasing property at Daybreak should be addressed to:

Daybreak Community Association  
11347 S. Kestrel Rise Road  
South Jordan, Utah 84095  
Telephone: (801) 254-8062  
Facsimile: (801) 254-3240

## Use and Conduct

advertises, or conspicuously promotes for sale or rental: (i) movies, films, videos, magazines, books, or other medium (whether now or hereafter developed) which is rated "X" by the movie production industry (or any successor rating established by the movie production industry) or is otherwise of a pornographic or obscene nature; or (ii) sexually explicit games, toys, devices, or similar merchandise; or commercial overnight lodging. The Board reserves the right, from time to time, to designate other activities, which shall not be permitted.

Leasing a Unit for residential purposes shall not be considered a "business" within the meaning of this subsection, provided that the Owner and any other Owners with whom such Owner is affiliated do not collectively lease or offer for lease more than one Unit at any time. This provision shall not preclude an institutional lender from leasing a Unit upon taking title following foreclosure of its security interest in the Unit or upon acceptance of a deed in lieu of foreclosure.

(b) *Leasing.* For purposes of this Charter, the terms "Lease" and "Leasing" shall refer to the regular, exclusive occupancy of a Unit by any Person other than the Owner, for which the Owner receives any consideration or benefit. Any dwelling that is leased shall be leased only in its entirety; separate rooms, floors, or other areas within a dwelling may not be separately leased; however, any detached "in-law suite" or "guest house" approved pursuant to Chapter 5 may be leased separate from the main dwelling.

All leases shall be in writing and shall disclose that the tenants and all occupants of the leased Unit are bound by and obligated to comply with the Governing Documents. However, the Governing Documents shall apply regardless of whether such a provision is specifically set forth in the lease.

Within 10 days of a lease being signed, the Owner of the leased Unit shall notify the Board

or the Association's managing agent of the lease and provide any additional information the Board may reasonably require. The Owner must give the tenant copies of the Governing Documents. In addition to, but consistent with this subsection, the Association or the Board may adopt Rules governing leasing and subleasing.

(c) *Transfer of Title.* Any Owner desiring to sell or otherwise transfer title to his or her Unit shall give the Board at least seven days' prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. The Person transferring title shall continue to be jointly and severally responsible with the Person accepting title for all obligations of the Owner, including assessment obligations, until the date upon which the Board receives such notice, notwithstanding the transfer of title.

(d) *Subdivision and Combination of Units.* No Person other than the Founder and Builders whom the Founder may authorize shall subdivide or change the boundary lines of any Unit or combine Units without the Board's prior written approval. Any such action that the Board approves shall be effective only upon recording a plat or other legal instrument reflecting the subdivision or new boundaries of the affected Unit(s). In the absence of such recorded instrument, adjacent Units owned by the same Owner shall continue to be treated as separate Units for purposes of voting and assessment, even though such Units may be improved with a single dwelling.

(e) *Timesharing.* No Unit shall be used for operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Unit rotates among participants in the program on a fixed or floating time schedule over a period of years, unless such program is established by the Founder or with the Founder's prior written approval.

*Please return this form to:*

Daybreak Community Association  
11347 S. Kestrel Rise Road  
South Jordan, Utah 84095

*Telephone:* (801) 254-8062  
*Facsimile:* (801) 254-3240  
*Email:* sgirouard@ccmcnet.com

TENANT VERIFICATION  
AND ACKNOWLEDGMENT of RECEIPT of  
DAYBREAK GOVERNING DOCUMENTS AND INITIAL RULES

***Please print all information:***

Date: \_\_\_\_\_ Lot #: \_\_\_\_\_

Landlord: \_\_\_\_\_

Property Address: \_\_\_\_\_

Tenant (s): 1) \_\_\_\_\_ 2) \_\_\_\_\_

Telephone: 1) \_\_\_\_\_ 2) \_\_\_\_\_

Email: 1) \_\_\_\_\_ @ \_\_\_\_\_

2) \_\_\_\_\_ @ \_\_\_\_\_

I (we), the aforementioned Tenant (s), do hereby acknowledge that I (we) have received a copy of the Daybreak Governing Documents and the Initial Rules and that I (we), and all those living at this address, agree to abide by said documents and rules. Signed on date first written above:

***Please sign below:***

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

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

\_\_\_\_\_  
Landlord Signature



# DAYBREAK COMMUNITY CENTER PROPERTY RECORD

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

Lot#: \_\_\_\_\_

Please PRINT all information - Entire form must be completed

### OWNER INFORMATION

NAME:	HOME PHONE:
STREET ADDRESS:	CELL PHONE:
CITY/STATE/ZIP:	WORK PHONE:
BIRTHDAY:	EMAIL ADDRESS:
EMERGENCY CONTACT NAME: <i>(REQUIRED)</i>	EMERGENCY CONTACT PHONE: <i>(MUST LIVE IN UTAH)</i>
FOB # ISSUED:	SIGNATURE:

SPOUSE'S NAME:	SPOUSE'S BIRTHDAY:
SPOUSE'S CELL/WORK PHONE:	SPOUSE'S EMAIL:
FOB # ISSUED:	SIGNATURE:

### CHILDREN – OR OTHER TENANTS RESIDING AT PROPERTY

LAST	FIRST	RELATION TO OWNER OR TENANT	ATTENDING DAYBREAK ELEMENTARY (Y/N)	BIRTHDAY <i>(mm/dd/yy)</i>	FOB# ISSUED:

I, \_\_\_\_\_, Owner or Tenant of the above mentioned property, hereby certify that  
(Print Name)  
 the information listed above is true and correct. I understand that the replacement fees for lost FOBs is \$10.00 each.

**Owner's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

\*\*\*\*\* DAYBREAK COMMUNITY CENTER USE ONLY \*\*\*\*\*

Date Received: \_\_\_\_\_ Employee Signature: \_\_\_\_\_

\*\* FOR EMPLOYEES ONLY: Please fax this form, along with the DCC Property Rights Transfer Record fill out by the Tenant with the Indemnification form, to [redacted] in the DCA Office at (801) 254-3240



# DAYBREAK COMMUNITY CENTER PROPERTY USE RIGHTS TRANSFER RECORD

Entire form must be completed, and signed, by the OWNER of the property.  
Please **print** all information.

Please facsimile this form to Shirley Girouard (801) 254-3240  
or send by email to [sgirouard@ccmnet.com](mailto:sgirouard@ccmnet.com)

### OWNER INFORMATION – Please print

Owner Name: \_\_\_\_\_  
Billing Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Telephone Home: \_\_\_\_\_  
Number(s): Work: \_\_\_\_\_ / \_\_\_\_\_  
Cell: \_\_\_\_\_ / \_\_\_\_\_  
Email: \_\_\_\_\_ @ \_\_\_\_\_

### PROPERTY INFORMATION – Please print

Daybreak Address: \_\_\_\_\_ Lot #: \_\_\_\_\_  
Names of Adult Tenants Leasing Property to whom Owner's rights are being transferred:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### TERM OF TENANT USE – Please print

List the term of use as provided in the lease.

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

I, \_\_\_\_\_, owner of the above mentioned property do hereby transfer all of my Daybreak Community Center rights of use associated with this property to the specified tenants for the term described herein and certify that all information listed above is true and correct. In addition, I hereby agree to return all key fobs issued for this property before any new resident cards are issued to the specified tenants.

Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*\*\*\* DAYBREAK COMMUNITY ASSOCIATION USE ONLY \*\*\*\*\*

Date Received: \_\_\_\_\_ Employee Signature: \_\_\_\_\_



# DAYBREAK COMMUNITY CENTER PROPERTY RECORD - TENANT

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

Lot#: \_\_\_\_\_

Please PRINT all information - Entire form must be completed

### TENANT INFORMATION

NAME:	HOME PHONE:
STREET ADDRESS:	CELL PHONE: .
CITY/STATE/ZIP:	WORK PHONE:
BIRTHDAY:	EMAIL ADDRESS:
EMERGENCY CONTACT NAME: <i>(REQUIRED)</i>	EMERGENCY CONTACT PHONE: <i>(MUST LIVE IN UTAH)</i>
FOB # ISSUED:	SIGNATURE:

SPOUSE'S NAME:	SPOUSE'S BIRTHDAY:
SPOUSE'S CELL/WORK PHONE:	SPOUSE'S EMAIL:
FOB # ISSUED:	SIGNATURE:

### CHILDREN – OR OTHER TENANTS RESIDING AT PROPERTY

LAST	FIRST	RELATION TO OWNER OR TENANT	ATTENDING DAYBREAK ELEMENTARY (Y/N)	BIRTHDAY <i>(mm/dd/yy)</i>	FOB# ISSUED:

I, \_\_\_\_\_, Tenant of the above mentioned property, hereby certify that  
(Print Name)  
 the information listed above is true and correct. I understand that the replacement fees for lost FOBs is \$10.00 each.

**Tenant's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

\*\*\*\*\* DAYBREAK COMMUNITY CENTER USE ONLY \*\*\*\*\*

Date Received: \_\_\_\_\_ Employee Signature: \_\_\_\_\_

\*\* FOR EMPLOYEES ONLY: Please fax this form, along with the DCC Property Rights Transfer Record fill out by the Tenant with the Indemnification form, to Julie Wismar in the DCA Office at (801) 254-3240



# Daybreak Community Center (DCC)

## RELEASE AND INDEMNIFICATION AGREEMENT (ADULT OWNER(S)/OCCUPANT(S) WITHOUT OR WITH THEIR OWN CHILDREN

The undersigned wish to use the facilities of the Daybreak Community /Center (DCC), located in the Daybreak Community at 4544 Harvest Moon Dr, South Jordan UT 84095. The undersigned also is or may in the future be the parent or legal guardian of the following children who are under the age of 18 (collectively referred to as Children) who may also wish to use the DCC. Please write the names of all current Children:

Children (Print Name and Age): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I/we understand and acknowledge that there are inherent risks, both known and unknown, in using the facilities of the DCC. Some of the risks that may occur at the DCC include, but are not limited to, broken or sprained limbs, torn ligaments, overexertion, heat exhaustion, concussion, along with other, more serious injuries, including hospitalization, drowning, and death.

I/we agree to inspect the area to ensure that I/we are aware of the condition of the area. I/we agree to assume all risks that may exist relating to the condition and operation of the DCC.

**Release:** In consideration of the Children and I/we being allowed to use the DCC, I/we hereby waive any and all claims that the Children and I/we may have against the Daybreak Community Center, Daybreak Community Association, Kennecott Land Corporation, Capital Consultants Management Corporation, and all of their Directors and Officers, agents, employees, and independent contractors (collectively "the Association") and release the Association from any liability relating to the use of or being on the DCC property, including, but not limited to, the claims relating to the condition and operation of the property, the negligent acts of any director, officer, agent, or employee of the Association, or the actions of the Association in hiring instructors or allowing instructors to teach classes at the DCC.

**Indemnification:** I/we realize that the Children or I/we may be injured or cause injury to another person or entity or cause damage to another person's or entity's property during their or my/our use of the DCC. I/we agree to indemnify and hold harmless the Association, its officers, directors, employees, agents, successors in interest, and assigns from and against claims which arise from or related to any and all use of the DCC by the Children and me/us. If litigation results arising out of, pertaining to, or in relating to their or my/our actions while using DCC and if the Association, its officers, directors, employees, agents, successors in interest or assigns are named as parties in any such litigation or joined as parties in any such litigation, I/we agree to hold them harmless, defend and indemnify them in regard to any judgment entered against them and in regard to their litigation expenses including, but not limited to, reasonable attorney's fees, costs and out of pocket expenses. This release and indemnification shall be effective for so long as the Children and/or I/we are entitled to the facilities of the DCC.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 200 \_\_\_\_\_.

Print Owner's/Occupant's Name(s): \_\_\_\_\_

Owner's/Occupant's Signature(s): \_\_\_\_\_

Property Acct. No: \_\_\_\_\_