

WASATCH COMMONS CONDOMINIUM ASSOCIATION

LEASE ADDENDUM

Authority. Pursuant to Utah Code § 57-8-10.1, the Wasatch Commons Condominium Association (the “Association”) requires that the owner of a rental Unit (“Landlord”) and the renter of that Unit (“Tenant”) sign this Addendum and attach it to, and incorporate it into, their Lease Agreement (the “Agreement”). This Addendum implements the leasing requirements of Article VIII of the Condominium Declaration (the “Declaration”) and the community participation requirements adopted by the Association. In the event of any conflict between this Addendum and the Agreement, this Addendum controls as to the matters addressed herein.

Property and Party Information

Unit Number: _____

Landlord / Unit Owner Name(s): _____

Tenant(s) Name(s): _____

Lease Start Date: _____ Lease End Date: _____

Total Lease Term (months): _____

The Declaration requires a minimum lease term of six (6) months unless the Management Committee has granted an exception.

ADDITIONAL TERMS AND CONDITIONS

In addition to the terms and conditions of the Agreement, Landlord and Tenant agree to the following:

1. Participation

Tenant understands that regular participation in the Wasatch Commons community is expected, as follows:

- Attend Welcoming Committee Orientation
- Attend at least one 50% of All-Community Meetings (ACM), usually held the 2nd Wednesday of each month at 7:00 pm and the 4th Sunday of each month at 3:00 pm, both in the Common House
- Actively participate in at least one (1) committee
- Actively participate on a Common House cleaning team
- Complete and log the required monthly hours of community work ("Pay or Play"), or pay the applicable fee for each hour not completed, as set forth in the consensed Pay or Play agreement on the community wiki. As of the date of this Addendum, the requirement is 2 hours per month, or \$20 per hour not completed.
- After move-in, join the community Discord server and stay reasonably up-to-date on relevant community activity and announcements posted there

As a condition of this Association-required Addendum, Landlord and Tenant agree that Tenant's failure to participate as described above may constitute a material breach of the Lease and may be grounds for Landlord to terminate the Lease, subject to any notice and cure period required under Utah law.

2. Community Guidelines

Tenant agrees to comply with Wasatch Commons guidelines including, but not limited to, quiet hours, parking, guest policy, use of shared spaces, garden use, and waste and recycling.

3. Insurance

Tenant must obtain and provide proof of renter's insurance and maintain coverage for the length of the Agreement. Proof of coverage must be provided to Landlord before move-in and upon request thereafter. Failure to maintain the required insurance constitutes a material violation of this Lease.

4. Condominium Association Requirements

This Unit is part of a condominium project governed by the Condominium Declaration, Bylaws, and Rules and Regulations (the "Governing Documents") and is subject to the requirements of the Association. Pursuant to the Governing Documents and Utah Code § 57-8-10.1, Landlord and Tenant agree as follows:

- a. **Compliance with Governing Documents.** Tenant agrees to comply with all terms and conditions of the Condominium Declaration, Bylaws, and Rules and Regulations, as may be amended from time to time.
- b. **No Nuisance or Unlawful Activity.** Tenant agrees not to allow or commit any nuisance, waste, or unlawful or illegal act upon the premises.
- c. **Association as Third-Party Beneficiary.** Landlord and Tenant acknowledge that the Association is an intended third-party beneficiary of the Agreement. The Association shall have the right to enforce compliance with the Condominium Declaration, Bylaws, and Rules and Regulations, and to abate any nuisance, waste, or unlawful or illegal activity upon the premises.
- d. **Notice to Management Committee.** Prior to Tenant's occupancy, Landlord shall provide to the secretary of the Management Committee (or, if unavailable, another member of the Management Committee) Tenant's name, address, email, and telephone number, along with a copy of this signed Addendum. This notice requirement is for the Association's records and communication purposes only and does not constitute, and shall not be used as, a right of approval over Tenant or the Agreement.
- e. **Association's Enforcement Rights.** The Association has the right and obligation to enforce compliance with the Condominium Declaration, Bylaws, and Rules and Regulations against any Unit Owner and/or occupant, and shall have all rights and remedies as a third-party beneficiary under the Agreement to do so, including recovery of costs and reasonable attorney's fees from the offending party as permitted by law.
- f. **Association Not Landlord.** Nothing in this Addendum shall be construed to impose upon the Association the duties, responsibilities, or liabilities of a landlord under Utah law.
- g. **Fees and Assessments Remain Owner's Obligation.** The Association's relationship is with the Unit Owner, not the Tenant. The Unit Owner remains solely responsible for HOA assessments and any community non-participation ("Pay or Play") fines assessed under Article II(b)(18) of the Declaration. If Tenant does not complete Tenant's Pay or Play hours, the Association will invoice the Unit Owner directly, regardless of any allocation of responsibility between Landlord and Tenant under the Agreement.

5. Acknowledgment

By signing below, Landlord and Tenant each acknowledge that they have read this Addendum, agree to be bound by its terms, and understand that this Addendum is incorporated into and made a part of the Lease Agreement for the Unit identified above.

6. Severability

If any provision of this Addendum is found to be invalid, illegal, or unenforceable — including as a result of the Utah Condominium Ownership Act, Utah Code Title 57, Chapter 8, or any successor or amending statute — that provision shall be severed from this Addendum, and the remaining provisions shall continue in full force and effect. To the extent possible, an invalid or unenforceable provision shall be limited or reformed to the minimum extent necessary to make it enforceable, rather than voided in its entirety. The invalidity of any provision of this Addendum shall not affect the validity or enforceability of the remainder of the Agreement.

SIGNATURES

Landlord / Unit Owner(s)

Signature

Printed Name

Date

Tenant(s)

Signature

Printed Name

Date