

Affidavit of Occupancy

Amendment No. 3 of the Community Charter for Daybreak states: No unit purchased after March 13, 2007 may be leased until the Unit has been occupied by the Owner for a continuous period of 12 months; and until satisfactory documentation of such continuous occupancy has been provided to and approved by the Board or the Association's managing agent.

Except for hardship situations as described in attached Exhibit "A", any sale, lease or other transfer by the Owner by which Owner either fails to occupy the property as Owner's principal or secondary residence for the occupancy period or transfers title to the property prior to the expiration of the occupancy period, shall constitute a material breach of the Affidavit of Occupancy. In the event of such breach, Owner shall pay to the Daybreak Community Association or its designee, liquidated damages in the stipulated amount of Twenty Five Thousand Dollars (\$25,000.)

Owner's signature below shall be notarized, and this Affidavit shall not constitute a lien, but shall provide actual & constructive notice of the terms of this Affidavit of Occupancy.

Agreed and acknowledged:

Owner (s)

Date

Daybreak Community Association

Date

Property address and Lot number

On this ___ day of _____, in the year 200__ before me, a Notary Public in and for said state, personally appeared _____ proved on the basis of satisfactory evidence to be the person (s) whose name (s) is (are) subscribed to this instrument and Acknowledged (he/she) executed the same. Witness my hand and official seal.
_____ executed the same. IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public

PLEASE RETURN THE ORIGINAL FORM WITH SIGNATURE (S) TO CCMC ALONG WITH A COPY OF THE DEED.

EXHIBIT "A"

The following events shall be deemed to constitute "hardship" situations under which the Owner may transfer, sell, assign, convey or lease (collectively a "Transfer") its rights, title and interest in the Property prior to occupancy and holding title to the Property for the Occupancy period.

1. A transfer resulting from the death of the Owner;
2. A transfer by Owner where the spouse of Owner becomes the only co-owner of the Property with the Owner;
3. A transfer resulting from a decree of dissolution of marriage or legal separation or from a property settlement agreement incident to such decree;
4. A transfer by Owner into a revocable inter vivos trust in which the Owner is a Beneficiary;
5. A transfer because permanent (more than 6 months) employment related relocation of Owner or Owner's spouse (where Owner is not self-employed) necessary to accommodate a mandatory job transfer required by Owner's employer to at least 60 miles from the property location;
6. A transfer, conveyance, pledge, assignment or other hypothecation of the Property to secure the performance of an obligation, which transfer, conveyance, Pledge, assignment or hypothecation will be released or reconveyed upon the Completion of such performance;
7. A transfer necessitated by a medical financial emergency, proof of which Emergency has been delivered to Owner;
8. A transfer which, in the reasonable judgment of the Association a "hardship" Situation consistent with the intentions of this Affidavit and Exhibit "A".