

TUCK POINT CONDOMINIUM TRUST

CHANGE OF OCCUPANCY POLICY AND PROCEDURE

As of **July 1, 2004**, the following policies and procedures are effective whenever there is a change of occupancy in a unit, either through the sale/purchase of a unit or a change of tenants.

1. For each change of occupancy, the Unit Owner will be assessed a Change-of-Occupancy fee of \$200.00. In the event of the sale of a unit, the \$200.00 must be paid to Tuck Point Condominium Trust and received by the Management Company before the Management Company may issue a Certificate 6(d). In the event of a change of tenants, the \$200.00 and a copy of the executed lease must be received by the Management Company a minimum of seven (7) days prior to the effective date of the lease. All such leases must comply with the Condominium Documents including, but not limited to, this section as amended.
2. The Trust will retain \$100.00 (of the \$200.00 deposit) as an administrative fee. The remaining \$100.00 will be used to repair damages, which may occur to Trust property during the move in/out attendant to the change of occupancy. Should all or part of this \$100.00 not be required for damages, it will be refunded to the Unit Owner. Should damages exceed \$100.00, the Unit Owner and tenant shall be jointly and severally liable for the full extent of the damages.
3. The Unit Owner will insure that the following information is provided to the Management Company within seven (7) days subsequent to a change of occupancy resulting in either the purchase of a unit or a change of tenants.
 - a. A completed Census Form, Pet Form, and a copy of a current vehicle registration form.
 - b. Any other forms adopted by the Board pursuant to the Condominium Documents, as amended.
4. Should a Unit Owner fail to comply with the above policies and procedures, the Board of Trustees will levy a fine of \$25 per day against such Owner until such time as the Owner is no longer in non-compliance.
5. The payment of any fines shall be cumulative with all other remedies including the remedy of the Trust to collect said fines and hold the Unit Owner and/or tenant responsible for any and all damages caused by their moving as well as any and all other costs associated hereunder.