Assignment of Rights and Waiver of Use Form

Pursuant to the Heritage Springs Community Master Declaration, Article VII, Section 2 – Delegation of Use, I/We, the undersigned Owner(s) of the property located at:

_____, Trinity, FL 34655, (the "Lot"), hereby delegate, assign and transfer all rights of use and enjoyment that I/we, the Owner(s) of the Lot, have, to the Heritage Springs Community Association common areas, recreational facilities, amenities, activities and other Owner privileges, with the exception of Member voting rights and attendance at Association Member meetings, to the Tenant(s) named below for the duration of the Lease term, referred to below.

Owner and Tenant hereby acknowledge and agree that:

- The Tenant(s) shall be entitled to exercise the Owner's rights to use and enjoyment of Association amenities, facilities and activities during the lease term.
- The Owner(s) hereby waives their right to use and enjoyment of the Association amenities, facilities and activities while this lease term is in effect.
- The Owner(s) remains responsible for payment of the monthly HOA assessment fee and any applicable Village fee.
- The Owner(s) remains responsible for Tenant's compliance with all Association governing documents, Rules and Regulations, including the maintenance of the Lot, payment of any fees, assessments, and other obligations associated with the Lot and privileges appurtenant thereto.
- The Tenant(s) agrees to be bound by and comply with all applicable Association governing documents, Rules and Regulations, including the payment of any fees, assessments, maintenance of the Lot and other obligations associated with the Lot and privileges appurtenant thereto.
- The Tenant(s) acknowledges and agrees that they are responsible for the actions of their guests or visitors, and their compliance with applicable Rules and Regulations.
- The Tenant(s) acknowledges and agrees that they are not a Member under the Bylaws, nor do they have Member voting rights or privileges, nor are they entitled to attend any Board or Member meetings.
- The Tenant acknowledges and agrees that no subleasing is permitted.
- A change in or addition to occupants requires an update to this form.

- **The Lease Agreement between Owner and Tenant must accompany this form and be approved by the Association.**
- **A one-time Screening Fee of $642.00 per home must be paid at the time of application, per the Adopted Amendment to the Master Declaration, Article IX, Section 17 (b).**

Lease Information

Lot Address: _____ Lot No: _____

Village No. _____ Village Name: _____

Lease Start Date: _____

Lease End Date: _____

Tenant Information (At least one Tenant must be 55 or older. Minimum age of other occupants is 22).

Primary Tenant Name: _____

Date of Birth: _____ Phone: _____ Email:_____

Additional Occupant(s): _____ Date of Birth: _____

Additional Occupant(s): _____ Date of Birth: _____

Acknowledgement and Acceptance

Owner(s):

I/We understand that by signing this form, I/We are assigning our membership use rights to the Tenant(s) identified above and waiving our personal use of Association amenities during the lease term.

Owner Signature: _____ Date: _____

Phone: _____ Email: _____

Mailing Address:

_____

Tenant(s):

I/We acknowledge receipt of the Rules and Regulations, Declaration, and Bylaws of the Association (and the Village, if applicable), and agree to abide by and comply with these and other community policies and procedures in connection with the use and enjoyment of the Lot and the Association amenities and activities.

Tenant Signature : _____ Date : _____

Tenant Signature : _____ Date : _____

FOR HSCA USE ONLY :

Vehicle Bar Code (Number and date issued): _____

Prior Tenant Bar codes terminated (if any):_____

Name Tags (Number and date issued) : _____

HSCA R&R, Declaration, Bylaws (Date issued): _____

Village contact: _____

House Sign Form (Date issued): _____

Dwelling Live Form (Date issued): _____

Website log on info provided (date) :_____

Employee Signature: _____Date :_____