



RENTER-TENANT ASSIGNMENT OF USE PRIVILEGE RIGHTS

Tract/Lot: _____ - _____ Property Street Address: _____

TYPE OF UNIT: ☐ RESIDENT ☐ CONDO ☐ ADU / JADU

Section 1: To Be Completed by Property Owner or Property Manager (Please include copy of Lease Agreement)

NAME(S) OF OWNERS AS SHOWN ON DEED:

1) _____ 2) _____ 3) _____

Pursuant to Article VII, Section 3 of the Bylaws of the Association and Association Rule Section 305(f), I hereby assign my rights to the use and enjoyment of all Common Areas and Community Facilities within Bear Valley Springs, to the Tenant and members of his/her family, residing together on my lot or in my condominium. It is understood that this assignment is effective only as long as the tenant resides on my lot or in my condominium.

_____(Initial) I understand that I must surrender my own Use Privilege Cards. Upon termination of the tenancy, the Association will return or replace the Members' Use Privilege Card(s) upon application.

_____(Initial) I understand that I am responsible to ensure that each of the cards issued to tenants and their families are returned to the Association Office upon termination of the tenancy. At the termination of the tenancy, I will be responsible to return the card(s) to the Association Office or pay a fee as in accordance with the current BVSA fee schedule. No new cards will be issued for the property until the card(s) are returned or the fees paid. Upon sale, exchange, or transfer of the Member's lot or condominium, the Member must surrender to the Association the Use Privilege cards outstanding on the property. The Association may impose a fee in accordance with the BVSA Fee Schedule for each card issued with respect to the Member's property, which is not returned to the Association. This fee may be collected through the sale, exchange or transfer escrow or any other means provided by law.

_____(Initial) I understand that I am responsible for my tenants. This includes tenants' family members while on Association premises. This responsibility includes tenants' observance of the Governing Documents. Should guests or tenants of a Member deface, injure, or destroy Association property, the Member is ultimately liable for the damage. (Sec. 306.c & f)

I assign the following person(s) to receive a "Use Privilege Card." Cards may be issued to **One Family Residing Together on a Permanent Basis** who may use the Community Facilities.

Family: Defined as an individual or two or more individuals related by blood, marriage or legal adoption, or a group of individuals living together as a single housekeeping unit on a permanent basis, and all having equal access to all areas of the lot or condominium.

Children: Children under 9 years old should NOT be listed since the Association requires an adult member accompany them while using the facilities. The minor children of parents who are divorced or separated and who have been awarded joint custody of the children by court order are deemed to reside with each parent.

SIGNATURE:

PRINT NAME:

DATE:

Full Name	Relationship Government-Issued Photo Identification with Address Verification Required for any Person over 18	Year of Birth Children under 18	For Official Use Only: Card #	Date Issued:	IBS:
1)					
2)					
3)					
4)					



Section 2: To Be Completed by Renter/Tenant

Renter/Tenant Information:

Telephone: 1) _____ 2) _____ E-mail: _____

_____ **(Tenant Initial)** The Use of the Community Facilities is limited to persons qualifying for Use Privilege Cards or Guest Passes. The Association shall require production of your card prior to the use of any facility. Please carry your card with you at all times when using the facilities.

_____ **(Tenant Initial)** I/We understand that my/our use of the residential lot, Common Areas and Community Facilities shall at all times be subject to all the applicable terms of all Association Governing Documents. I acknowledge that the C&R's, BVSA Rules, and ECC Rules are available at bvsa.org and hard copies are available at the BVSA office. I/we agree to abide by all these Governing Documents.

I/We understand that there is a **NON-REFUNDABLE FEE OF \$100.00 PER CARD** as required by Association Rule, Section 305(f). **REPLACEMENT COST FOR A LOST CARD IS ACCORDING TO THE CURRENT BVSA FEE SCHEDULE.**

I/We understand that we must surrender our cards to the Association Office or to the Property Owner (or designated Property Manager) upon termination of our tenancy.

Signature of Renter/Tenant(s): _____

Date: _____

For Office Use Only:

- ☐ Lease
- ☐ Check system for Unreturned Cards – Any outstanding owner cards must be turned into prior to issuing any new tenant cards. Any unreturned tenant cards received after 7/2018 must be returned before new cards are issued or a fee of \$150 per card must be received.
- ☐ Fees
- ☐ Issue Cards
- ☐ 2 copies of Form and Payment – 1 copy with payment to Accounting; 1 copy to ECC Deposit; Completed Original with copy of payment in Renter Binders