



HERITAGE BAY GOLF & COUNTRY CLUB

TRANSFER OF CLUB MEMBERSHIP PROCEDURES

To transfer Membership to an approved Tenant, the Unit Owner must submit the following documents to: *Heritage Bay Golf & Country Club, Attn: Kelly Jewart, 10154 Heritage Bay Blvd, Naples, FL 34120*

- ☐ Transfer of Club Membership Application (this document)
- ☐ Transfer of Club Membership Agreement
- ☐ Membership Transfer Administrative Fee of \$600 payable by check or money order from a US bank
- ☐ Lease approval from the applicable Neighborhood Association

Documents must be received at least thirty (30) days prior to the start of a Transfer of Membership. Lease approval can run concurrently with Transfer application.

Applications received less than thirty (30) days before the requested start date of the Transfer will incur a \$100 rush fee, which will be charged on the Owner's next Club statement.

HERITAGE BAY TRANSFER OF CLUB MEMBERSHIP APPLICATION

- Transfer privileges are available to Owners in good standing with the Club and their Neighborhood Association.
- The completed Transfer of Club Membership Application, Transfer of Club Membership Agreement, and Membership Transfer Administrative Fee must be received **at least thirty (30) days in advance** of the start date of the Transfer.
- Applications received less than thirty (30) days before the requested start date of the Transfer will incur a \$100 rush fee, which will be charged on the Owner's next Club statement.
- The current Transfer of Club Membership Application is always available on the Membership page of Heritage Bay's website, www.golfheritagebay.com.
- The Application must be completed in its entirety and legibly. Incomplete, incorrect, or illegible Applications may delay the transfer process.
- Transfers must be for a minimum of **thirty (30) consecutive days**.
- The Membership Transfer Administrative Fee must be paid by a check or money order stemming from a US bank.
- Owners can submit the Application, Agreement, and Fee as far in advance as they like.
- Every effort will be made to expedite Transfer requests received less than thirty days prior to the Transfer start date, but we cannot guarantee that the Transfer Membership will be available on the requested start date.

TRANSFeree INFORMATION

- The Transferees must provide a valid e-mail address on the application, as the Club will communicate exclusively through email.
- Only the names of the approved tenants designated for Membership are to be entered on the Transfer of Club Membership Application; do not include additional tenants or guests. Transfer Membership is for up to two (2) approved tenants, plus eligible dependents under the age of twenty-two.
- Acceptance of a Transfer Membership is an obligatory agreement to comply with the rules and regulations of Heritage Bay Golf & Country Club, which are available on the Membership page of the Club's website.

CANCELLATIONS, CHANGES, OR EXTENSIONS OF A TRANSFER

- A one-time change to the dates of a Transfer may be made without a new Application and Fee.
- Changes to the dates of a Transfer period must be submitted in writing by the Owner at least seven (7) days before the change is to go into effect.
- A change request that amends the Transfer to less than thirty (30) consecutive days will not be approved.
- Extension of a Transfer period cannot be approved without prior approval of the lease extension by the Neighborhood association.
- Cancellations made prior to the start date of a Transfer will receive a full refund of the Transfer Fee.
- Excluding cancellations, changes to a Transfer received less than seven (7) days prior to the requested date the change is to go into effect will incur a \$100 rush fee, which will be charged on the Owner's next Club statement.

COMMUNICATIONS

- Transfer Members will receive **two** confirmation e-mails from the Membership Director, Kelly Jewart:
 1. A confirmation that the Transfer of Club Membership Application, Agreement, and Fee have been received.
 2. A confirmation that the Transfer has been approved.
 3. The approval email will include the details about the Transfer Membership and an invitation to schedule the Onboarding appointment.
 4. Onboarding appointments are required. During onboarding sessions, Transfer Members learn about their Transfer Membership at Heritage Bay Golf & country Club and are given their Member ID Cards.
 5. Failure to attend an Onboarding session will result in deactivation of the Transfer.

LEASE APPROVAL FROM THE NEIGHBORHOOD ASSOCIATION

- Lease approval from the applicable Neighborhood Association is required for a Transfer of Club Membership.
- Neighborhood approval of tenants includes transfers to family members, non-paying guests, and tenants who were approved in previous years.
- Compliance with Heritage Bay's Declaration of Covenants, Conditions and Restrictions is obligatory. Two Use Restrictions specifically relevant to Owners leasing their unit are:
 - **5.30 Leasing of Living Units.** *No Living Unit may be leased or rented for a period of less than thirty (30) days. Any advertising or listing of a Living Unit for lease or rental shall state that the minimum lease or rental period is thirty (30) consecutive days. Landlord is obligated to sufficiently assure the Board that no Home will be occupied by any sexual offender or predator or anyone who has been arrested or adjudicated as a sexual offender or predator. Neighborhood Covenants may establish stricter standards for particular Neighborhoods. Occupancy of Living Units is controlled by Neighborhood Associations. If authorized by its governing Declaration, a Neighborhood Association may run background checks on any proposed lease.*
 - **5.31 Pets and Animals.** *Not more than two (2) commonly accepted household pets such as a dog or cat, and reasonable numbers of tropical fish or caged birds may be kept in a Living Unit, subject to other reasonable regulations by the Club or Neighborhood Association. All animals shall be leashed (if outdoors), or kept within the Living Unit and shall not be permitted to roam free. The Club may restrict the walking of pets to certain areas. Pets are not permitted on any golf course at any time. Owners who walk their pets on Club, or Neighborhood Common Areas must clean up after their pets. Commercial activities involving pets, including without limitation, boarding, breeding, grooming or training, are not allowed. The ability to keep a pet is a privilege, not a right. If in the opinion of the Board, any pet becomes the source of unreasonable annoyance to others, or the owner of the pet fails or refuses to comply with these restrictions, the owner, upon written notice, may be required to remove the pet from Club Property. Pets may not be left unattended or leashed in yards or garages or on porches or lanais.*

Notwithstanding the foregoing, pit bull and pit bull mix dogs or other recognized aggressive breeds of dogs shall be prohibited regardless of size or weight. A pit bull or pit bull mix dog is defined as any dog that, in the sole and exclusive discretion of the Board, has the appearance and characteristics of being predominately and commonly referred to as a "pit bull" regardless of the opinion of any veterinary doctor. Any Unit Owner who keeps or maintains any pet, in exchange for and in consideration of the privilege to keep the pet, hereby indemnifies and holds the Association and each Unit Owner free and harmless from any loss, claim or liability of any kind of character of whatever nature arising from or related to the keeping or maintain of such pet on Club Property.

- Neighborhood Associations may have additional rental requirements.

GATE ACCESS

- Approved tenants are provided instructions for guest authorization through the gate.
- As an added measure, Owners should add their renters to their guest list.
- Instructions for authorizing guests via the automated phone system, website and app are on the Access & Emergencies page of Heritage Bay's website (Member login required).

MEMBER NUMBERS AND MEMBER ID CARDS

- Approved Transfer Members are provided their own Member Numbers and Member ID cards.
- Approved Transfer Members' food and beverage charges are deducted from the Member's Annual Food & Beverage Minimum. Transfer Members must provide their Transfer Member Number to the Club staff to ensure this deduction.
- Members are not to give their Member Number or Member ID cards to tenants, transferees, or guests. An Owner or Transfer Member allowing someone else to use their Member Number is a violation of Heritage Bay's Governing Documents.

INFORMATION HOMEOWNERS SHOULD PROVIDE PRIOR TO TENANTS' ARRIVAL

- That Transfer Members will be required to show a driver's license upon initial entry.
- Directions to the property from the gatehouse entrance.
- Information on where to obtain the keys or access codes to the property and what to do if they lose their keys.
- Who to call if something in the unit does not work or if they need assistance operating appliances.
- Compliance with Heritage Bay's Rules and Regulations is obligatory. Members are held responsible for the actions of their guests and tenants. The Rules and Regulations are available under "Governing Documents" on the Membership page of the Club's website.

Please note: Neither the Club's Administration office nor the gatehouse will hold keys to any property or information regarding appliances or other issues that arise inside the housing units.

FREQUENT QUESTIONS/REQUESTS RENTERS HAVE ABOUT A PROPERTY THEY WILL BE OCCUPYING:

1. Instructions on how to use the remote controls for your electronic devices and appliances.
2. Who to call about water, electricity, and internet or TV issues.
3. Instructions on how to regulate the climate controls.
4. Location of trash bins or dumpster. Schedule of trash and recycling days.
5. Wi-Fi password for your property.
6. Location of water valves.
7. Who to contact if something occurs in your home that needs immediate attention.
8. Location of mailboxes and mailbox keys.
9. Parking and locations for guest parking.
10. Your recommendations for restaurants, shopping, salons, etc.



HERITAGE BAY
GOLF & COUNTRY CLUB

Membership Transfer Agreement

APPLYING FOR A TRANSFER OF MEMBERSHIP

At least thirty (30) days prior to the start of a Transfer of Membership:

1. The Owner must submit a Transfer of Membership application.
2. The Owner must submit a \$600 Transfer Fee. Transfer Fees can be paid by a check or money order stemming from a US bank.
3. The Owner must submit a copy of the lease approval or guest occupancy approval from the rental unit's Neighborhood Association. It is the responsibility of the Owner to know the rental procedures of their Neighborhood Association. Lease approval can run concurrently with the Transfer approval process – do not wait for the lease approval before submitting the application.

Applications received less than thirty (30) days before the requested start date of the Transfer will incur a \$100 rush fee, which will be charged on the Owner's next Club statement.

TRANSFER MEMBERSHIP

1. All Heritage Bay Golf & Country Club Memberships, including Transfer Memberships, allow for a maximum of two (2) Members, plus dependents under the age of twenty-two.
2. Owners do not have access to any Club amenities during their Transfer period. The Owner's Membership is inactive and use of any Club amenities during their Transfer is a violation of the Club's governing documents.
3. Heritage Bay is a private club, and Transfer Members must accompany their guests at all times.

CANCELLATIONS, CHANGES, OR EXTENSIONS OF TRANSFERS

1. Cancellations made prior to the start date of a Transfer will receive a full refund of the Transfer Fee.
2. Changes to the dates of a Transfer period must be submitted in writing by the Owner at least seven (7) days before the change is to go into effect.
3. Extension of a Transfer period cannot be approved without prior approval of the lease extension by the Neighborhood association.

Excluding cancellations, changes to a Transfer Membership received less than seven (7) days prior to the requested date the change is to go into effect will incur a \$100 rush fee, which will be charged on the Owner's next Club statement.

BY MY SIGNATURE BELOW I CONFIRM I UNDERSTAND AND ACCEPT THIS AGREEMENT.

Owner or Authorized Agent: _____ Date: _____

Transfer Member #1: _____ Date: _____

Transfer Member #2: _____ Date: _____

TRANSFER OF CLUB MEMBERSHIP APPLICATION

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TRANSFER PERIOD: First Day: _____ / _____ / _____ Last Day: _____ / _____ / _____
Month Day Year Month Day Year

- Thirty (30) day minimum.
- Transfer dates must match lease dates.

MEMBER INFORMATION

Member Name _____

Heritage Bay Address (street and unit) _____

Leasing Agent's Name (if applicable) _____

All Emails to Receive Communications_____

(initial) I understand I do not have access to any Club amenities during this Transfer period. My Membership is Inactive and use of any Club amenities during this Transfer is a violation of the Club's governing documents. It is my intention to transfer my Club privileges to the Transferee(s) below.

MEMBER SIGNATURE _____ **DATE** _____

TRANSFER MEMBER INFORMATION

(To ensure accurate Transfer Membership creation, this form must be completed legibly.)

Name Transfer Member #1 _____ Cell Phone # _____

Email Address _____

Name Transfer Member #2 _____ Cell Phone # _____

Email Address _____

Have you rented in Heritage Bay before? _____ If yes, most recent year _____

_____ (initial) I will be living in the residence listed above and I agree to abide by all Heritage Bay Rules and Regulations during the period of my Transfer Membership.

TM#1 SIGNATURE	DATE
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TM#2 SIGNATURE _____ DATE _____