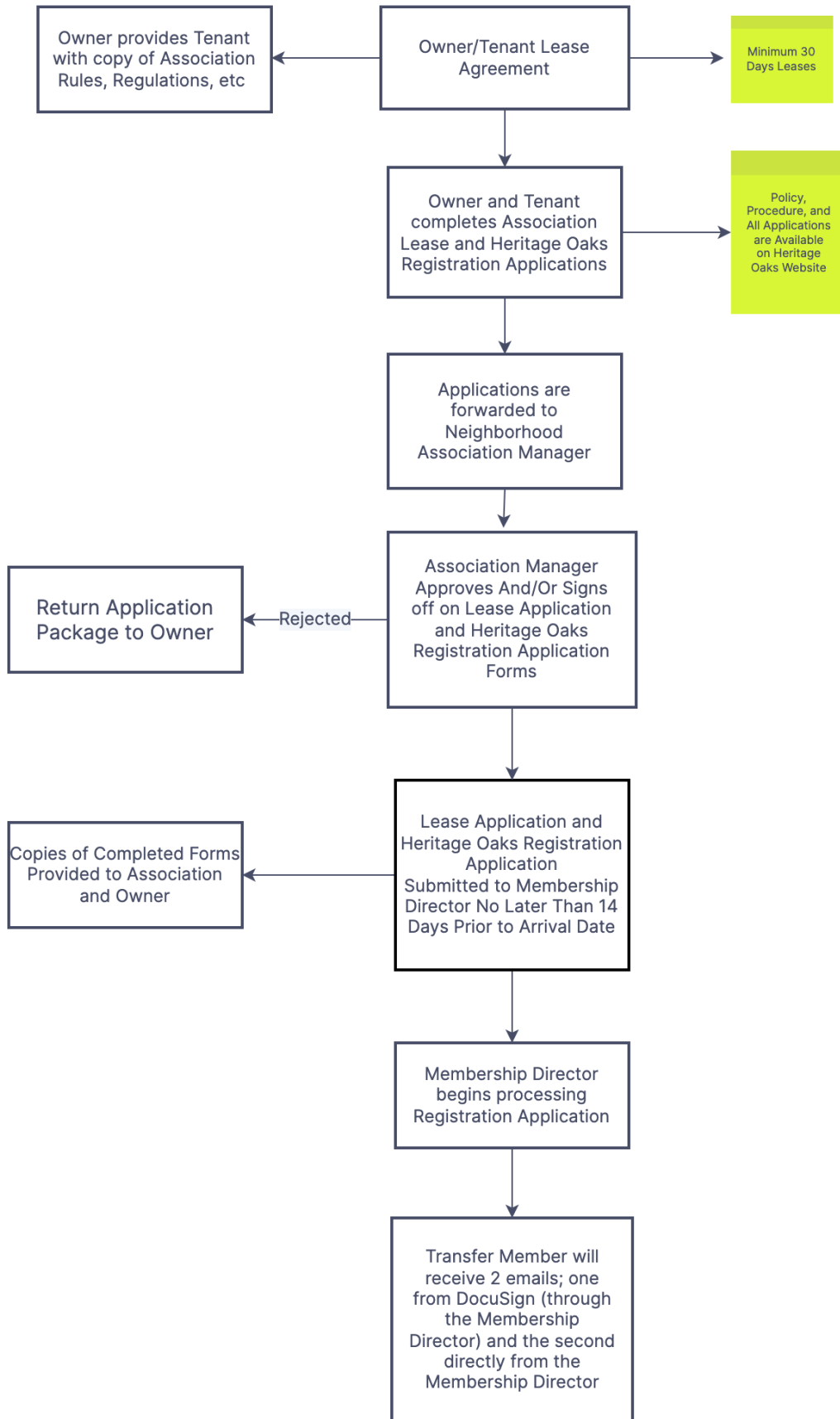


## Lease Application and Registration Process





## **GUEST REGISTRATION AND/OR TRANSFER OF CLUB MEMBERSHIP PROCEDURES**

At least 14 days prior to the start date of a Transfer of Club Membership, Heritage Oaks Golf & Country Club must be in receipt of a completed and fully executed Guest or Transfer of Club Membership Registration Application. Before a Guest or Transfer of Club Membership can be processed, Heritage Oaks Golf & Country Club must also be in receipt of the lease notification and/or approval from the appropriate Neighborhood Association. (Each association may have different procedures for this process)

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### **HERITAGE OAKS TRANSFER OF CLUB MEMBERSHIP REGISTRATION APPLICATION**

- Always use the current Registration Application, available on Heritage Oaks website
- Please be sure the form is completed entirely and legibly. *Incomplete, incorrect, or illegible Applications may delay the transfer process.*
- Transfer privileges are available only to Owners in good standing with the Club and their Neighborhood Association.
- It is mandatory that the Transfer of Club Membership Application is signed by the Member, or their authorized agent, confirming that the Member understands and accepts that their Club privileges will be suspended for the transfer period they have indicated on the Application, if applicable.

### **GUEST & TRANSFEREE INFORMATION**

- The Guest/Transferee must provide a valid phone number and e-mail address on the application.
- Membership Transfers must be for a minimum of **thirty (30) consecutive days**.
- Only the names of the approved tenants who qualify for Membership are to be entered on the Registration Application; do not include occasional visitors, guests or relatives.
- Additional information may be required of the Transferee to ensure compliance with Heritage Oaks governing documents.

## **WHEN TO SUBMIT THE TRANSFER OF CLUB MEMBERSHIP APPLICATION**

- Application **at least 14 days in advance** of the start date.
- Every effort will be made to expedite Transfer requests submitted less than **14 days** prior to the Transfer start date but cannot guarantee that the Transfer Membership will be available or processed by the requested start date.

## **TRANSFER PERIOD DATE CHANGES**

- If needed, a one-time change to the dates of a Transfer may be made without a new application.
- A change request that amends the Transfer to less than thirty (30) consecutive days will not be approved. Leases must be no less than 30 days.
- A request for a date change must be submitted in writing by the homeowner or their registered agent.
- Change requests must be submitted at least one week prior to the new arrival or departure date.

## **LEASE APPROVAL FROM THE NEIGHBORHOOD ASSOCIATION**

- Lease notification from the applicable Neighborhood Association is mandatory for approval of a Transfer of Club Membership. Contact your Neighborhood Association's management company for their rental requirements. (Please see contact Information Form for Phone/Email for your Association Community). Applications need to be submitted 30 days prior to arrival date.
- The Neighborhood Association approval and/or notification requirement includes transfers to family members, non-paying guests and tenants who were approved in previous years.

## **HOW WILL THE TRANSFER MEMBER KNOW THAT THE TRANSFER HAS BEEN PROCESSED?**

- Transfer Members will receive two emails, one from DocuSign through the Membership Director and second from the Membership Director:
  1. Within 3 days of receiving the approved HO Registration from your Community Association. The Transfer Member will receive an email confirmation along with other documents that need attention to continue the registration process. This email will come from DocuSign through the Membership Director.
  2. Within 2 days of ARRIVAL, the Transfer Member will receive another email with information about Heritage Oaks, and instructions on gaining access into the HO Community as well as how to obtain a car decal & member ID card(s).

**COMPLIANCE WITH HERITAGE OAKS AND ASSOCIATION RULES,  
GOVERNING DOCUMENTS IS MANDATORY.**

## **GATE ACCESS**

- Gate access and instructions for authorizing guests via the automated phone system will be provided to Transfer Members during the application process.
- There is a fee charged for the gate access decal.

## **MEMBER NUMBERS AND MEMBER ID CARDS**

- Members are not to give their Member Number or Member ID cards to their tenants or transferees.
- Transfer Member are provided their own specific Member Numbers and Member ID cards.
- Transfer Members' food and beverage charges are deducted from the Member's Annual Food & Beverage Minimum. Transfer Members must provide their Member Number to the Club staff to ensure this deduction.

## **WHAT HOMEOWNERS OR AUTHORIZED AGENTS SHOULD TELL THEIR RENTERS/GUESTS PRIOR TO ARRIVAL**

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

***Please note: Neither the Club's Administration office nor the gatehouse keep keys to any properties 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:**

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



## **COMMON AREA USE POLICY**

All members, guests, family members, and transfer members are subject to the following Common Areas Use Policy (the “Policy”) established by Heritage Oaks Golf & Country Club, Inc. (the “Club”) within and for the community of Heritage Oaks Golf & Country Club, Sarasota County, Florida (“Heritage Oaks”), pursuant to the Declaration of Covenants, Conditions and Restrictions for Heritage Oaks Golf & Country Club recorded in Official Records Book 2994, Page 2529, of the public records of Sarasota County, Florida as amended (the “Declaration”), defined terms in the Declaration shall have the same meaning herein.

*The Governing Documents, including all policies and fee requirements, will be vigorously enforced. Failure to comply may result in a person or persons to whom temporary use rights are delegated being barred from use of the common areas of the Club, and an offending Club member being subjected to a fine or suspension, or both.*

### **I. INTRODUCTION**

The provisions of this Common Areas Use Policy are binding on all Members of the Club, guests, family members, and transfer members. A transfer member is a guest or tenant to whom the member has transferred his membership rights when the member is not in residence.

### **II. ADMINISTRATION OF PROPERTY**

The Club holds title to and operates and maintains the Common Areas of Heritage Oaks pursuant to the Declaration.

### **III. COMMON AREAS**

- a. The Common Areas are any and all real property and improvements thereon owned by, leased to, or dedicated to the Club for the use and benefit of some or all of its Members, and include the Common Areas and the Club Common Areas as defined in the Declaration.
- b. The Common Areas include, but are not limited to, the Clubhouse, pools, tennis courts and related facilities.
- c. The Club Common Areas include the tennis courts, swimming pool venues, golf course, driving range, pro shop, golf cart facilities, and other facilities and property directly related to the operation of the golf course.

### **IV. POLICIES**

The owner will be responsible for:

- a. All unpaid charges of any guest, invitee, transfer member or family member.
- b. The conduct of any guest, invitee, transfer member or family member.
- c. Any

damages to common property by any guest, invitee, transfer member or family member.

The Club assumes no responsibility for and no liability as to any guest, invitee, transfer member, or family member.

**A. Members**

Members shall be the owners of Lots or Living Units within the Community to which one membership has been made an appurtenance by the Amended and Restated Declaration. Members shall have full rights to use both the Club and Common Areas and facilities. If a Living Unit is occupied by a married couple or cohabitating couple, the Membership shall be attributable to that couple. In that event, the Membership use shall extend to the couple and their children twenty-two (22) years of age or younger. A single Owner may designate one person who is entitled to membership use rights. This designation may occur no more than twice in any calendar year and the person cannot reside within one hundred (100) miles of the property. Except for temporary delegations as provided in Amended and Restated Declaration Section 4.3, a membership shall not be assignable and/or transferable by any method other than the sale, lease or conveyance of record legal title to the Lot or Living unit to which it is appurtenant. Upon sale or other transfer of ownership of a Lot or Living Unit to which a membership is appurtenant, the transferor shall be deemed to have automatically assigned and transferred the membership with his property. A member's right to use the golf course and other recreation facilities is limited as set forth in the Amended and Restated Declaration and in the Amended and Restated Bylaws. Any attempt to separate the membership from the interest in real property upon which it is based shall be null and void.

- i. Those individuals designated above as Children will be permitted to use the pools, tennis courts, fitness center, and the restaurant as well as being permitted to use the golf course. A child age 12 or under must be accompanied by an adult to use the pool. A child age 12 or under may not use the fitness center and a child age 13 to 18 must be accompanied by an adult. A child, under the age of 18, must be accompanied by an adult while using the golf course and golf carts may be operated only by a person with a valid driver's license.
- ii. The owner will be responsible for all unpaid charges of any Child.

**B. Guest Policy** - "Guest" is defined as any person who is physically present in or resides in a Living Unit on a temporary basis at the invitation of the owner or other legally permitted occupant, without the payment of consideration.

- i. Guests are permitted to use the common areas, including the tennis courts, pools, fitness center, restaurant, and golf course subject to payment of the then prevailing guest fees and only when physically accompanied by the owner, member or transfer member.

- ii. Guests staying in a Living Unit for more than three (3) days the owner or member is not in residence must register with the Club. Owners or members shall register with the General Manager or his/her designee any such guest by completing a Registration and Temporary Transfer of Membership Rights form. Registration shall be provided at least fourteen (14) days in advance of the guest's arrival and shall include the name and address of each guest, the date of the guest's arrival, the date of the guest's departure, automobile registration data, and the address and telephone number at which the owner or member can be contacted while not in residence. A temporary transfer of membership rights fee shall be paid at the time of registration and if not paid, the fee will be charged to the owner's account.
  - iii. The owner whose rights are temporarily transferred to a guest is not permitted to use the common areas during the period of the delegation except as a guest of another member.
- C. **Invitee Policy** - "Invitee" is defined as any person who is on the property at the invitation of the owner, member or transfer member without the payment of consideration and is not physically present in or residing in a living unit on a temporary basis. Invitees are permitted to use the common areas, including the tennis courts, pools, restaurant, and golf course subject to the payment of the then prevailing guest fees only when physically accompanied by the owner or transfer member.
- D. **Rentals - Delegation of Use Rights Policy:** "Lease" is defined as the grant by the owner of a living unit of a temporary right of use of the unit for a valuable consideration. An owner may delegate his or her use rights in the common areas of the Club to a tenant of the owner. If the owner retains the use rights to the common areas, the tenant shall have no such rights.
- i. No living unit may be leased or rented for a period of less than thirty (30) consecutive days pursuant to section 5.23 of the Amended and Restated Declaration.
  - ii. No more than 2 persons per bedroom in a rented living unit.
  - iii. Owners must inform the General Manager or his/her designee, of a rental by completion and submission of the Registration Form at least fourteen days in advance of the rental's commencement. When the owner transfers his membership rights to the tenant, a temporary transfer of membership rights fee shall be paid at the time of registration and if not paid, the fee will be charged to the owner's account.
  - iv. Owners who temporarily transfer their membership rights are not permitted to use the common areas during the period of delegation except as a guest of his tenant or another member.
  - v. Owners who temporarily transfer their membership rights are responsible for the unpaid charges of their tenants. Tenants to whom membership rights are transferred will be required at the commencement of the rental

to establish and maintain a then prevailing deposit account with the Club to cover charges.

- vi. Each owner's living unit is distinct, separate and subject to its own Food and Beverage minimum. Charges by a tenant in one living unit of an owner will not be applied against the Food and Beverage minimum of the owner applicable to another living unit owned by such owner.

E. Forms can be found on the Heritage Oaks website, member home section, [www.heritageoaksgcc.com](http://www.heritageoaksgcc.com) under the Club Forms tab.

F. A fine, resulting from a Dispute and Resolution Process, may be imposed in the maximum amount of \$100 against any owner who does not comply with the Registration requirements. The fine and registration fee will be charged to the owner's account. **Rental Transfers**

Effective January 1, 2023, if you have a guest, family member or tenant living in your unit **when you are not in residence** for more than 3 days, you must fill out a "Registration Form" and pay the appropriate fees. The Registration Fee from January 1<sup>st</sup> through December 31<sup>st</sup> is \$300. Payment of the Registration Fee is the ultimate responsibility of the unit owner.

From May 1-October 31 **when you are not in residence** you may submit a "Temporary Guest with No Charges" form, for a guest staying in your unit a maximum of 7 days without charging privileges/property usage rights. This will allow your guest to stay in your unit without the requirement of the Registration Fee. From May 1 – October 31 **when you are not in residence**, and you have Immediate Family (mother, father, daughter, son, brother or sister) members staying in your unit over 7 days, the Transfer fee is \$50.00.

An extended Transfer Member is a Transfer Member that has signed a Registration Form Agreement for a period of **one year or longer**. The extended Transfer Member will be required to pay a Registration Fee of \$300.00 annually. Tenants are also required to leave a copy of a current ~~credit card~~ Visa or Mastercard on file with the Membership Director. Extended Transfer Members need to check with the Membership Director annually to keep file up to date.

Effective May 1, 2022 - Upon registration, a Transfer Member (Tenant) shall be required to leave a copy of a valid Visa or Mastercard on file with the Membership Director. Transfer Member will receive a monthly bill for all charges incurred and may pay that bill with cash, check or credit card. Should a Transfer Member's account be 30 days past due, the credit card on file will automatically be charged. All credit card payments will incur a 3% processing fee.

Everyone must be registered with the Membership Director.

Heritage Oaks Golf & Country Club is not responsible for any misstatements or



misinformation provided to transfer members by the unit owners or their Rental Agents.

*Adopted by the Board of Trustees of Heritage Oaks Golf & country Club, Inc., effective as of November 22, 2005, restated as of January 22, 2007, restated as of April 2, 2009, restated as of April 17, 2017, restated as of October 30, 2018, restated as of February 28, 2022 and restated as of November 14, 2022.*



## Community Association Contact Information

<b>C &amp; S Community Management ~ 941-785-9454 Ext. 124 ~</b>	<b><a href="https://www.cscmsi.com/">https://www.cscmsi.com/</a></b>
SINGLE FAMILY	<a href="mailto:agamundi@cscmsi.com">agamundi@cscmsi.com</a>
<b>Real Manage Resident Services ~ 866-473-2573 ~ <a href="https://www.CiraNet.com/">https://www.CiraNet.com/</a></b>	
CLUB HOMES 1	<a href="mailto:heroakc1@ciramail.com">heroakc1@ciramail.com</a>
CLUB HOMES 2	<a href="mailto:heroakc2@ciramail.com">heroakc2@ciramail.com</a>
CLUB HOMES 3	<a href="mailto:heroakc3@ciramail.com">heroakc3@ciramail.com</a>
CLUB HOMES 4	<a href="mailto:heroakc4@ciramail.com">heroakc4@ciramail.com</a>
CLUB HOMES 5	<a href="mailto:heroak5@ciramail.com">heroak5@ciramail.com</a>
CLUB HOMES 7	<a href="mailto:heroak7@ciramail.com">heroak7@ciramail.com</a>
CLUB HOMES 8	<a href="mailto:heroak8@ciramail.com">heroak8@ciramail.com</a>
CLUB HOMES 9	<a href="mailto:heroak9@ciramail.com">heroak9@ciramail.com</a>
VERANDA 1	<a href="mailto:heroakv1@ciramail.com">heroakv1@ciramail.com</a>
VERANDA 2	<a href="mailto:heroakv2@ciramail.com">heroakv2@ciramail.com</a>
VERANDA 3	<a href="mailto:heroakv3@ciramail.com">heroakv3@ciramail.com</a>
VERANDA 4	<a href="mailto:heroakv4@ciramail.com">heroakv4@ciramail.com</a>
VERANDA 6	<a href="mailto:heroakv6@ciramail.com">heroakv6@ciramail.com</a>
VERANDA 8	<a href="mailto:heroakv8@ciramail.com">heroakv8@ciramail.com</a>
<b>Capstone Association Management~ 941-554-8838~<a href="http://capstoneam.com">http://capstoneam.com</a></b>	
PATIO HOMES	<a href="mailto:rebekah@capstoneam.com">rebekah@capstoneam.com</a>
GOLF VILLAS ASSOC	<a href="mailto:rebekah@capstoneam.com">rebekah@capstoneam.com</a>
VERANDA 5	<a href="mailto:rebekah@capstoneam.com">rebekah@capstoneam.com</a>
VERANDA 7	<a href="mailto:rebekah@capstoneam.com">rebekah@capstoneam.com</a>
CLUB HOMES 6	<a href="mailto:rebekah@capstoneam.com">rebekah@capstoneam.com</a>

**Heritage Oaks -Temporary Guest W/No Usage Rights - Maximum 7 days**  
**May 1-October 31** Please print and complete in full and provide to Director of Membership at  
 least 14 days prior to arrival. Membership@heritageoaksgcc.com

<b>Owner Information PLEASE PRINT</b> <b>Owner Name/s:</b>	
<b>Address while NOT in HO residence:</b>	
<b>Phone &amp; Email while NOT in HO residence:</b>	
<b>Member Number:</b>	
<b>HO Residence Address:</b>	

**Guest Policy:** For the purposes of this registration form the term “GUEST” is defined as any person who is physically present in a living unit on a temporary basis at the invitation of the owner, without the payment of consideration. **GUESTS staying in a living unit for seven days or less when the Member is not in residence must be registered with the administration office.** Registration shall be provided at least 14 days in advance of the GUEST’s arrival and shall include the name and address of each GUEST, the date of the GUEST’s arrival, the date of the GUEST’s departure, automobile registration data and the address and telephone number at which the Member can be contacted while not in residence. GUESTS will have NO rights to use the Club Common Areas.

**The Member will be responsible for:**

- The conduct of any GUEST or family member
- The GUEST or family member must comply will all the existing Rules & Regulations as if the GUEST was the owner
- Any damages to common property by any GUEST or family member
- The Club assumes no responsibility for and no liability as to any GUEST or family member

<b>GUEST Information, PLEASE PRINT</b>	<b>Arrival Date:</b>	<b>Departure Date:</b>
<b>Name (s):</b> <b>List ALL GUESTS, max 6 per unit</b>		
<b>GUEST Home Address:</b>		
<b>GUEST Home Number:</b>		
<b>GUEST Cell Number:</b>		
<b>GUEST Email Address:</b>		
<b>GUEST Automobile Information</b>	<b>Year:</b>	<b>Make/Model:</b>
	<b>Color:</b>	<b>License Plate:</b>

Accepts designation as noted above and by typing my name below, I am electronically signing this form.

Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Association Signature:** \_\_\_\_\_ Date: \_\_\_\_\_