



The Legends
Golf Club

Membership Rules & Regulations

January 2014

The Legends Golf Club
41687 Temeku Drive
Temecula, CA 92591
951.694.9998

Rules and Regulations



The Legends Golf Club

This document sets forth the terms and privileges of Membership in the Club and the policies and procedures under which the Club is operated. The obligation of enforcing these Rules lies primarily in the hands of a carefully trained staff whose principal responsibility is to assure members of all the courtesies, comforts, and services to which they are entitled. It is the duty of the membership to know its Rules and to cooperate with Club Management and staff in the enforcement of these Rules.

These Rules are effective January 1, 2014 and are subject to change from time to time at the sole discretion of Club Management.

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Membership Rules & Regulations The Legends Golf Club

Section I Organization and Management

1.1 Club Ownership – The Legends Golf Club (the “Club”) is privately owned by Legends Management LLC (hereafter collectively referred to as the “Club Owner”). The Club Owner has the right to transfer ownership of the Club at any time and without notification to the members and shall have the power and authority to prescribe such rules and regulations governing play on the golf course and use of the clubhouse facilities, as the Club owner shall determine from time to time.

1.2 Management Authority – The Club Owner has authorized a General Manager to manage and operate all facilities and programs of the Club, and to supervise management personnel of the Club. The Club Owner reserves the rights to operate the Club facilities by this General Manager, licenses, or lessees, or any other arrangement it shall in its sole judgment establish. Members shall have no right or authority in managing the affairs of the Club.

1.3 Principal Office – The principal office of the Club shall be located at 41687 Temeku Drive, Temecula, California 92591.

1.4 Type of Facility – The Legends Golf Club will be operated as a semi-private golf club, open to both members and non-members. Privileges of members are set forth in these Rules and Regulations. Non-members may be permitted to use all clubhouse and golf course facilities, subject to non-member rules and regulations established by the General Manager.



1.5 No Proprietary Rights – No members shall by virtue of membership in the Club have any right of ownership or property rights in any of the property or assets of the Club, either real or personal, nor shall any member incur any liability of any kind by virtue of membership in the Club, except for liability for the payment of dues, house accounts and other obligations to the club, and except for liability arising from failure to observe the rules and regulations as provided herein. It is expressly agreed and understood that membership in the Club creates only a license in favor on the member and, as such, no property rights or vested rights of any kind, express or implied, are conferred for the benefit of any member by virtue of membership in the Club, except the license to use the facilities of the Club as long as the member is in good standing.

Section II Membership

2.1 Golf Memberships – There are four classes of Golf Memberships. All classes of memberships shall be available to residents and non-residents. The Club Owner may from time to time, impose transfer restrictions on all memberships in addition to those set forth in these Rules and Regulations. Golf Members, of any class, are limited in exercising their privileges as a Member, except further limited by these Rules and Regulations. All pricing is effective on a monthly basis starting the 1st of the month for the calendar year (January 1, 2014 - December 31, 2014). Each Golf Membership is an agreement for the year (2014). All Membership are required to have a valid credit card on file with the Club for continual billing of monthly dues. Any new membership starting mid-month may be pro-rated.

The classes of Golf Memberships are as follows:

2.2 Family Memberships – A Family membership entitles a person in whose name the membership is issued and such person's spouse and their children who are unmarried, under the age of 18 and who presently reside in the home of such person, to use the facilities of the Club.

2.3 Individual Membership – An individual membership entitles a single male or female adult, 18 years of age and older, to use the facilities of the Club.

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2.4 Membership Account – Each member of the Club will be issued an account number and the applicable membership class. Only the members and those eligible persons of a member’s family, depending on the class of membership purchased, may use the membership. A membership card is the property of the Club and is not transferable. Use of a membership card by any person who is not authorized to do so may result in an automatic suspension of all membership privileges for a period of 30 days. The membership card must be signed to be valid.

2.5 Guest Privileges – Any member may invite guests to use the Club facilities, subject to the Rules and Regulations, provided the member or guest pays the prevailing member/guest fees. The member must play with the guest in order to receive the member/guest fees.

2.6 Expulsion and Suspension – A member may be expelled from membership in the Club, or a member may be suspended, for any violation of the responsibilities and obligations of members set forth in Section IV hereof. Expulsion or suspension must be by action of the General Manager. Written notice of the proposed expulsion or suspension, together with a statement of the reasons therefore and a copy of the pertinent section of the Membership Rules and Regulations, shall be given to the member by the General Manager. If a hearing is requested, the General Manager will appoint a hearing committee, which shall after some hearings either confirm or reject the expulsion or suspension. The decision of the hearing committee is final. If no hearing is requested the expulsion or suspension is effective immediately once the member has been given the official written notice. If a hearing is requested, the expulsion or suspension is effective immediately after confirmation by the hearing committee.

2.7 Expulsion of a Member – Upon expulsion of a Member, the Club will NOT be obligated to redeem any monies. Upon expulsion, members must pay all existing balances on accounts within three days.

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Section III Responsibilities and Obligations of Members

3.1 Financial Obligations – Each member shall have the following financial responsibilities and obligations:

3.1.1 Membership Fee – A member shall pay the membership fee in full according to the terms of payment established by the Club Owner.

3.1.2 Dues – Monthly dues shall be payable as determined by the Club Owner. There may be different dues programs, such as a seven-day program, and a Monday through Friday program, each with a different dues structure.

3.2 Personal Liability – For each of the above financial obligations, a member is personally liable to the Club up to and including the date on which a membership is terminated, and is liable for such other sums as a member may become indebted to pay to the Club without regard to the termination of membership. All outstanding financial obligations shall constitute a lien upon the membership until such obligations are paid in full.

3.3 Limitations on Liability – Members will not be personally liable for the debts of the Club or for any losses of the Club.

3.4 Other Obligations – On becoming a member of the Club, each person agrees to be bound by the terms and provisions of the Membership Rules and Regulations promulgated from time to time by the General Manager.

3.5 Conduct of Members – Members shall at all times conduct themselves in a manner, which reflects the best interests of the Club. Conduct which is seriously detrimental to the best interests of the Club or its members shall be grounds for expulsion and or suspension.

3.6 All memberships are due the 1st of every month and late by the 5th and subject to a late fee***.

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Section IV

Amendment of Membership Rules & Regulations

4.1 Amendment – The membership Rules & Regulations may be repealed, amended or new rules and regulations may be enacted at any time by the Club Owner and take effect from the same date posted or distributed to the members.

Section V

Policies

5.1 Schedule of Services – The clubhouse will be open daily, except Christmas Day. The hours of service in the Legends Grill Room, men’s and women’s locker rooms, snack bar, and lounges shall be determined by the General Manager and posted on the Club’s bulletin boards. The General Manager may, from time to time, at his discretion, close the course to use by the members in order to conduct tournaments, team matches, special events, or golf course maintenance.

5.2 Conduct of Members – No member, non-member, or guest shall interfere with the management of the Club. The employees of the clubhouse, golf operation, and golf course maintenance are under the supervision of the respective department heads and no member or guest shall reprimand or discipline any such employee. All comments, suggestions, or complaints relating to the facilities service or employees of the Club shall be made in writing to the General Manager. Members, non-members, and guests shall at all times conduct themselves in a manner, which reflects the best interests of the Club. Conduct which is detrimental to the best interests of the Club or other members shall be grounds for expulsion and/or suspension.

5.3 Attire – Proper golf attire is required on the golf course and driving range at all times. Informal attire is permitted in the golf shop and grill room with the exception of tank tops, swimming trunks, or bathing suits. Steel spiked shoes are not permitted on the practice green or golf course.

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5.4 Golf Carts – The Club will maintain and provide a fleet of golf carts for members, non-members, and guests. A cart rental agreement must be signed before a cart can be released for use. Carts should be driven carefully. Only persons that are 18 years of age or older with a valid driver's license are allowed to operate a golf cart. By acceptance of the use of a cart, the operators of cart assume all responsibility for any damage caused to, or suffered by, any person or equipment arising out of the use of the cart. By acceptance of the use of the cart, the operator or operators thereof agree to indemnify the Club from and against any liability arising out of the operator's use of said cart.

5.5 Private Golf Carts – Club Members, in good standing, will be allowed to drive private carts on The Legends Golf Club property. Club Members must sign a waiver releasing The Legends Golf Club of any liability or damage caused by the Club Members' private golf carts while on The Legends Golf Club property.

5.6 Leave of Absence – A member may request and be granted a leave of absence. Such leave shall be for a maximum of one month. During the leave, the member's status will be inactive and no charges will be applied to the member account. Written notification must be presented, no later than 2 weeks prior to the leave of absence start date, attention to the Head Golf Professional. An administration fee** will be applied in order to reactive membership. If a leave is taken, and the member wishes to return to active status before the leave of absence has ended, the member shall pay all dues, which would have otherwise been paid during the period of the leave actually taken, before active status is granted.

5.6i Medical Leave - The Legends Golf Club understands that our members may, from time to time, develop medical conditions that require a physician's intervention. If the medical condition is severe enough that, in the opinion of the attending physician, playing golf is not allowed. The Club will allow the member to temporarily suspend his or her membership for the period recommended by the physician, if more than 14 days. Upon receipt of a letter from the physician, we will not charge the credit card account for the monthly membership dues. If and when the medical condition is resolved, we will again require a physician's letter stating the release date. The membership will once again become active and monthly charges will resume without any administration fee.

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5.7 Resignation – A Member may resign at any time upon providing Club Management with thirty (30) days prior written notice, but no resignation shall be effective until the date that the Member’s financial obligations to the Club have been settled. No refund or proration of any fees or dues will be made to any Member resigning from the Club. Resigning members remain liable for all dues and charges accrued up to the effective date of their resignation.

5.8 Upgrades/Downgrades in Membership Status – Requests for upgrades in a Member’s membership category, privileges, or charges must be made in writing. Club Management has the absolute right to approve or disapprove such a request. Approval may be subject to conditions including payment of applicable increases in Membership dues and the availability of a Membership in the requested category. Members shall be permitted to downgrade their membership category once during the life of the membership upon written request to the Club. Once a Member has downgraded, he or she shall not be permitted to upgrade his or her membership until at least twelve (12) months have passed, and only after the Member has paid all dues which he or she would have paid during the period of downgrade had the membership not been downgraded.

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Membership Fee Schedule

Monthly Dues

Weekday (Monday-Friday) Individual <u>Excluding course holidays</u>	\$305/month	*2014 agreement
Weekday (Monday-Friday) Family <u>Excluding course holidays</u>	\$405/month	*2014 agreement
7 Day Individual (Monday-Sunday) Including course holidays	\$380/month	*2014 agreement
7 Day Family (Monday-Sunday) Including course holidays	\$455/month	*2014 agreement

Membership Benefits

Individual Weekday Membership - This membership entitles the Member to unlimited golf with golf cart Monday-Friday. Holidays recognized by The Legends Golf Club will be excluded for Member play (see recognized Holiday list). Included with Membership is full access to The Legends practice facilities.

Family Weekday Membership - This membership entitles the Members to unlimited golf with golf cart Monday-Friday. Holidays recognized by The Legends Golf Club will be excluded for Member play (see recognized Holiday list). Included with Membership is full access to The Legends practice facilities.

Individual Membership (7 Day) - This membership entitles the Member to unlimited golf with golf cart 7 Days a week. Included with Membership is full access to The Legends practice facilities.

Family Membership (7 Day) - This membership entitles the Members to unlimited golf with golf cart 7 Days a week. Included with Membership is full access to The Legends practice facilities.

Practice Facilities - Includes a large practice putting green, pitching/chipping green with greenside bunker, large teeing area (grass and practice mats). Members are entitled to one medium bucket of balls per day based on active membership.

Preferred Member Guest Fees - Member guests (when playing with a Member) will receive a preferred discount on their green fees. Member Guest Fees may be subject to change. See current green fee pricing.

Preferred Tee Time Reservations - Members are entitled to book reservations (14) days in advance for up to (8) players.

Special Member Only Events - Members will be invited to play in "Member Only Events" throughout the year hosted by The Legends Golf Club. Fees may be applicable

* All Membership pricing is based on continual month to month billing agreement for the year 2014; beginning January 01, 2014 and ending December 31, 2014.

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2014 Rate Schedule

Effective January 1st, 2014

Weekdays

Monday-Friday

Includes Green Fee and Shared Cart

Regular Rate	\$ 55
Senior Rate/Member Guest	\$ 39
Mid-day	\$ 39
Twilight	\$ 29
Junior (Walking)	\$ 20
9 Hole Rate	\$ 25

Weekends

Saturday, Sunday, & Course Holidays

Includes Green Fee and Shared Cart

Regular Rate	\$ 65
Senior Rate/Member Guest	\$ 49
Mid-day	\$ 49
Twilight	\$ 39
Junior (Walking)	\$ 25
9 Hole Rate	\$ 39

Reservation Methods:

- *Internet reservations available up to 7 days in advance via www.thelegendsgc.com
- *Reservations available up to 7 days in advance directly with golf shop @ 951-694-9998
- *The Legends Golf Club membership may reserve tee times up to 14 days in advance.

**Green fee pricing and Twilight times are subject to change. Please confirm prices and times before you arrive at the golf course*

*** Administration fees \$50.00*

**** Late fee \$25.00*

~ All fees are subject to change at Clubs digression at any time.

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Golf Course Recognized Holidays for 2014

*During course recognized holidays, Weekday Members (Monday-Friday) may reserve tee times, but must pay the prevailing "Member Guest" weekend/holiday rate when registering in the golf shop. Members who belong to the 7 Day a week program, may reserve tee times and play at no additional charge.

*New Year's Day
January 1st, 2014

*Memorial Day
May 26th, 2014

*Independence Day
July 4th, 2014

*Labor Day
September 1st, 2014

*Veteran's Day
November 11th, 2014

*Thanksgiving (to include day after)
November 27th – 28th, 2014

*Christmas Eve
December 24th, 2014

*Christmas Day
December 25th, 2014 Closed

*Christmas/New Year's Holiday Week
December 26th 2014 – January 1st, 2015

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