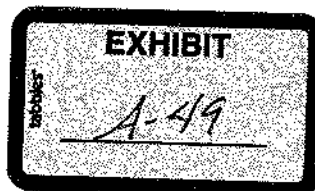




*Golf & Country Club*



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# HERITAGE RANCH GOLF & COUNTRY CLUB RULES AND REGULATIONS

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 task of enforcing these **Rules and Regulations** lies primarily in the hands of a carefully trained staff whose principal responsibility is to assure Club Members of all the courtesies, comforts and services to which they are entitled. It is the duty of the Club Membership to know its Rules and Regulations and to cooperate with Club Management and staff in the enforcement of these Rules and Regulations.

These Rules and Regulations are effective January 1, 2003 and are subject to change from time to time at the sole election of the Board of Directors (the "**HOA Board**") of The Homeowners Association of Heritage Ranch, Inc. (the "**Association**" or "**HOA**").

## ARTICLE I DEFINITIONS AND APPLICATION

### 1.1 THE CLUB

The "**Club**" refers to the Heritage Ranch Clubhouse, golf course, outdoor swimming pool, tennis courts, common areas and related facilities provided at Heritage Ranch Golf & Country Club located at 465 Scenic Ranch Circle, Fairview, Texas 75069. The "**Club Owner**" refers to the Association.

### 1.2 CLUB MANAGEMENT

The HOA Board has contracted with "**Club Management**" (Western Golf Properties, LLC) to manage the Club. "**Manager**" refers to the General Manager of the Club. Club Management has been delegated certain authority over affairs of the Club.

### 1.3 ADVISORY COMMITTEES

Advisory Committees have been and may be established to act in an advisory capacity only with regard to certain aspects of the operation of the Club. Such committees shall serve at the pleasure of the HOA Board and exercise only such powers and authority as the HOA Board may grant them from time to time. The number and term of office of members of the Advisory Committees shall be determined in the sole and absolute discretion of the HOA Board.

### 1.4 MEMBERSHIP

- (a) A "**Club Membership**" is the privilege by which persons enter into the Club for the exclusive purpose of using and enjoying the available facilities at the times, in the manner and subject to the terms and conditions set forth in these Rules & Regulations. A "**Club Member**" is the person obligated for the payment of all fees, dues, fines and charges and will include Members of the Association as described in the **Covenants, Conditions and Restrictions (CCR's)**. Club Members agree to be bound by these Rules & Regulations as presently enacted or hereafter amended. Amendments to the Rules & Regulations may be announced either by publication in the Club's newsletter, on the Association Web site or by posting at the Club. The Rules & Regulations as amended or supplemented will be maintained in the Manager's office and are available for review upon request.
- (b) Membership in the Club does not create any presumption that the facilities or services that are now or hereafter available will continue to be available.

Membership privileges should not be viewed as an investment, and no person obtaining membership privileges should expect to derive any economic benefits from membership in the Club. These Rules & Regulations, Application for Membership and other membership documents have not been reviewed nor endorsed by any federal or state authority.

- (c) Membership may be subject to disciplinary action, including fines, and or suspension, in accordance with these Rules & Regulations.
- (d) The HOA Board shall have the right to discontinue offering any categories of membership, to create additional categories or classes of membership from time to time conferring such rights and privileges and imposing such obligations as it deems appropriate, and to prescribe the qualifications and requirements for membership in any such class or category.

### **1.5 FEES, DUES, AND CHARGES**

- (a) All membership fees or deposits, transfer fees, fines, and miscellaneous charges and fees, whether paid annually, monthly or otherwise, shall be determined solely by the HOA Board. The HOA Board reserves the right to modify, change and add to these fees, deposits, dues, fines, and charges in its sole discretion. Membership in good standing is always conditioned upon prompt payment in full of all fees, deposits, dues, fines, and charges. A Club Member may be subject to disciplinary action for failure to meet his or her financial obligations to the Club as set forth in Article IV. The schedule of fees, deposits, fines, and charges in effect at any given time is available for review at the Association Manager's office.
- (b) Dues will be reviewed annually by the HOA Board with the assistance of Club Management. The amount of fees to be payable by Club Members may be set at any level deemed appropriate by the HOA Board. Fees will be payable either in advance annually, or on a monthly or quarterly basis. In the event a membership shall be prorated, the date of issuance of such membership will be based on the number of days remaining in the billing period.
- (c) Any amount due hereunder which is unpaid by a Member of the Association shall constitute a Special Individual Assessment against such Member pursuant to Section 5.6 of the Declaration and may be collected in the same manner as assessments levied under the Declaration.

### **1.6 MEMBERSHIP USE**

Membership entitles a Club Member, his or her spouse, and accompanied guests to use of the Club, provided all applicable fees, deposits, fines, and charges are timely paid.

### **1.7 APPLICABILITY OF RULES AND REGULATIONS**

These Rules & Regulations apply to all Club Members, Club Member's families, business designees, and guests.

### **1.8 NON-MEMBER USE OF CLUB**

The HOA Board shall have the right, from time to time, to allow non-members of the Club to use the facilities located at the Club during designated times, including non-member tournaments, banquets, weddings, private parties, and other functions.

### **1.9 GUEST PRIVILEGES**

All guests must be accompanied by a Club Member when utilizing the following activities: Indoor Pool, Outdoor Pool, Tennis Court, Billiards Room, Library/Computer Room and Fitness Room.

## **ARTICLE II PRIVILEGES AND CLASSIFICATIONS OF MEMBERSHIPS**

### **2.1 HOA FULL RECREATIONAL AMENITIES**

This membership entitles the Club Member and his or her spouse as specified in Section 1.6 to all privileges of the facility, swimming facilities, tennis facilities, walking trails, and Clubhouse except golf course and practice area, which require additional fees.

### **2.2 HOA FULL RECREATIONAL AMENITIES – PLUS GOLF PASS**

This membership entitles the Club Member and his or her spouse as specified in Section 1.6 to all the benefits of Section 2.1 plus access to the Golf Course through the purchase of annual greens fees with the option of purchasing annual trail and range fees.

## **ARTICLE III MEMBERSHIP POLICIES**

### **3.1 ELIGIBILITY**

All Homeowners in the Homeowners' Association of Heritage Ranch, Inc. are Club Members. Membership in the Club is limited to members of The Homeowners Association of Heritage Ranch, Inc. A person qualified for membership shall become a Club Member after (i) submitting an agreement to abide at all times by the Rules & Regulations as then enacted or thereafter amended; (ii) satisfactory completion of any period of provisional status that may be established; (iii) payment of, or satisfactory arrangement to pay, the initial fees and dues related to membership.

### **3.2 LEAVES OF ABSENCE**

Leaves of absence for all memberships are not permitted. There is no policy permitting inactive status.

### **3.3 RESIGNATION**

A Golf Member may resign at any time upon providing Club Management and the Association's Board of Directors with thirty (30) days prior written notice due to sale of home at Heritage Ranch and or doctors diagnosis of permanent disability to play golf, but no resignation shall be effective until the date (the "Effective Date") that the Member's financial obligations to the Club have been settled. No refund or proration of any deposits or fees will be made to any Club Member resigning from the Club. Resigning Golf Members remain liable for all dues and charges accrued up to the effective date of their resignation.

### **3.4 REPURCHASE**

(a) The HOA Board reserves the right to terminate any golf membership for any reason it deems is in the best interest of the Club by paying to the Club Member the then current Membership Deposit amount. The right of repurchase and buy-out may be exercised with or without the Club Member's permission and even if

the Club Member is in good standing and has paid all outstanding dues and charges.

- (b) If the HOA Board elects to repurchase the golf membership of a Club Member who has outstanding dues or charges, the Club shall have the right to offset such dues or charges against the amount to be paid to said Club Member.
- (c) Termination of a Member's golf membership will not terminate his or her recreational amenities membership in the Association.

## **ARTICLE IV PAYMENT OF DUES AND CHARGES**

### **4.1 STATEMENTS AND PAYMENTS**

Monthly statements are prepared on the last day of each month and normally mailed within three (3) to four (4) working days thereafter. Payment is due and must be received (not merely postmarked) by the 20<sup>th</sup> day of the following month. A one and one half percent (1.5%) late charge will be added to all outstanding balances not timely paid each month. Notwithstanding the foregoing, Club Management may, at any time, place any Member on a cash basis for any or all services otherwise provided for credit. Club Management may, at its election, require all members to keep an active major credit card number and billing information on file together with an authorization for Club Management to bill such credit card for purposes of collection of delinquent amounts pursuant to the provisions of Section 4.2 (b) below.

### **4.2 PAST DUE, DELINQUENCY**

- (a) 30-Days Past Due. If a Club Member's account becomes thirty (30) days past due, the Club Member will be notified by mail that his or her charging privileges may be or have been suspended.
- (b) 60-90 Days Past Due. Any Club Member whose account becomes sixty (60) days past due will be notified by certified mail that his or her membership privileges have been suspended and payment is due within ten (10) days. The Club Management may automatically bill to any Club Member's major credit card on file at the Club any Club Member's account which is more than sixty (60) days past due.
- (c) 90 Days Past Due. The Membership of any Club Member whose account is more than ninety (90) days delinquent will be notified by certified mail that his or her membership privileges have been suspended and that his or her membership will be revoked and forfeited to the Association if payment is not received within ten (10) days. Such forfeiture shall not prejudice or affect in any manner the right of the Association or Club Management to collect such delinquent indebtedness. The Club Management will automatically bill to any credit card of said Club Member on file at the Club any Club Member's account which is more than ninety (90) days past
- (d) Frequent Delinquency Revocation. The membership of any Club Member whose account becomes more than sixty (60) days past due three (3) times in any twelve (12) month period either consecutively or non-consecutively, may, at the HOA Board's election, be revoked and forfeited. Such forfeiture shall not prejudice or affect in any manner the right of the Association or Club Management to collect such delinquent indebtedness.

#### **4.3 RETURNED CHECKS**

All Club Members shall be charged an additional thirty-five (\$35.00) dollars on their statement for any checks returned from the bank for insufficient funds or the Association's or Club Management's actual cost of recovery, whichever is greater.

#### **4.4 CREDITING OF ACCOUNT**

Club Members with any questions regarding charges on their statement should contact the Club Management's accounting office. All bills must be paid in full, and any credits due to the Club Member will be credited on the following month's statement. Under no circumstances may a Club Member adjust his or her own account. A credit may never be taken against any initiation fee or deposit.

#### **4.5 FOOD CHARGES**

All food and beverage charges are subject to a service charge and to applicable sales tax. The HOA Board may, in its sole discretion, impose a minimum monthly, quarterly, semiannual or annual charge for food and beverage purchases at the Club. The HOA Board may, from time to time, increase or decrease the minimum charge as it deems necessary or advisable.

### **ARTICLE V INFRACTIONS AND DISCIPLINE**

#### **5.1 VIOLATIONS**

Any Club Member may, for cause, be suspended or other appropriate action may be taken specifically including, but not limited to "infraction of the By-Laws and Rules & Regulations" fines or reprimands by the affirmative vote of two-thirds (2/3) of the HOA Board. The term "cause" for the purpose of this paragraph shall include, but not be limited to, disorderly conduct at the Club, conduct endangering the good order, welfare or character of the Club, or generally engaging in any conduct deemed to be unethical or unbecoming a lady or gentleman.

#### **5.2 FINEABLE OFFENSES**

Any Club Member who commits any of the following offenses shall be subject to a fine, which shall be added to the Club Member's monthly statement following notice and an opportunity to be heard. The amount of the fine shall be determined and established by the Board. Failure to pay the fine and satisfy the Club Member's obligation in full may lead to a further fine and suspension. Club Members may also be fined if any of the Club Member's family or their guests commits any of the following violations:

- (a) Failure to register a golf guest (fine plus applicable guest fees)
- (b) Failure to comply with Rules and Regulations governing the proper use of golf carts.
- (c) Deliberate abuse of any item of the Club (fine plus cost of repairing or replacing the property if necessary)
- (d) Without the Manager's prior permission, bring food and beverages, other than water, that is not purchased from the Association or Club Management, into the Club.
- (e) Members or guests conducting themselves in a manner which interferes with other Member's or their guests' enjoyment of the Club.
- (f) Obnoxious or abusive language, rude or boisterous behavior towards Members, Guests, or Staff.

- (g) Failure to comply with CC&Rs or the Rules and Regulations of the Homeowners Association of Heritage Ranch, Inc.

### **5.3 SUSPENSION**

- (a) Management and the HOA Board shall at times have the absolute right, following notice and an opportunity to be heard, to suspend for a definite or indefinite time the membership privileges of any Club Member who Management or HOA Board finds has violated any rule, regulation or policy established by the HOA Board, or whose behavior is disruptive to the operation of the Club. The prior imposition of a fine is not a necessary prerequisite to suspension.
- (b) A suspended Member shall be required to pay monthly dues during the period of suspension. Management and the Board may lift a suspension, in its sole discretion, upon receipt of evidence that any wrongs committed have been redressed and any offensive behavior will not be repeated.

### **5.4 PROCEDURE FOR IMPOSING FINES OR SUSPENSIONS**

Management or the Board shall prepare a written notice within thirty (30) days of an infraction, describing the violation, noting all parties involved, and specifying the penalty established by the Board. This notice shall be mailed to the Club Member and a copy of the notice shall be placed in the Club Member's files.

### **5.5 HEARING FOLLOWING SUSPENSION**

- (a) A Member whose membership is suspended may request a review hearing to be held before Management and the HOA Board. The Member's request for a hearing must be delivered to Management or the HOA Board not more than thirty (30) days following the Club Member's receipt of the notice of suspension.
- (b) The review hearing will be conducted within thirty (30) days from the date that a Member's request for hearing is delivered to Management or the HOA Board. The Member may attend in person or by representative. Following the hearing, the Manager or designated representative of Management will make a decision, which shall be final and binding.

### **5.6 REVOCATION OF GOLF MEMBERSHIP**

A Golf Membership may be revoked and the rights of any person or persons entitled to privileges under that membership may be terminated for any of the following reasons:

- (a) Commission of any felony or misdemeanor theft at the club.
- (b) Ninety (90) days delinquency or frequent delinquency.
- (c) Willful destruction of the Club or staff property, as well as Club Member or guest property.
- (d) Physical or gross verbal abuse of staff, Club Members or guests.
- (e) Continued and repeated violations of these Rules and Regulations.
- (f) Conduct injurious to the reputation of the Club or its Members.
- (g) Conduct which seriously detracts from Management's absolute right to manage the Club and preserve its financial integrity.
- (h) Following a suspension, if a Club Member again violates the rule or policy that led to the previous suspension within six (6) months of the infraction.

### **5.7 PROCEDURE FOR REVOCATION OF GOLF MEMBERSHIP**

Management will prepare a written notice of revocation, which shall be delivered by certified mail to the Club Member whose Club Membership has been terminated. Upon revocation, all past membership deposits and monthly dues paid by the Club



Member shall be forfeited to the Club, and the Club Member shall thereafter have no rights or privileges. Revocation shall not prejudice or affect in any manner the right of the Association or Management to collect any delinquent indebtedness.

## **ARTICLE VI CLUBHOUSE AND GROUNDS RULES AND REGULATIONS**

### **6.1 HOURS OF OPERATION**

The schedule of operation for the various facilities within the Club shall be published in the Club newsletter, on the HOA Website, or posted at the Club, but is subject to change to accommodate special events. The entire Club, including the golf course, tennis courts, and swimming facilities, will be closed on December 25<sup>th</sup> and January 1<sup>st</sup>. The schedule of operation is also subject to change due to weather conditions, special events, maintenance procedures or other Club matters.

### **6.2 SPECIAL FUNCTIONS**

Club Management shall endeavor to publish all special Member, or non-member, functions in the Club newsletter or to post such functions at the Club, including dinner dances, banquets and special social functions.

### **6.3 MEMBERSHIP NUMBERS**

Each Member will be issued a membership number.

### **6.4 CHARGING PRIVILEGES**

Purchases of merchandise, food and beverages, and services may be charged to the Member's billing account or paid in cash at the time of services rendered. Club Management reserves the right to suspend or place limits upon a Member's charging privileges or require a deposit from a Member.

### **6.5 GUESTS**

Members may bring guests to the Club at any time and are subject to such rules and policies as established by Club Management, including the payment of applicable guest fees. Members are responsible for the conduct of, and all obligations and debts incurred by, and any damage caused by, their guests. Guests playing golf must be accompanied by a Club Member to receive the Club Member's guest rate. Club Management, in its sole discretion, may deny guest privileges to any individual.

### **6.6 MINORS**

- (a) Any child under the age of nineteen (19) years is considered a minor for the purpose of these Rules and Regulations.
- (b) Member parents, grandparents, or guardians of minors are directly responsible for the actions of their minor children, grandchildren, and guests' children. In the event of violations of these Rules and Regulations or other policies by minors, restrictions may be imposed on family use of the Club.
- (c) Alcoholic beverages may not be sold to any person under the age of twenty-one (21).
- (d) All guests, including minors, must be accompanied and supervised by an adult Club Member at all times, except when properly qualified and enrolled in any junior program.
- (e) Use of the Club by minors may be limited or restricted.

## 6.7 PROPER CONDUCT

Club Members are to conduct themselves in a manner which will not interfere with other Club Members' or their guests' enjoyment of the Club. Obnoxious or abusive language and rude or boisterous behavior is prohibited.

## 6.8 REPORTING INJURIES

Any injury to persons or damage to property should be reported immediately to the Club Manager or other responsible staff member.

## 6.9 DRESS CODE

Members are responsible for seeing that their guests and families conform to the dress code. **Club Management reserves the right to refuse Corral Grill, Outpost or Golf privileges to anyone it determines to be in violation of the dress code.**

- (a) **Golf** – Shirts must be worn at all times on the course and within the social area of the Club. Men's and boy's shirts must have collars or mock neck. Shorts must be of Bermuda-length or a style specifically designed for golf. Golf or soft soled shoes must be worn on the course at all times. Ladies' and girl's sleeveless tops must have a collar. A collar is optional on tops with sleeves. All the following types of clothing are prohibited on the golf course: denim pants or shorts, short shorts, cutoffs, running shorts, tennis length skirts, t-shirts, tank tops and sweatshirts.
- (b) **Tennis** – Members and accompanied guests must wear appropriate attire in styles specifically designed for tennis at all times while using the tennis facilities. No black-sole shoes of any type are permitted on the tennis courts.
- (c) **Swimming** – Only proper swimming attire is permitted in the pool areas. Cutoffs are prohibited. Adults may wear street clothes with rubber soled shoes when they are present to supervise their guests. Wet bathing suits are not permitted outside the pool areas. No golf clubs, golf balls or other non-swimming equipment is allowed in the pool area.
- (d) **Corral Grill (Recommended) -**

### Before 4pm Monday-Saturday

- A relaxed dress code will be in place
- Shirts and shoes are required for all members and guests
- Muscle tanks, short shorts and cut offs are not allowed

### After 4pm Monday-Saturday and all day Sunday

Casual attire is appropriate in the Corral Grill such as the following:

#### Men –

- Collared shirts, turtleneck, or mock turtleneck shirts
- Non-printed sweatshirts and wind shirts over collared, mock or turtlenecks shirts
- Slacks, shorts, denim slacks/shorts, and coordinated workout suits  
T-shirts, printed or plain, t-shirt tanks, Henleys and sweatshirts are not allowed.

#### Ladies – The following items are considered as appropriate

- Fashion knit tops, sleeveless or strapless tops and dresses
- Non-printed sweatshirts and wind shirts over collared, mock, or turtleneck tops

- Slacks, shorts, skirts, denim and coordinated workout suits

T-shirts printed or plain, t-shirt tanks, short shorts, cut offs, tennis skirts or sweatpants are not allowed.

**Boys and Girls 12 years** of age and under have a relaxed dress code but are required to wear shirts and shoes

Persons wearing bathing suits must be covered up at all times when entering the building and are not allowed in the Grill at any time. The only exception is for persons entering the building to use the bathrooms adjacent to the outdoor pool.

Dress restrictions in the Corral Grill may be imposed or waived for specifically designated special events.

(e) **The Outpost -**

- A relaxed dress code will be in place.
- Shirts and shoes are required for all members and guests
- No muscle tanks, short shorts or cut offs are permitted

Members are responsible for requesting their guests to conform to the dress code. **Club Management reserves the right to refuse Corral Grill or Outpost privileges to anyone it determines to be in violation of the dress code.**

#### **6.10 LOCKERS**

- (a) Lockers situated in the men's and ladies' restrooms will be used on a first-come, first-serve basis.
- (b) Members specifically agree that the Owner of the Club, Club Management, and their agents are hereby held harmless against, and are not responsible for, any losses, damages or claims which may arise from the Member's use of said lockers.

#### **6.11 FITNESS CENTER**

- (a) Club Members may have no more than 1 guest in the Fitness Room at one time.
- (b) Club Members will have preference to all fitness equipment before member's guests if the facility is crowded.

#### **6.12 GRATUITIES**

A service charge of 20% is added to all food and beverage checks for parties of (8) or more and large banquets and events. Tipping of Club personnel is permitted when special or individual services are provided.

#### **6.13 COMPLAINTS**

Employees are to be treated in a courteous and considerate manner. No employee shall be reprimanded in any way by a Member. Any complaints regarding service rendered by Club personnel must be made to the Manager. Depending upon the severity of the complaint, Club Management may require the Member to make the complaint in writing along with the complaining Member's signature. Members are requested to report misbehavior or violations of rules or laws committed by employees, other Members or guests to the Manager, and all violations will be subject to appropriate disciplinary action.

#### **6.14 PARKING**

All Members must drive and park motor vehicles in accordance with applicable laws and posted regulations. Members drive and park their motor vehicles at the club at their own risk. The Association of the Club, Club Management and their employees and agents are hereby held harmless against and are not responsible for any loss or damage to Member motor vehicles or any contents thereof while being driven or parked at the Club. Parking is permitted in designated areas only. Overnight parking is prohibited.

#### **6.15 ANIMALS**

With the exception of Seeing Eye dogs, pets or other animals are not permitted anywhere at the Club at any time, regardless of whether they are on a leash or unattended.

#### **6.16 PRIVATE CART REGISTRATION AND REQUIREMENTS**

Golf carts must be registered annually by January 31 each year. The golf cart must, at all times, be under the control of a person who possesses a valid automobile driver's license. Golf carts shall only be operated during daylight hours unless the golf cart has headlights and tail lights installed and used at night. Golf carts shall be battery powered and be 4-wheeled vehicles. Golf cart owners shall sign a release of liability, holding the Association harmless as a result of any loss or damage relating to the owner's operation of the golf cart. Golf cart owners are required to provide proof of liability insurance with a combined single limit of at least \$100,000 per occurrence for bodily personal injury, including death and property damage coverage.

#### **6.17 NON-GOLF USAGE OF COURSE**

Residents who are not playing golf or residents who are walking, jogging or riding bicycles may use the golf course paths at their own risk only under the following guidelines:

- On days the golf course is closed
- Before 8:30 A.M. on the back nine -- Excluding Tuesdays due to the use of Double Tees (holes 10-18; ponds/lakes on holes #12 and #14)
- Fishing allowed 90 minutes before sunset on the front nine (holes 1-9; lakes/ponds in holes #2 and #5 & #6)
- After dark any time

Golfers have priority at all times. Non-golfers must exit the golf course if golfers are playing. Marshals will be used to monitor and enforce this policy. Both golfers and non-golfers must comply with the marshals.

### **ARTICLE VII GOLF**

#### **7 GENERAL**

- (a) Golf rules, regulations, procedures, and policies may be established from time to time by Club Management and will be available in the golf shop. Such rules, regulations, procedures, and policies shall supplement these Rules and Regulations.
- (b) Every player must adhere to the Club's posted policy with respect to shoe wear, as the Club is a preferred spike less facility. Every player must also have a set of golf clubs and a golf bag.

- (c) Members are required to familiarize themselves, their family and their guests with the rules and etiquette of golf as outlined in the United States Golf Association (USGA) handbook. Failure to abide by USGA rules is considered a violation of these Rules and Regulations.
- (d) Under no circumstances shall any member commence play from his or her own residence. All players shall register in the golf shop prior to playing.
- (e) Members and their guests are not allowed on the golf course property unless they have registered in the golf shop prior to playing nine (9) or eighteen (18) holes. Walking, jogging and other activities must be conducted on designated trails and walking paths in accordance to the requirements of Section 7 of Appendix III, Annual Golf Pass/Trail Pass & Heritage Ranch Golf & Country Club Golf Rules.
- (f) Golf – Shirts must be worn at all times on the course and within the social area of the Club. Men’s and boy’s shirts must have collars or mock neck. Shorts must be of Bermuda-length or a style specifically designed for golf. Golf or soft soled shoes must be worn on the course at all times. Ladies’ and girls’ sleeveless tops must have a collar. A collar is optional on tops with sleeves. All the following types of clothing are prohibited on the golf course: denim pants or shorts, short shorts, cutoffs, running shorts, tennis length skirts, t-shirts, tank tops and sweatshirts. **Club Management reserves the right to refuse Golf privileges to anyone it determines to be in violation of the dress code.**

## ARTICLE VIII TENNIS RULES & REGULATIONS

The following rules, regulations, and etiquette should be observed by residents and their guests at all times for the maximum enjoyment of everyone.

The General Manager shall have full charge of the tennis facility and shall be the final onsite authority as to interpretation of enforcement of the following rules.

### 8.1 GENERAL

- (a) Court times may be reserved for Members and their guests up to one (1) week in advance. In the case of any Heritage Ranch league teams, home court matches may be booked in advance of each season, provided the court times do not conflict with scheduled open play times or events established by the Heritage Ranch Tennis Association.
- (b) Court time usage will be booked in two (2) hour time slots. Members may book court times by calling the Golf Shop or may do so in person.
- (c) Nonresident tennis playing guests must be accompanied by a member when on the courts.
- (d) The member will be responsible for the observation of court etiquette by their guest as well as themselves.
- (e) Members and accompanied guests must wear appropriate attire in styles specifically designed for tennis at all times while using the tennis facilities. No black-sole shoes of any type are permitted on the tennis courts.

### 8.2 COURT USAGE ETIQUETTE

- (a) Courts will be used by members and their accompanied guests for tennis activities only.
- (b) The HOA Board may approve other activities for court usage at their discretion.
- (c) No food or beverages other than water or sports drinks are permitted on the courts.

- (d) Trash should be placed in proper receptacles on or around the courts.
- (e) No smoking on the courts.
- (f) Dress Code: Appropriate tennis attire must be worn at all times. (appropriate tops & bottoms)
- (g) Only tennis shoes are permitted on court surface.
- (h) All players should leave the courts promptly when their reserved court time expires if others are waiting for the courts.
- (i) Courtesy and consideration should be observed at all times. Players and spectators should not walk behind the baseline while play is in progress.

Violations of the above rules and etiquette should be brought to the attention of the Golf Shop.

### **8.3 RULES FOR RESERVING COURT TIME**

Scheduling preference will be given to court time in the following order:  
 Special events approved by the Heritage Ranch Tennis Association, Heritage Ranch Scheduled Open Play, Social Tennis, League Play, Doubles, Singles, Ball Machine.

All players must observe the rules for reserving court times.

### **8.4 SOCIAL PLAY TIME**

Defined as: any time the courts are not reserved for special events, scheduled open play or leagues.

- (a) The Tennis Association has the responsibility for format and posting of the special events. (Special events shall be booked more than 1 week in advance, as to not interfere with previous member bookings)
- (b) Reservations take preference over non-reservation participants.
- (c) No court will be reserved for more than two (2) hours, except for special events and league play.
- (d) The Tennis Association will monitor the reservation rules for violations of extended reservation time or multiple "prime time" bookings.
- (e) Courts may be reserved up to one week in advance for social play, with the exception of the scheduled open play times and the league home matches which may be booked in advance of each season in accordance with Section 8.1. The Tennis Association may book special events up to 6 months in advance.
- (f) Any court not in use within 15 minutes of the scheduled start time will be deemed open.

### **8.5 PRIME TIME TENNIS**

Defined as: court times between 6:30 a.m. and 11:00 a.m.

- (a) Court sign up for a subsequent "prime time" can only be made after completed play for the current prime time.
- (b) Doubles take scheduling preference over singles.

### **8.6 SCHEDULED OPEN PLAY TENNIS TIME**

Defined as: a two hour period within the "prime time" designed for all Heritage Ranch men and/or women to play tennis in a doubles format with equal playing time for all participants.

- (a) Times reserved for scheduled open play will be set by the Tennis Association and published in Heritage Ranch Newsletter as well as posted on the Tennis Association website.

- (b) One court will be available for homeowner reservation for "social tennis", including during reserved "scheduled open" play or league play times.
- (c) Should any court reserved for "scheduled open tennis" not be occupied by the "scheduled open tennis" players within 15 minutes after the beginning of the designated "scheduled open tennis" time, the court shall be deemed open.

The HOA Board adopted the above rules with the endorsement of the Tennis Association. Penalty for violation of these rules will be determined by the HOA Board.

All Rules are subject to change at any time, as events dictate, at the sole discretion of the General Manager with approval of the HOA Board. Revisions when they occur will be posted on the Tennis Association Website or published in the Tennis Association Newsletter. A complete set of Heritage Ranch Golf & Country Club Rules and Regulations, as revised from time to time, will be available for inspection at the Club Reception Desk.

## **ARTICLE IX OUTDOOR SWIMMING POOL**

### **9.1 POOL ACCESS**

No person may enter the swimming pool areas except when the pool is open for use according to the posted schedule. All guests must be accompanied by a member. No lifeguard is on duty. Persons who use the pool do so at their own risk. Swimmers must leave the water upon request of Club Management.

### **9.2 GENERAL**

- (a) The Outdoor pool may be closed for special activities and functions at the discretion of the HOA Board or Management.
- (b) The Outdoor Pool has limited access for minor guests. Minor guest allocated swim times will be posted at the pool.
- (c) Guests must be accompanied by a Club Member. Club Members may have no more than 4 guests at the Outdoor Pool at one time.
- (d) Member's minor guests must be potty trained to enter the pool. No diapers or swim diapers are allowed in the pool.
- (e) Trash must be disposed of properly.

### **9.3 DRESS CODE**

Swimming – Only proper swimming attire is permitted in the pool area. Cutoffs are prohibited. Adults may wear street clothes with rubber soled shoes when they are present to supervise their guests. Golf shoes are not permitted in the pool area. Wet bathing suits are not permitted outside the pool area, with the exception of the bathrooms located next to the outdoor pool area. Bathing caps are optional. No golf clubs, golf balls or other non-swimming equipment is allowed in the pool area.

### **9.4 CHILDREN**

All guests, including minors, must be accompanied by a Club Member at all times when in the pool area. Members or adult guests must supervise minor guests at all times.

## **9.5 ILLNESS, MEDICAL CONDITIONS**

- (a) Persons are not permitted in the pool if they have a cold, cough, fever, and infection of any kind, inflamed eye(s), skin rashes, or are wearing bandages.
- (b) Persons with physical or neurological disabilities, or a responsible adult accompanying that person, must advise Club Management of such conditions.

## **9.6 PROHIBITED ACTIVITIES**

- (a) Running, wrestling, pushing, dunking, "rough-housing" and towel-snapping are not permitted anywhere in the pool area, including the locker rooms.
- (b) Food and beverages may be consumed only in designated areas and may not be taken into the pool.
- (c) Excluding bottled water, all food and beverages consumed in the pool area must be purchased from the Club.
- (d) Gum chewing and tobacco are not permitted anywhere in the pool area.
- (e) All trash is to be placed in the containers provided.
- (f) Pets are not allowed in the pool.
- (g) Glass containers are not allowed inside the pool gates.
- (h) Pool gates cannot be propped open and must remain closed at all times.

## **9.7 SWIMMING RULES**

All persons using the swimming pools must abide by the pool safety rules as posted in the pool area.

## **9.8 SUPERVISION OF PLAY**

Club Management has the responsibility for supervision and control of all matters relating to the swimming facilities. Club Management may refuse privileges to anyone who, in his or her judgment, violates the swimming pool rules.

# **ARTICLE X FOOD AND BEVERAGE**

## **10.1 SERVICE HOURS**

The service hours of the different food and beverage departments will be published in the Club's newsletter or posted on the HOA Website or at the Club.

## **10.2 MEMBER RESTRICTIONS**

- (a) Members are not permitted in the kitchen or other "back of the house" areas.
- (b) Members may not bring food or beverages into the Club that are not purchased at the Club unless the Member has obtained the prior permission of the Manager.

## **10.3 BANQUETS AND SPECIAL FUNCTIONS**

- (a) The Food and Beverage Director and/or Sales Manager should be contacted for information and reservations regarding banquets and special functions. All functions whether an outside event or a Member function will be posted in the Club's newsletter, on the HOA Website or at the Club.
- (b) All member and non-member reservations for banquets and special functions require a signed contract and a deposit payment.
- (c) Available dates must be reserved as soon as possible, but no later than ten (10) working days prior to the available date.



- (d) The number of guests must be guaranteed three (3) working days before the function date.
- (e) The food and beverage staff will prepare five percent (5%) more than the guaranteed quantity in case of extra attendance. The hosting Member is required to pay the costs for the guaranteed quantity as well as the cost of any additional service rendered above this quantity. Payment must be made in full in cash or by check no later than the day of the function and may not be charged to a Member's account.

#### **10.4 LIQUOR**

Liquor law violations are not permitted at the Club. It is illegal for any person to bring alcoholic beverages onto Club property for the purpose of consumption or storage. It is also illegal to remove alcoholic beverages from the Club. Club Management and Club employees may refuse to serve alcoholic beverages to any person who appears to be intoxicated. Minors may not purchase or consume alcoholic beverages anywhere at the Club.

#### **10.5 SUPERVISION OF FOOD AND BEVERAGE AREAS**

The Food and Beverage Director, acting under the supervision of the Club Manager, has the responsibility for supervision and control of all matters relating to the food and beverage department. The F&B Director may refuse privileges to anyone who, in his or her judgment, violates the applicable Rules and Regulations, etiquette or dress code. Responsibility for such supervision may be delegated.

### **ARTICLE XI MISCELLANEOUS**

#### **11.1 BINDING EFFECT; INDEMNIFICATION**

In consideration of the rights and privileges of membership, each Club Member agrees, on his or her own behalf and on behalf of his or her family and guests, to be bound by these Rules and Regulations. Furthermore, each Club Member agrees to hold the Association of the Club, Club Management, Manager and their employees and agents harmless, to indemnify said parties, and to provide a defense by counsel of Club Management's choosing from any claim, liability, damage, or loss which results from or is connected with any violation of these Rules and Regulations by the Club Member or his or her family or guests, any use of the Club by the Club Member or his or her family or guests, or any dispute arising in any manner from membership.

#### **11.2 RELEASE AND DISCLAIMER**

While using the Club or participating in Club events, whether at or off the Club, Club Members and their family and guests are charged with the responsibility of using proper judgment and caution at all times. The Association of the Club, Club Management, the Manager and their employees and agents do not assume any liability for injuries caused to or incurred by any Club Member or his or her family or guests or for damage to or loss of property resulting from the use of the Club. Consequently, any Club Member, guest or other person who uses or accepts the use of the Club or service, or engages in any athletic contest, exercise or other activity, either at or off the Club, does so at his or her own risk and shall defend, indemnify, and hold harmless the Association of the Club, Club Management, the Manager and their employees and agents harmless from any injury, damage, claim, loss, or liability

resulting from such use or engagement. Each Club Member agrees to release the Association of the Club, Club Management, the Manager and their employees and agents and waives any cause of action which a Club Member, or any one claiming by, or through said Club Member might now or hereafter have against said parties due to injuries caused to or incurred by any Member or his or her family or guests or for damage to or loss of property resulting from their use of the Club.

Club Members are required to sign the *Recreational Amenities Use Agreement* prior to using any amenities provided at Heritage Ranch.

### **11.3 PERSONAL PROPERTY**

Each Club Member and his or her family and guests are responsible for their own personal property. Club Management is not responsible for lost property or articles stolen from anywhere at the Club and specifically disclaims any such responsibility. Property left by any person at the Club and not claimed within thirty (30) days may be disposed of without notice. No bailment is intended nor created by the preceding sentence.

### **11.4 LIABILITY FOR DAMAGE OR INJURY**

- (a) Each Club Member is responsible for any damage to the Club or property caused by the Club Member, his or her family or guests, and such Club Member shall promptly reimburse Club Management for all costs and expenses incurred to repair or replace such damage to the facility or property.
- (b) Persons playing on the golf course are expected to respect the rights of persons owning property adjacent to the golf course. Personal injury or property damage caused by a golf ball entering onto adjacent land is the sole responsibility of the golfer striking the ball. Neither the Owner of the Club or Club Management shall be responsible for such injury or damage. In the event of such injury or damage, the Club Member shall attempt to contact the land owner or resident at the time of the incident and also report the incident to the golf shop upon completion of play or sooner as the situation may warrant. Failure to do so will constitute a violation of these Rules and Regulations and may be grounds for disciplinary action.
- (c) Persons playing golf and/or using golf carts on the golf course are responsible for any injury which may result from their conduct. Neither the Association of the Club or Club Management shall be responsible for injuries which may result from errant balls or cart accidents or other conduct or persons using the golf course. In the event a Club Member causes such injury, the Club Member shall immediately contact the injured party and take responsibility for the incident and shall also report the matter to the golf shop upon completion of play or sooner as the situation may warrant. Failure to do so will constitute a violation of these Rules and Regulations and may be grounds for disciplinary action.

### **11.5 RECOVERY OF DAMAGES OR DUES**

If it is required to turn a Club Member's account over to a collection agency or institute legal action to collect any dues or charges owed by a Club Member, or to enforce any provision of these Rules and Regulations against a Club Member, the Club Member agrees he or she shall be responsible for all costs of collection, including, without limitation, reasonable attorney's fees incurred and court costs.

### **11.6 NO AGENCY**

No Club Member or any other person participating in the activities of any association, club or committee shall have authority, express or implied, to act on behalf of or as an agent for the Association of the Club, Club Management or General Manager.

### **11.7 ASSOCIATIONS**

Club Members, at their own election, may organize golf or social associations, clubs or committees. Club Management does not assume any responsibility, nor accept or incur any liability, for the activity of any such association, club or committee. No rules or policies of such association or committees may be contrary to or conflict with these Rules and Regulations or the policies in place.

### **11.8 ENTIRE AGREEMENT; AMENDMENT**

Each membership incorporates these Rules and Regulations. The membership application form signed by each Club Member and these Rules and Regulations, as presently enacted or hereafter amended, constitute the entire agreement between each Club Member and Club Management. These Rules and Regulations may be modified, amended, changed, altered or repealed at any time at Club Management's sole discretion, and may be supplemented by the publication of appropriate information in the Club's newsletter or by posting on the HOA Website or at the Club.

### **11.9 NOTICE**

- (a) Any notice to be given by Club Management to a Club Member may be mailed or otherwise delivered to that Club Member at the address which the Club Member lists on the application for membership, unless that address has subsequently been changed by written notice delivered to Club Management as provided for in this section. Notice to a Club Member is effective at the time of personal delivery or, if mailed, on the first regular mail delivery day at least three (3) days after the notice is mailed, postage-prepaid, whether accepted or not.
- (b) Any notice to be given by a Club Member to the Club may be mailed or otherwise delivered at that address listed in Section 1.1, or such other address as subsequently designated by notice delivered to the membership as provided for in this Section. Any notice is effective upon its receipt.

### **11.10 WAIVER**

No obligation of a Club Member shall be deemed to have been waived unless such waiver has been given in writing by Club Management. Club Management's failure to strictly enforce these Rules and Regulations or to fail to act in the event of a breach by a Club Member of his or her obligations under these Rules and Regulations shall not be construed as a waiver of a subsequent breach of the same or different obligation.

### **11.11 CUMULATIVE REMEDIES**


All remedies shall be cumulative and no one of them will be exclusive of the other. Club Management shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law or in equity, whether or not stated in these Rules and Regulations.

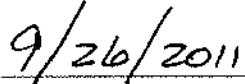
### **11.12 CONVEYANCE OF OWNER'S OR MANAGEMENT'S INTEREST**

Unless otherwise provided in the Declaration, the Association and Manager shall have the absolute right to assign, transfer, sell or convey their respective interests in the Club and these Rules and Regulations. Upon the conveyance, whether by

assignment, sale or other form of transfer of Association's or Club Management's interest in the Club and the operation thereof, the party conveying its interest shall be relieved of all of its covenants and obligations contained in these Rules and Regulations and any liability arising out of any act, or occurrence or omission occurring after the date of such conveyance.

Approved by the Heritage Ranch HOA Board of Directors September 26, 2011:

  
\_\_\_\_\_  
Charlie Henkle, President

  
\_\_\_\_\_  
Date

**HERITAGE RANCH GOLF & COUNTRY CLUB  
RECEIPT OF RULES AND REGULATIONS**

**No person is authorized at any time to make any representations or to provide any information with regard to the Club, its organization and operation or the memberships which is not contained in these Rules and Regulations or the Application for Membership. If you receive any representation or information other than what is written in these documents it must not be relied upon as having been authorized by the Club. Please notify the Manager should you receive any such representations.**

The undersigned acknowledges having received, read, and understood **Revision B**, Rules and Regulations of Heritage Ranch Golf & Country Club. The undersigned hereby agrees to be bound by the terms of these Rules and Regulations as they may be amended by Club Management from time to time.

Date: \_\_\_\_\_

Club Number: \_\_\_\_\_

Address: \_\_\_\_\_

Primary Member's Signature:

\_\_\_\_\_

(Print Name) \_\_\_\_\_

Alternate Member's Signature:

\_\_\_\_\_

(Print Name) \_\_\_\_\_

## APPENDIX 1

### HERITAGE RANCH GOLF & COUNTRY CLUB CLUBHOUSE & RECREATIONAL AMENITY HOURS OF OPERATION

The Main Club Number is (972) 886-4700

The Golf Shop number for tee times is (972) 886-4700 ext. 106, or online bookings may be reserved at [www.heritageranchgolf.com](http://www.heritageranchgolf.com).

The Manager of the Club, or their designee, shall have full and complete charge of the clubhouse and grounds at all times.

#### Hours of Operation:

##### **CORRAL GRILL**

- A. The hours of operation for the Corral Grill will be posted in the clubhouse, Club's newsletter or on the HOA Web site.
- B. The Corral Grill may be closed at other times for special activities and private parties.

##### **HERITAGE BALLROOM**

- A. The hours of operation for the Heritage Ballroom will be posted in the Clubhouse.
- B. The Heritage Ballroom may be partitioned or closed for special activities, functions and private parties.

##### **LIBRARY**

- A. The Library will be open to Club Members and their accompanied guests from 7:00 AM to 10:00 PM year round.
- B. The Library may be reserved for HOA Fine Dining and other approved events; otherwise no food and beverage is permitted.

##### **ELM ARTS AND CRAFTS ROOM**

- A. The Elm Arts and Crafts Room will be open to Club Members and their accompanied guests from 7:00 AM to 10:00 PM year round.
- B. The Elm Arts and Crafts Room may be partitioned or closed for special activities and functions.

##### **OAK BILLARDS & CARD ROOM**

- A. The Oak Billiards & Card Room will be open to Club Members and their accompanied guests from 7:00 AM to 10:00 PM year round.
- B. The Oak Billiards & Card Room may be partitioned or closed for special activities and functions.

##### **THE OUTPOST**

- A. The Outpost will be open to Club Members and their guests from 7:00 AM to 10:00 PM.
- B. Food and Beverage service will be from 11 AM – 8 PM during daylight savings and 11 AM – 6 PM when daylight savings ends. Food & Beverage service hours are subject to change.
- C. The Outpost may be closed for special activities and functions.

**GOLF SHOP**

The Golf Shop will be open from:  
6:00 AM to 8:00 PM March - October,  
6:00 AM to 6:00 PM November – February  
(Hours of operation may vary depending on seasons and weather)

**INDOOR POOL**

The Indoor Pool will be open to Club Members and their accompanied guests 19 years of age and older from 7:00 AM to 10:00 PM year round, except for times reserved for classes or member activities

**OUTDOOR POOL**

- A. The Outdoor Pool will be open to Club Members and their accompanied guests 19 years of age and older from 7:00 AM to 10:00 PM in season. For guests 18 years of age and younger, the Outdoor Pool will be open for use as posted at the pool, in the Club's newsletter and on the HOA Web site.
- B. The Outdoor Pool may be closed for special activities and functions.

**TENNIS COURTS**

The Tennis Courts will be open year round from 6:30 A.M. to 10:00 P.M.

**FITNESS ROOM**

The Fitness Room will be open to Club Members and their accompanied guests 19 years of age and older from 6:00 AM to 10:00 PM year round.

**APPENDIX II**

**Heritage Ranch  
Fine Matrix<sup>1</sup>**

Offense	CC&R References	1st Fine	2nd Fine <sup>2</sup>	3rd Fine <sup>2</sup>	Fine for each additional violation <sup>2</sup>	Notes
ARC Issues	9.6, .8,.14,.15,.17,.19,.21,.22,.23 & Art 10	\$150.00	\$300.00	\$500.00	\$500.00	
Yard ornaments, exterior sculptures, flag poles	Design Guidelines	\$25.00	\$50.00	\$100.00	\$100.00	
Age Restriction Violation under 50	3.2	\$150.00	\$300.00	\$500.00	\$500.00	And Straight to Legal
Failure to Repair a Retaining Wall	6.9	\$150.00	\$300.00	\$500.00	\$500.00	
Residential Use Only	9.1	\$150.00	\$300.00	\$500.00	\$500.00	
Lot & Improvements Upkeep	9.2 & 9.3	\$25.00	\$50.00	\$100.00	\$100.00	
Lawn/Landscaping	9.4 & 9.5	\$25.00	\$50.00	\$100.00	\$100.00	
Nuisance	9.7	\$25.00	\$50.00	\$100.00	\$100.00	
Trash Cans	9.9	\$25.00	\$50.00	\$100.00	\$100.00	
Pets	9.10					
Commercial Purpose		\$50.00	\$100.00	\$150.00	\$150.00	
Leash Required if off of Lot		\$25.00	\$50.00	\$100.00	\$100.00	
Defecation		\$25.00	\$50.00	\$100.00	\$100.00	
Objectionable/Nuisance/Danger		\$25.00	\$50.00	\$100.00	\$100.00	
Signs	9.11	\$25.00	\$50.00	\$100.00	\$100.00	
Antennae	9.12	\$25.00	\$50.00	\$100.00	\$100.00	
Vehicle-Parking Overnight	9.13	\$25.00	\$50.00	\$100.00	\$100.00	
Vehicle-RV, Trailer, Boat	9.13	\$25.00	\$50.00	\$100.00	\$100.00	
Holiday Lighting	9.16	\$25.00	\$50.00	\$100.00	\$100.00	
Up Lighting	6.11	\$25.00	\$50.00	\$100.00	\$100.00	Refer to Town of Fairview
Improper Use of Lakes	9.18	\$25.00	\$50.00	\$100.00	\$100.00	
Multi Family Occupancy	9.20	\$150.00	\$300.00	\$500.00	\$500.00	
Timesharing	9.24	\$150.00	\$300.00	\$500.00	\$500.00	
Soliciting	9.25	\$50.00	\$100.00	\$150.00	\$150.00	
HOA Website Email Communications	9.26	\$50.00	\$100.00	\$150.00	\$150.00	
Underage Guests (exceeding 8wk allowance)	3.2(b)(ii)	\$150.00	\$300.00	\$500.00	\$500.00	
Golf Cart Violations	13.6	\$50.00	\$100.00	\$150.00	\$150.00	
Failure to Register Golf Cart	13.6	\$50.00				Once per Year
Rules & Regulations Violations (not specifically addressed in fining matrix)		\$25	\$50	\$100	\$100	

<sup>1</sup>Maximum Fines that can be

<sup>2</sup>Subsequent Fines are in addition to previous fines

The HOA Board of Directors has the right to determine and levy a fine for any violation of the governing documents not specifically identified in this matrix.



## APPENDIX III



### ANNUAL GOLF PASS/TRAIL PASS & HERITAGE RANCH GOLF AND COUNTRY CLUB GOLF RULES

It is the intent of the Club to limit these rules and regulations to the minimum required for the mutual enjoyment of the club by all its residents, guest and golfers. The obligation of enforcing these rules and regulations for the good of all residents is placed primarily in the hands of a carefully selected and trained staff whose principal responsibility is to assure Club Members of all the courtesies, comforts and services to which Club Members are entitled. Further, it is the duty of the Club Members to know the Club rules and to cooperate with the staff in the enforcement thereof.

The golf course will be made available to all members of Heritage Ranch HOA. Members of the Heritage Ranch HOA will receive first priority in making golf tee time reservations in advance of the general public. The Board of Directors has the right to implement a tee time allotment for in season play.

#### 1. **Registration:**

Golfers must register at the Golf Shop before beginning play. Golfers are responsible for the payment of all golf fees, cart fees, merchandise and food & beverage purchases.

#### 2. **Reservations:**

A. The hours of golf course play, practice range hours and Golf Shop hours will be posted in the Golf Shop and on the club bulletin, and are subject to change depending on golf course and weather conditions. The Golf Professional in consultation with the Golf Course Superintendent shall determine when the golf course is playable, and such decision shall be final. No golf course play shall be permitted during any period that the course is determined not fit for play.

- B. All players must be assigned a starting time through the Golf Shop. Starting times may be reserved by calling the Golf Shop during operational hours. Golfers may reserve starting times as follows:

Annual Golf Pass	10 days in advance
36 and 24 round passes	9 days in advance
HOA and Ranch Club	8 days in advance
General Public	7 days in advance

**Note:** Club Management reserves the right to make advance reservations up to 12 months in advance for group or tournament events with a signed contract and a ten percent (10%) non-refundable deposit. In addition, the Club will permit advance bookings on a limited basis for some select hotels, resorts and golf travel agency organizations.

- C. Golfers shall check in and register at the Golf Shop at least 10 minutes prior to their scheduled starting times, or shall be subject to losing their starting times.
- D. Pass holders shall notify the Golf Shop of all cancellations at least twenty-four hours prior to the scheduled starting time. Failure to so notify the Golf Shop may result in a cancellation fee being charged to the account of the responsible Golfer.
- E. The golf course may be reserved for Ladies' Play during one day each week and for Men's Play during one day each week. Other players will be accommodated during these times on a space available basis only.

### **3. HOA Annual Golf Pass**

All members of the Heritage Ranch Homeowners Association will be allowed to purchase an Annual Golf Pass. This will entitle the HOA Member to play as many rounds of golf at the Club as the resident desires, subject to the rules and regulations as outlined in the Annual Golf Pass Agreement.

- A. The Annual Golf Pass Fee will be established and reviewed annually for any applicable fee adjustments by the Club. The Annual Golf Pass Fee will be billed and is payable on an annual basis. The Annual Pass fee is non-refundable and golf-playing privileges are non-transferable. A full or partial Annual Pass refund could be granted in the unfortunate case of a Member's death or permanent medical disability. The Golf Committee will review this request on an individual basis. The Board will be the final decision making authority. The Annual Golf Pass shall be effective from January 1, through December 31, of each calendar year. The Annual Golf Pass Fee shall not be prorated, except in the first calendar year of residency at which time the fee will be pro-rated monthly.
- B. The Annual Golf Pass Fee requires the purchase of a private car trail fee, or club car trail fee.
- C. The Annual Golf Pass Fee does not include any entry fees for special events such as HOA Member/Guest Tournaments, Member/Member Tournaments or Club Championships.
- D. Guests of Annual Golf Pass holders and Heritage Ranch Residents are required to play with said Pass holder/Resident to receive guest rate; otherwise guest will pay the prevailing outside public golf fees.

**4. Tournaments and Clinics:**

- A. The Club reserves the right to make the golf course and practice range available for tournaments, clinics and other special events at which time use by non-participants may be restricted.
- B. Except during special events, only members of the golf professional staff are permitted to render golf instruction at the club. Lessons should be scheduled through the Golf Professional. Lessons not cancelled at least twenty-four hours in advance will be subject to charge.
- C. No golf tournaments of any kind or play by any group of five or more persons shall be permitted unless approved by the Golf Professional.
- D. Some Club golf tournament events may require HOA Members to have a U.S.G.A. approved handicap to be eligible to participate in the event. The Club encourages all HOA Golf Members to establish a golf handicap with the Club. There is a \$25.00 annual fee to establish and/or maintain a U.S.G.A. handicap.

**5. Equipment and Attire:**

- A. Every player must have a set of golf clubs. No sharing of golf clubs shall be permitted.
- B. Proper attire is required for all players on the course and practice range. Shirts with collars or mock neck, golf or walking shorts (Bermuda-length or a style specifically designed for golf), slacks and skirts (for women) are considered proper attire. Ladies' and girl's sleeveless tops must have a collar. A collar is optional on tops with sleeves. All the following types of clothing are prohibited on the golf course: denim pants or shorts, short shorts, cutoffs, running shorts, tennis length skirts, t-shirts, tank tops, sweatshirts, sweatpants and bathing suits.
- C. Only golf shoes with non-metal alternative cleats or other approved soft soled shoes shall be worn on the golf course and practice areas. Any shoes other than golf shoes must be approved by the Golf Shop. Shoes must be worn at all times.

**6. Golf Cart use:**

**PRIVATE GOLF CARTS:**

- A. The right to use a privately owned golf cart on the golf course is currently granted by the Club and is a non-assignable license and personal right. The Club may terminate this license and right at any time.
- B. Privately owned golf carts to be used on the golf course must be annually approved by the Director of Golf for appearance and for compliance with other standards as may be determined by the Club. All privately owned golf carts must be battery powered and be 4-wheeled vehicles.
- C. All private golf cart owners shall be required to sign a release of liability, which holds the Club harmless as a result of any loss or damage relating to the owner's operation of the golf cart. Each year, a HOA resident who owns a private golf cart and wishes to use it on the golf course shall be required to provide the Club with proof that the operation of the golf cart is covered by a liability insurance policy of the HOA resident with a combined single limit of at least \$100,000 per occurrence for bodily personal injury, including death and property damage coverage.
- D. A HOA resident using a private golf cart will be held fully responsible for any and all damages caused by the misuse of the golf cart by the HOA resident or his or her guests, and the HOA resident shall reimburse the Club for any and all damages the Club may sustain by reason of misuse, including without limitation, damage to other golf cars and any property of the Club.

- E. An annual trail fee for privately owned golf carts will be established and reviewed annually for any applicable fee adjustments by the club. The annual trail fee will be billed and is payable on an annual basis. The annual trail fee is non-refundable. The annual trail fee shall not be prorated, except in the first calendar year of residency a Member applies for private golf cart privileges.
- F. The annual trail fee must be paid before the cart is used on the golf course. The annual trail fee includes the HOA resident only.
- G. An identification number and a yearly decal will be issued for the golf cart when the release of liability, proof of liability insurance and payment are received. The identification number and yearly decal is to be placed on the driver side windshield of the golf cart.
- H. All other guests and residents who are not enrolled in the private cart program shall pay the current applicable golf cart rates when they ride in a private golf cart.
- I. Residents with private golf carts may ride with each other but may not loan their cart to other golfers. Private golf carts cannot be operated on the course without a paid trail fee or daily green fee.
- J. HOA residents paying the annual trail fee must check in at the golf shop prior to beginning play. Golf cart traffic on the golf course is restricted to eighteen and nine hole rounds of play. Starting times must be scheduled as provided herein.
- K. A maximum of two (2) riders and two (2) golf bags per golf cart is allowed. All golfers must pair up (2 per cart) at all times, unless special circumstances or conditions apply.
- L. No privately owned golf carts will be stored or recharged at the Club.
- M. When an HOA resident is no longer paying the annual trail fee for a private golf cart, he/she must register the cart and obtain a different cart sticker.
- N. HOA residents with private golf carts are required to ensure that only licensed drivers, who will operate the cart in a safe and prudent manner and in accordance with any and all government regulations, operate their private carts.
- O. Privately owned golf carts shall only be driven on the golf course when the golf course is open for play or when allowed for non-golf use.

**GENERAL GOLF CART RULES:**

- A. The use of golf carts on the golf course will be mandatory at all times for all players. Golf Carts shall be assigned at the Golf Shop at the time of registration. (Exception; walking is allowed for homeowners on a case by case basis). Drivers must read the operating instructions on the cart prior to usage and obey such instruction. No one is to operate a golf cart with a flat tire or any other mechanical failure that is apparent or observed.
- B. Only golf carts provided by the club or licensed to operate on club property will be permitted on the golf course.
- C. Cart rental fees are included in all green fees for Members and their guests unless waived by Club Management.
- D. Golf carts are restricted to use on the golf course and practice areas. No golf carts shall be removed from the club facilities at any time without prior approval of the Golf Professional.
- E. Golf carts shall be operated only by persons sixteen (16) years of age or older with a valid automobile driver's license.

- F. No more than two (2) persons and two (2) sets of golf clubs are permitted per golf cart.
- G. Golf carts are always to be driven on the cart paths. Drivers must observe and obey all signs, stakes, roped-off areas and other markers used to guide golf carts. When necessary, golf carts may be driven to the golf ball only on a ninety-degree (90') angle from the cart path. Golf cart drivers are to avoid areas that are newly planted, wet, or under repair, and should not approach any closer than ten (10) yards to any tee, green, bunker, or their respective shoulders. Golf cart traffic and directional signs must be obeyed at all times, except as it applies for medical flag holders.
- H. Golf carts are operated at the risk of the operator. The cost of repairing any damage to golf carts or the golf course resulting from improper operation will be charged to the resident in whose name the operator is playing at the time the damage occurs.
- I. Club owned golf carts are to be returned to the staging area. Under no circumstances shall a Member abandon a Club owned golf cart at his or her residence, or any other location on or off property other than the golf cart staging area.
- J. Violation of these golf cart rules may result in immediate suspension of playing privileges and ejection from the golf course.

#### 7. Golf Course Play:

- A. Jogging, cycling and walking is permitted on designated trails only and on the golf course back nine before 8:30am and the front nine 90 minutes before sunset. **Fishing is permitted only on hole 2, west of the pump house and on hole #5 ninety (90) minutes before sunset.**
- B. Subject to subparagraph C below, golf play is to begin on the first tee of the first nine holes and then proceed to the second nine holes to complete eighteen holes, unless permission to start elsewhere is obtained in advance from the Golf Shop. **Under no circumstances shall players start play from residences.**
- C. Club Management may direct players to begin on the second nine holes and thereafter play the first nine holes. Players may also be directed to start on a hole other than the first or tenth hole in order to accommodate a "shotgun start" or similar type of start.
- D. In the event that play is involuntarily discontinued due to weather or closing of the course by the Golf Professional staff, players will be issued a credit for golf charges paid for such rounds based on number of holes unfinished. The credit will be prorated accordingly.
- E. **Practice is restricted to designated practice areas only.** When practicing, members are to use the driving range and putting and chipping greens only. Under no circumstances are the regular tees, greens or fairways to be used as a practice area. No practice or second shots are permitted on the golf course at any time.
- F. **Ball hawking is not permitted on the course at any time.**
- G. No wading into water hazards or lakes shall be permitted. Balls may be retrieved only from banks of lakes and water hazards.
- H. When playing the course, each player may have only one (1) ball in play at all times, except when, pursuant to USGA Rules, a provisional ball is to be played.
- I. All players shall repair ball marks on greens, repair divots and rake smooth sand bunkers before moving to the next tee.

- J. All players are to maintain a reasonable rate of play, which is approximately 4 hours and 22 minutes for 18 holes. If unable to do so, players are expected to allow faster players to play through. If a slow playing group of golfers falls one clear hole behind the group in front, the slow group must invite the group behind it to play through. If play is delayed on account of a lost ball, the group playing behind should be invited to play through. Should either of these conditions occur and the group playing behind the slow group or behind the group with the lost ball is not invited to play through, it is the right and privilege of such group playing behind to ask permission to play through. The invited group must play through once the invitation has been received, in order that following groups will not be delayed. A group also must step aside and let the group behind play through anytime the course marshal so instructs.
- K. No minor is permitted to play the golf course unless accompanied by an adult.
- L. Players stopping between nines must obtain permission from the Golf Shop to resume play.
- M. The rules of golf adopted by the United States Golf Association shall govern all play, except as modified by local rules.
- N. Players should observe the rules of golf etiquette as adopted by the United States Golf Association at all times.
- O. The Club will remain open year round on a weather-permitting basis. Please contact the golf shop for additional information.

#### **8. Playing Groups**

- A. No more than four (4) players per group are permitted, unless prior approval has been obtained from the golf shop.
- B. In the case of groups with less than four players, the golf shop staff, at its discretion, may fill the group with other players off the waiting list.

#### **9. Enforcement & Supervision**

Play on the course is governed by USGA Rules, with the exception of any local rules which take precedence when printed on the scorecard or posted. The Golf Professional or the course marshal is empowered to enforce all golf course rules. **The Golf Professional may refuse privileges to anyone who, in his or her judgment, violates the rules of play, etiquette or dress code.** Violation of any golf rule may result in a fine and/or a disciplinary letter being written to the player by the Manager. Three such letters in the Member's file is grounds for immediate suspension of golfing privileges.