

**CHAPTER EIGHTEEN - Section 18.02**  
**AMENITY USE REFUNDS/CANCELLATIONS**  
**DISCOUNTED AMENITY USE FEE**  
**TRANSFER OF AMENITY USE PRIVILEGES**

Date:	August 29, 1991
Amended:	May 28, 1992
Amended:	Oct. 22, 1992
Amended:	Feb. 23, 1995
Amended:	Sept. 28, 1995
Amended:	July 17, 1997
Amended:	August 23, 2012
Amended:	September 24, 2015

**I. POLICY**

The Policy regarding golf annual use memberships (contracts) is separately addressed in item IV. GOLF ANNUAL AMENITY USE MEMBERSHIPS; items I, II, III of Section 18.02, Chapter Eighteen, do not apply to golf annual amenity use memberships. It shall be the policy of the Board of Directors to grant refunds, cancellation of contracts, and discounts for annual Amenity Use Memberships, providing the membership is solely for the individual.

Refunds and cancellation of contracts for long term illness or disability may be considered. Refunds for termination of lease or sale of property shall not be granted.

Refunds shall be granted based on an amount prorated from the first (1st) day of the month after the date of death or notice of long term illness/disability, through the end of the amenity year.

Cancellation of contracts for Amenity Use Memberships will be effective the first of the month after notice of the cancellation.

Discounted amenity use memberships shall be granted, after July 1st due to a disability prohibiting participation prior to this date, at a prorated amount based on the amenity year but not more than 50% of the annual amenity membership fee.

The privilege to use an amenity may not be transferred from one member to another by sale or gift at any time.

**II. CRITERIA FOR REFUND OR CANCELLATION**

In the case of death, refunds will be granted to the surviving spouse or the executor of the estate making application for a refund.

Members wishing a refund or cancellation of a contract based on long-term illness or disability may submit a letter of request for consideration by the General Manager.

**III. RESPONSIBILITIES**

It shall be the responsibility of the General Manager to issue a refund or to cancel a contract in the case of death.

The authority to approve refunds, contract cancellations and discounts (prorated fee reimbursements) based on long term illness/disability shall be delegated by the Board of Directors to the General Manager. In any such requests, the General Manager shall be

expected to consider supporting documentation such as the Board would expect to consider if the Board were to make a decision to approve the request. Decisions may be appealed to the Board of Directors.

#### **IV. GOLF ANNUAL AMENITY USE MEMBERSHIPS**

It should be the policy of the Board of Directors to grant refunds, cancellation of contracts, credits and discounts for annual Amenity Use Memberships, providing the membership is solely for the individual. Refunds and cancellation of contracts for long term illness or disability may be considered. Refunds for termination of lease or sale of property shall not be granted.

It shall be the responsibility of the General Manager to issue a refund or to cancel a contract in the case of death. The authority to approve refunds, contract cancellations, credits, and discounts (prorated fee reimbursements) based on long term illness/disability shall be delegated by the Board of Directors to the General Manager. In any such requests, the General Manager shall be expected to apply the provisions of item IV of Section 18.02. Decisions may be appealed to the Board of Directors.

**Death of a golf contract holder:** In the event of the death of a contract holder, the remaining balance of the contract will be refunded to the estate of the contract holder, as follows:

1. A request for refund must be submitted to LMOA on the behalf of the contract holder within one year of the death of the contract holder.
2. If the entire amount of the contract has been paid, beginning with the first month following the death of the contract holder, on twelfth (1/12) of the annual value of the contract, times the number of full months remaining on the contract, shall be refunded to the contract holder's estate.
3. If quarterly or semi-annual payment have been made, beginning with the first month following the death of the contract holder, one twelfth (1/12) of the annual value of the contract, times the number of months remaining that have been paid on the contract, shall be refunded to the estate; liability for additional payments for the remaining period of the contract shall be terminated.
4. If monthly payments are made, no refund shall be made, however, liability for additional payments shall be terminated beginning with the first month following the death of the contract holder.

**Long-term medical issue:** It is understood that medical emergencies may arise from time to time that may prohibit golfers from playing golf for extended periods of time. Under the conditions as outlined below, relief shall be granted as described in the Relief section below of golf contract holders who meet the qualifying conditions described in the Conditions section.

**Conditions:** Any golf contract holder who suffers a disabling medical conditions, including injury, illness, or medical procedure, and who has played fewer than 70 rounds of golf during the contract period, shall be entitled to relief if the following conditions are met:

1. The medical condition must have a duration of more than 65 days;

2. The contract holder must provide written notice to the golf professional as soon as practical following onset of the injury or illness. The notification must generally describes the condition, the date of onset, and its expected duration;
3. Once the condition has been resolved, the contract holder must provide a letter from the contract holder's physician that describes the condition and how such condition prohibited the golfer from play, when it first occurred, and when it was resolved;
4. If the condition continues beyond the end of the current contract term, the contract holder must provide the documentation described in Article 3 of the Conditions section above, but indicating that the condition is ongoing.

**Relief:** For contract holders who meet the conditions described above shall be given a credit toward the purchase of a contract in the ensuing year as follows:

1. For contract holders whose contract is paid in full through the end of the annual contract period (February), beginning with the first month following onset of the medical condition through the last complete month of a disability, a credit of one twelfth (1/12) of the annual rate of the contract shall be provided to the contract holder for each month of disability during the months of April, May, June, July, August, September, and October, and on twenty-fourth (1/24) for the month of January, February, March, November, and December. This credit may be applied to the next contract year, beginning the first month following the end of the disability; the annual contract shall be prorated by one twelfth (1/12) of the annual contract rate times the number of months remaining in the contract year, regardless of which months those are. Credit from the previous contract period shall be applied to the prorated contract period.
2. For contract holders who make semi-annual, quarterly, or monthly payments, to be eligible to obtain a credit, the regular periodic payments must continue without interruption. Credits will be applied as described in Article 1 of the Relief section, above. Failure to continue to satisfy the periodic payment obligation shall result in the forfeiture of any credit otherwise due.
3. Contract holders with a family membership shall receive relief on a pro-rated basis, depending on the disabled player.
4. In the event of a significant family emergency that precludes a contract holder from play, relief may be granted at the discretion of the LMOA General Manager.