

Mid-Tal

2015 Rules & Regulations

These Rules and Regulations are intended to be a guide to the use of the Club Facilities. They are not intended to deal with all conceivable issues that may be presented for governance. These Rules and Regulations are established by the Club to protect the Club Facilities and to promote the health, safety, welfare and enjoyment of the members, their families and guests and all other persons using the Club Facilities. The Club is committed to providing all members and their guests with an enjoyable club experience. To uphold these standards, members and guests are expected to act in a manner consistent with good taste. The Club may amend these Rules and Regulations from time to time as it determines appropriate in its sole discretion.

General Club Rules

- *Members, their families and their guests shall abide by all rules and regulations of the Club. Club rules & regulations as may be amended from time to time.*
- *The Club Facilities shall be open on the days and during the hours established by the Club. Areas of the Club may also be closed for scheduled maintenance and repairs.*
- *Performance by entertainers will be permitted on the Club Facilities only with the written permission of the Club.*
- *Club activities for groups will be permitted only with the permission of the Club.*
- *Alcoholic beverages will not be served or sold, nor permitted to be consumed, at the Club in any manner prohibited by state or local law. The Club reserves the right, in its sole discretion, to refuse service to a member or guest when that member or guest appears to be intoxicated.*
- *All food and beverages consumed on the Club Facilities must be furnished by the Club unless otherwise permitted.*
- *Commercial advertisements shall not be posted or circulated in the Club nor shall solicitations of any kind be made on the Club Facilities or upon the Club's stationery without the prior approval of the Club. Other than as permitted in writing by the Club, no petition shall be originated, solicited, circulated or posted on Club property.*
- *Members shall not use the roster or list of members of the Club for solicitation or commercial purposes or distribute the roster to anyone other than a member. Violation of this rule will be considered grounds for discipline or termination.*
- *Members functions can only be attended by those who have a current membership.*
- *It is contrary to the Club's policy to have its facilities used for functions or fund raising efforts for the benefit of a political cause, except as specifically permitted by the Club. The Club Facilities shall not be used in connection with organized religious services or other activities except as may be approved by the Club.*
- *Members should not request special personal services from employees of the Club who are on duty or the personal use of the Club's furnishings or equipment which are not ordinarily available for use by members.*
- *Dogs or other pets (with the exception of those assisting persons with disabilities) are not permitted on the Club Facilities, except with the permission of the Club. Where dogs are*

permitted on the grounds, they must be on a leash. Members are responsible for damage OR PERSONAL INJURY caused by an animal owned by the member or under the member's control.

- All complaints, criticisms or suggestions of any kind relating to any of the operations of the Club or its employees must be in writing, signed and addressed to the Club Manager.*
- Members and their guests may not abuse any of the Club's employees, verbally or otherwise. All service employees of the Club are under the supervision of the Club's Management and no member or guest shall reprimand or discipline any employee, nor shall a member request an employee to leave the Club Facilities for any reason. Any employee not rendering courteous and prompt service should be reported to the management of the Club immediately.*
- Self-parking is permitted in areas identified as such. "No Parking" signs must be observed. Vehicles parked in violation of "No Parking" signs may be towed at the owner's expense.*
- All indoor areas of the Club are smoke free.*
- No fireworks are permitted anywhere on Club property or adjacent areas unless part of a fireworks exhibit organized and conducted by the Club.*
- Firearms and all other weapons of any kind are not permitted on Club property at any time and may not be fired over Club property at any time.*
- Use of the Club Facilities may be restricted or reserved from time to time by the Club.*
- Violation of any of these rules or conduct in a manner prejudicial to the best interests of the Club will subject the person in violation to disciplinary action by the Club in accordance with these Rules and Regulations.*
- The personnel of the Club will have full authority to enforce these Rules and Regulations and any infractions will be reported to the management of the Club.*
- In no event shall the Club discriminate against any individual because of the individual's race, color, religion, sex, national origin, age, handicap or marital status.*

Membership Cards

The Club issues membership cards to club members and their family members who are eligible for club privileges. Membership cards include the member's name, and category of membership. Members and their families are required to have their membership cards with them at all times while using the Club Facilities.

Member Dues and Charges

- Members' dues and other annual fees will be billed annually and must be paid before the start of a new membership year*
- The Club does not provide charge privileges without a credit card on file. Members who wish to have charge privileges must complete and application for a Club Charge Account and provide a primary and secondary credit card for goods and services provided by the Club.*
- All food, beverage, merchandise and services of the Club charged to the member's club account will be billed as services are rendered. The Club does not provide monthly or other statements of Member Charges other than a receipt at the time of use if requested. Members may review Club charges on the credit card statement(s) which were designated on the Member's Club Charge Account Application. All food and beverage services charged to the Member's Club Account may be subject to a 15% gratuity.*

- *Club accounts shall be deemed delinquent from the date first charged if payment is denied by the credit card company. Past due amounts will be subject to a non payment charge of \$25 per event plus one and one-half percent (1.5%) late payment charge per month, but not to exceed the maximum amount permitted by law. The late payment charge shall accrue immediately from the date of the delinquent statement until the account is paid in full. Members having past due amounts may be charged a reinstatement fee at the discretion of the Club to reactivate a charge account once it is deemed delinquent. In its sole and absolute discretion, the Club may suspend or terminate membership for non-payment or continued payment delinquencies for Club services.*
- *When a membership is issued in the name of more than one person, each person shall be jointly and separately liable for all dues, fees and other charges and liabilities associated with the membership.*
- *If the club account of any member is delinquent, the Club may at its option take whatever action it deems necessary to effect collection, including without limitation, suspension or termination of a membership or legal action. If the Club commences any legal action to collect any amount owed by any member or to enforce any other liability of any member to the Club, and if judgment is obtained by the Club, the member shall also be liable for all costs and expenses of such legal action and reasonable attorneys' fees, including any fees required in connection with appellate proceedings.*
- *The Club may elect to send a letter providing an opportunity for members to contribute a suggested contribution to a Holiday Fund for all Club employees. Payment of such contribution will be voluntary. This Holiday Fund provides the members with an opportunity to show their appreciation to Club employees during the holiday season. Club management shall be responsible for the distribution of these funds.*

Contact Information

- *Each member shall be responsible for filing with the Membership Office, in writing, preferably on a form provided by the Club, his or her mailing address, e-mail address and telephone number and any changes thereto, where the member wishes all notices and invoices of the Club to be sent. A member shall be deemed to have received mailings from the Club ten days after they have been mailed to the mailing address on file with the Club. In the absence of a mailing address on file at the Membership Office, any Club mailing may, with the same effect described above, be addressed as the Club may think is most likely to cause its prompt delivery.*
- *The Club must be notified in writing of any change of address. Failure to do so shall constitute a waiver of the right to receive Club notices, bulletins and any other communications, and a violation of these Rules and Regulations.*
- *The Club will not provide members' contact information to vendors or marketing firms.*

Membership Correspondence

Complaints or suggestions concerning the management, service or operation of the Club should be in writing, signed by the member and addressed to the Club. Errors in billing charges should be directed to the attention of the Accounting Department.

Club Services and Activities

- *The Club provides a variety of social and recreational events in which all members are encouraged to participate.*
- *The Club desires to encourage the use of the Club Facilities by members for private functions on any day or evening provided it does not interfere with the normal operation of the Club, or with*

the services regularly available to members. Members are requested to make reservations with the appropriate Club personnel for available dates and arrangements.

- *Private functions are permitted at the Club only with prior permission of the Club. The individual sponsoring the function shall assume full responsibility for the conduct of guests and the removal of any decor. The sponsor of the function shall be responsible for any damage to the Club Facilities and for the payment of any charges not paid by individuals attending the private function.*
- *Special events may be scheduled from time to time at the discretion of the Club.*

Resignation of Membership

- *A member may resign membership in the Club by delivering written notice of resignation to the Club's Membership Office. A membership shall be deemed to have been resigned as of the date the Club receives written notice of the member's resignation.*
- *Notwithstanding any resignation, the member and his or her spouse shall remain liable for any amounts unpaid on the member's club account.*

Reservations and Cancellations

- *Reservations are required for most activities of the Club and shall be accepted on a first-come, first-served basis by pre-registering with the appropriate personnel of the Club.*
- *No member or committee shall plan or set dates for the use of club facilities without prior approval of the Club.*

Children

- *Unless permitted by the Club, children under 15 years of age are not allowed at the clubhouse unless accompanied and supervised by an adult.*
- *Children under the lawful drinking age are not permitted in any lounge unless accompanied by an adult.*
- *Members are responsible for the conduct and safety of their children when enjoying the Club Facilities.*

Attire

General Attire - *It is expected that members will choose to dress in a fashion befitting the surroundings and atmosphere provided in the setting of the Club. It is also expected that members will advise their guests of the dress requirements. The Club may publish dress requirements from time to time. Gentlemen and ladies are requested to dress in a fashion compatible with the appropriate occasion. Shirts and shoes must be worn at all times when on Club Facilities.*

Golf Attire – *Proper golf attire is required at all golf facilities. (Including Driving Range, Clubhouse, Golf Course, etc.) Proper attire shall mean the following:*

Men: *All shirts must have collar, sleeves and must remain tucked in at all times. Slacks or Bermuda length are consider appropriate attire. Bermuda length shorts must be no more than 3 inches about the knee. Hats must be worn with the bill in the front. Tank tops, tee shirts, fishnet tops, cutoffs, sweat pants, warn-up suits, blue jeans, bathing suits, tennis shorts, short shorts or other athletic shorts are not permitted.*

Women: Dresses, skirts, golf shirts, blouses, sleeveless shirts, slacks and mid-length shorts are considered appropriate attire. Halter tops, tank tops, fishnet tops, bathing suits, sweat pants, warm-up suits, blue jeans, tennis dresses, shorts, athletic shorts, cutoffs or short shorts are not permitted.

Golf Shoes: Both facilities non metal spike facilities. Golf shoes are required on the golf course. Tennis and other soft soled shoes are subject to approval by the Golf Professional.

Hats & Visors – All hats & visors must be worn with the bill facing forward. Please remember hats and visors are not permitted when visiting the Mid South dining room and/or The Crow's Nest.

This dress code is mandatory for all players. Improperly dressed golfers shall be asked to change before playing. If you are in doubt concerning your attire, please check with the pro shop before starting play.

Tennis Attire - Proper tennis attire as determined by the pro shop is required at all times. Colors are permitted. Examples of attire not permitted are: Undershirts, fishnet shirts, cut-offs, Bermuda's, jams, blue jeans, bathing suits, gym shorts, slacks and walking shorts. Regulation tennis shoes are required.

Guest Privileges

- Guest privileges may be extended under the rules established by the Club from time to time. Although it is the intention of the Club to accommodate guests without inconvenience to the members, the Club reserves the right to limit the number of guests that are invited by a member over the course of a membership year and the number of times a particular guest may use the Club Facilities in any given membership year. The Club shall establish from time to time the rate of the daily guest fees, charges and the rules and regulations for use of the Club Facilities by guests. Guest privileges may be denied, withdrawn or revoked at any time for reasons considered sufficient by the Club, in its sole and absolute discretion.
- A member may accompany no more than 3 guests at a time when using the club's facilities.
- A particular guest may use the Club Facilities as the guest of the member no more than six times per membership year.
- Guests will be entitled to use the Club Facilities only in accordance with the privileges of the membership of the sponsoring member upon payment of daily fees.
- Guest charges for any services will be charged against the sponsoring member's credit card on file unless otherwise paid by the guest or member at the time the services are rendered or goods are purchased
- Guest privileges may be limited by the Club, from time to time, in the sole and absolute discretion of the Club. Notice of such limitation will be given by the Club.
- The sponsoring member shall be responsible for all charges incurred by the guest. The sponsoring member is also responsible for the conduct of a guest while at the Club. If the manner, deportment or appearance of any guest is deemed to be unsatisfactory, the sponsoring member shall, at the request of the Club, cause such guest to leave the premises of the Club.

General Golf Rules

- *The Rules of Golf as adopted by the USGA together with the Rules of Etiquette as adopted by the USGA shall be the rules of the Club, except when in conflict with local rules or with any of the rules herein.*
- *"Cutting-in" is not permitted at any time. All players must check in with the starter. **Under no circumstances are players permitted to start play from residences.***
- **Practice is not allowed on the golf course.** *The practice facilities should be used for all practice.*
- *Speed of play: It is the goal of all players to complete their round in less than four hours and thirty minutes. This amount of time is more than adequate, provided all players remain aware of the rights of others to play without delay. It is the responsibility of each group to keep pace with the group ahead. If a group falls one complete hole behind the group ahead, the group should allow the following group to go through. It is each group's responsibility to be observant of its position on the course and keep pace. The ranger has the authority to keep play moving at the proper pace for all players' enjoyment. Players unable to keep proper pace may be requested to leave the course.*
- *If a player is repeatedly warned for slow play, the Club may take such action as it deems appropriate, including without limitation, restricting the person's use of the golf course during certain times of the day regardless of the member's category or membership program.*
- *All players who stop after playing nine holes for any reason shall lose their position on the golf course and must get permission from the starter to resume play.*
- *All tournament play must be approved in advance by the Golf Professional.*
- *Enter and leave bunkers at the nearest level point to the green and smooth sand over with a rake upon leaving.*
- *Repair all ball marks on the green.*
- *Repair all divots. (Sand bottles are provided on each cart & should be used to fill all divots)*
- *Searching for balls other than those played by members of the group is not allowed on the course at any time.*
- *Each player must have his or her own set of golf clubs.*
- *Proper golf attire is required for all players, as previously described.*
- *If lightning is in the area, all play shall cease. Although the pro shop staff may warn players about lightning in the area, of which it is aware, the Club does not assume any duty to detect lightning and warn them. If Club personnel warn players about potential lightning in the area, players must stop play immediately.*
- *The Club reserves the right to establish rules and policies regarding the use of cellular telephones on the golf course.*
- *"Discontinued Play" Policy: less than three holes played - full 18 hole credit; less than 12 holes played - nine hole credit. All credits for discontinued play shall be issued in the form of a rain check.*

- *Twosomes may play at the discretion of the pro shop. Twosomes should not expect to play through foursomes and should not exert any pressure on the groups ahead. Foursomes shall have the right of way.*
- *Twosomes and singles shall be grouped with other players, if available, at the discretion of the pro shop.*
- *Singles shall have no priority on the golf course and shall be permitted to play only at the discretion of the pro shop. Singles should not expect to play through other groups and should not exert any pressure on groups ahead.*
- *Groups of five or more players shall only be permitted on the golf course with the permission of the pro shop.*
- *Club requires the use of a golf cart prior to 1:00 PM on weekends and holidays.*

Hours of Play

The hours of play and pro shop hours shall be posted in the pro shop. The pro shop shall determine when the golf course is fit for play.

Golf Starting Times

Starting times may be made in person or by phone during pro shop hours based on the membership program.

- *Starting time changes must be approved by the pro shop.*
- *Players who fail to cancel their starting time twenty four (24) hours prior to their scheduled starting time may be charged a fee for the unused rounds as determined by the Club from time to time. Repeated cancellations by a member may result in suspension of membership privileges.*
- *Members should notify the pro shop of any cancellation as soon as possible.*

Golfing Restrictions by Membership

Holly Membership

- *Holly Membership Status provides for access to the Mid South and Talamore golf courses any time Monday through Thursday but Magnolia golf privileges are limited to afternoon play on Friday, Saturday, Sunday & Holidays.*
- *Holly Members are restricted to playing the Mid South and Talamore golf course no more 12 rounds in any calendar year.*

Magnolia Membership

- *Magnolia Membership Status provides for access to the Mid South and Talamore golf courses any time Monday through Thursday but Magnolia golf privileges are limited to afternoon play on Friday, Saturday, Sunday & Holidays.*

Presidential Membership

- *Presidential membership provides for access to the Mid South and Talamore golf course without day or time restrictions.*

****Club Members are welcome to play the courses outside of their chosen membership's guidelines; however the members would be required to pay the Club's unaccompanied guest rate for their round of golf.***

Registration

- All members and guests must register in the pro shop before beginning play and all members shall present their membership cards at registration.
- Failure to check in and register ten minutes prior to a reserved starting time may result in assignment of another starting time or cancellation, at the discretion of the starter.

Practice Range

The practice range is open during normal operating hours as posted in the pro shop. The practice range may be closed for general maintenance at the Club's discretion. All range balls should be obtained through the pro shop.

Members on the club's annual range plan may obtain practice balls for personal use ONLY, range plan members who share practice balls with members and guest who are not on a range plan are subject to loss of range privileges.

Range balls are for use on the practice range and may not be used on the golf course. You may not use your own golf balls on the driving range.

Balls must be hit from designated areas. No hitting is permitted from the rough or sides of the practice range.

Range bags and unused range balls must be left on the driving range or returned to the pro shop.

Proper golf attire is required at all times on the practice range.

Lessons by unauthorized professionals are prohibited.

General Golf Cart Rules

- Golfers may walk or use a motorized golf cart. **Motorized golf carts are required weekends and holidays before 1:00 pm unless the member has purchased an Annual Cart Pass.**
- Golf carts shall not be used by a member or guest on the Club Facilities without proper assignment and registration in the pro shop.
- Club members and guest must follow the club's golf cart guidelines posted daily in the each golf shop.
- Golf carts may only be used on the golf course when the course is open for play.
- Golf carts may only be operated by persons at least 16 years of age having a valid automobile driver's license.
- Only two persons and two sets of golf clubs are permitted per golf cart. **No person or persons may ride on the back of a club cart at any time.**
- Only two golf carts are allowed per foursome.
- Golfers must follow all golf cart traffic signs.

- Golfers must always use golf cart paths where provided.
- Be careful to avoid soft areas on fairways, especially after rains. Use roughs whenever possible.
- Pull carts are permitted but not provided for club members who choose to walk during non-restricted times. **Motorized golf carts are required weekends and holidays before 1:00 pm unless the member has purchased an Annual Cart Pass.**
- Members who choose to walk with or without a pull cart are not permitted to catch a ride from other players in the group that are using motorized carts. Walkers found by the club to catch a ride will be charged a cart fee for the entire round.
- Operation of a golf cart is at the risk of the operator. Persons who are or appear to be legally intoxicated may not operate a golf cart. Cost of repair to a golf cart which is damaged by the member, a family member or a guest of the member shall be charged to the member. Each member shall be held fully responsible for any and all damages, including damages to the golf cart, that are caused by the misuse of the golf cart by the member, his or her family members or guests, and shall reimburse the Club and/or any operator of the Club for any and all damages the Club may sustain by reason of misuse.
- Each member accepts and assumes all responsibility for liability connected with operation of the golf cart. The member also expressly indemnifies and agrees to hold harmless the Indemnified Parties from any and all damages, whether direct or consequential, arising from or related to the member, his or her family members' or guests' use and operation of the golf cart.
- "Course closed" or "hole closed" signs are to be adhered to without exception.
- Violations of the golf cart rules may result in loss of golf cart privileges and/or playing privileges.

Annual Trail Pass Program and Use of Private Carts

The following rules and regulations apply to the Annual Cart Pass Program and the operation of private golf carts by members who own a property in the community:

- All members who enroll in the Annual Trail Pass Program with a privately owned golf cart or intend to use a cart owned by the Club agree to comply with rules and regulations established by the Club as they may be amended from time to time.
- The Club reserves the right in its sole and absolute discretion to determine if a member's private cart is in suitable condition or appearance for eligibility in the Annual Trail Pass Program.
- Members may elect to participate in the Annual Trail Pass Program either on a single or family basis. If a member enrolled in the Annual Cart Pass Program (regardless of single or family Annual Trail Pass status) is playing with another member or guest who is not enrolled in the Annual Trail Pass program, the second rider must pay a cart fee.
- Family Members enrolled in the Annual Trail Pass Program may ride in separate carts and be in separate groups.
- All Members with a private golf cart must store their cart in a garage serving their unit or in other areas specifically designated by the Board of Directors of the Mid South Club Community Association, Ltd. (the "Association") as golf cart parking areas. No golf cart shall be placed, parked or stored on the lawn of any non-Club property in the community.
- All Members in the Annual Trail Pass Program who elect to use their own private cart must have a tee time and check in at the Pro Shop. Under absolutely no circumstances are members to

enter the golf course and begin play on any other hole than number 1 or 10 unless specifically authorized by the Club. Any such violation of this provision may result in an immediate revocation of Annual Trail Pass privileges.

- *All Members enrolled the Annual Trail Pass Program shall be required to sign a release of liability agreeing to hold the Club, the Development Company, the Association and its operator and affiliates harmless as a result of any loss or damage relating to the operation of the golf cart.*
- *Each year a Member with a private golf cart shall be required to provide the Club with a certificate of insurance stating that the operation of the golf cart is covered by a liability insurance policy of the resident with policy limits in such amounts determined by the Club from time to time. The resident shall name as an additional insured on such policy those parties requested by the Club from time to time and shall require that such policy provide that it can only be cancelled upon thirty (30) days prior written notice to the Club.*
- *Members with a private golf cart will be held fully responsible for any and all damages caused by the misuse of the golf cart by the resident, his or her family or guests, and the residents shall reimburse the Club for any and all damages the Club may sustain by reason of misuse, including without limitation, damage to other golf carts and any property of the Club.*
- *In the event a golf cart operator is involved in an accident resulting in an injury or property damage, the operator must immediately notify the Club and the Association's security force and the appropriate law enforcement agency.*
- *No more than two (2) persons shall ride in a golf cart at any time.*
- *Golf carts may only be used during daylight hours.*
- *Private golf carts are only permitted to be used in designated areas on or in the Club's golf course property or Club property upon the execution of a golf cart application with the Club.*
- *Golf carts may not be driven over or through any residential property unless specifically approved by the property owner.*
- *An identification number and a yearly decal may be issued to private golf cart owners and lessees upon the signing of a private golf cart agreement, providing of a certificate of insurance and payment of an annual fee to the Club.*
- *Every golf cart operator must be sixteen (16) years of age or older and have a valid automobile driver's license. An adult must accompany operators who are sixteen (16) and seventeen (17) years of age.*
- *Residents with a private golf cart are required to ensure that their private carts are restricted to licensed drivers who will operate the cart in a safe, prudent manner and in accordance with all governmental regulations.*
- *Carts which are owned by the Club and used by Members enrolled in the Annual Trail Pass Program may not leave the Club property or otherwise be used by the members for anything other than golf. Club owned carts may not be stored outside the Club's property.*
- *These rules and regulations may be amended or expanded, from time to time, at the sole discretion of the Club.*
- *Violations of these rules and regulations may result in the immediate revocation of privileges in the Annual Cart Pass Program. In the event of revocation of privileges for violation of the Rules and Regulations, the Club is not required to refund any unused portion of the annual fee paid to participate in the Annual Cart Pass Program.*

HANDICAPS

- *Handicaps are computed under the supervision of the pro shop in accordance with the current USGA Handicap System.*
- *All members and their guests with a USGA approved handicap may participate in Club tournaments. All handicaps submitted may be reviewed by the pro shop.*
- *Members are responsible for turning in all their scores on a daily basis. Any member failing to turn in a score shall result in a score being posted that is equal to their lowest score on record. The pro shop shall assist any members needing help with the posting procedures.*
- *Accurate records are to be kept of scores turned in and recorded for all full rounds played. The pro shop shall determine if there are violations by members in turning in their scores.*

Golf Course Etiquette

Persons using the golf course should do their part to make a round of golf a pleasant experience for everyone at the Club. Here are some suggestions:

- *Do not waste time. Anticipate the club or clubs you may need, and go directly to your ball. Always be near your ball to play promptly when it is your turn. If a player is delayed in making his shot, it would be courteous for such player to indicate to another player to play, which should not be deemed playing out of turn.*
- *The time required to "holing out" on and around the green is a chief cause of slow play. Study and clear the line of your putt while others are doing the same. Be ready to putt when it is your turn.*
- *Be sociable, but reserve your extended conversations for the clubhouse.*
- *When approaching a green, park your golf cart on the cart path on the best direct line to the next tee, in order to save significant time. Never leave the golf cart in front of the green where you will have to go back and get it while the following players wait for you to move on.*
- *When play of a hole is completed, leave the green promptly and proceed to the next tee without delay. Record the scoring for the completed hole while the others in your group are playing from the next tee.*
- *If you are not holding your place on the course (see General Golf Rules), allow the players behind to play through. Do the same if you stop to search for a lost ball.*
- *The golf rangers will report slow play and all breaches of golf etiquette to the pro shop. Appropriate action will be taken by the pro shop personnel.*

Family Member Privileges

• Immediate Family Privileges

A member's immediate family will include the member's spouse and their unmarried children under the age of 25 who are living at home, attending school on a full-time basis or serving in the military.

Immediate family of Magnolia and/or Presidential members who chooses single membership status will be entitled to use the Club Facilities on the same basis as a Holly member (subject to

daily, monthly and annual limits prescribed by the Club). Immediate family of Magnolia and/or Presidential members who chooses family membership status will be entitled to use the Club Facilities on the same basis as the Member.

- ***Privileges for Individuals Living with Member***

A member living together with another individual in the same household as a family unit may designate the other individual on a membership year basis to use the Club Facilities as an immediate family member. The total number of adults who may have immediate family privileges is limited to two adults per membership. The member and the designated user shall be individually and jointly responsible for the payment of all charges and fees incurred by the designated user. The Club reserves the right to establish such fees and other rules, as it deems appropriate.

- ***Extended Family Privileges***

A member's extended family will be permitted to use the Club Facilities in accordance with the member's category of membership upon payment of preferred greens fees and other applicable guest fees. A member's extended family must be accompanied by the member to play golf during peak times as determined by the Club from time to time. The extended family shall include the parents, children who do not fall within the definition of immediate family, grandparents, grandchildren and great-grandchildren of the member and spouse and the spouses of such family members. The Club may modify or terminate this privilege and establish such rules with respect thereto as it may determine from time to time.

Discipline

- *Members are responsible for their own conduct and for the conduct of their family members and guests. Any member whose conduct or whose family's or guest's conduct shall be deemed by the Club to be likely to endanger the welfare, safety, harmony or good reputation of the Club or its members or is otherwise improper, may be reprimanded, suspended or expelled from the Club and have all privileges associated with the membership suspended or terminated by the Club. The Club shall be the sole judge of what constitutes improper conduct, but improper conduct will include, without limitation: (i) failing to meet eligibility for membership, (ii) submitting false information on the Membership Agreement, (iii) allowing his or her membership card to be used by another person, (iv) failing to pay any amount owed to the Club in a proper and timely manner, (v) failing to abide by the rules and regulations as set forth herein and as established by the Club from time to time, (vi) abusing Club personnel or employees, or (vii) acting in a manner incompatible with the standard of conduct of the existing membership or which would likely injure the reputation of the members or the Club.*

- *Any member accused of improper conduct shall be notified of the Club's proposed disciplinary action and shall be given an opportunity to be heard by the Club to show just cause why he or she should not be disciplined. If such member desires to be heard, the Club shall set a time and date (not less than ten days thereafter) for a hearing. While such complaint is being considered by the Club, the member shall enjoy the privileges of the Club. Notwithstanding the foregoing, the Club may, without notice and without a hearing, immediately suspend some or all privileges associated with a membership and/or, after notice, terminate a member for failure to pay dues, fees or any other amounts owed to the Club within a proper and timely manner.*

- *The Club may restrict or suspend some or all of a member's, family member's and/or guest's Club privileges. If the Club determines that a member's conduct or the conduct of his or her family or guest is improper, the Club may expel the member, suspend or restrict the member's membership privileges, or restrict the use privileges of the member's family or guest whose*

conduct was improper. No member is entitled, on account of any restriction or suspension, to any refund of any membership deposit, dues or any other fees. During the restriction or suspension, dues and other charges shall continue to accrue and shall be paid in full prior to reinstatement as a member in good standing.

- In the event of an expulsion hereunder, the Club in its sole and absolute discretion may:
 - a) Place the membership on the waiting list for re-issuance and the member's membership deposit shall be returned to the member upon re-issuance of the membership in the same manner as in the case of any resigned membership. The amount refunded to the person will be reduced by the amount of any unpaid dues, fees, and charges.
 - b) Declare the applicable refundable portion of the Membership Deposit as non-refundable.

***All membership privileges shall cease upon expulsion from the Club.**

- The Club may take disciplinary action against a member (including, without limitation, suspension or termination of membership) for violations of the Property Owners' Association Community Charter or Master Declaration or rules and/or the Architectural Review Board or Committee rules.

Loss or Destruction of Property or Instances of Personal Injury

1. Each member as a condition of membership and each guest as a condition of invitation to the Club Facilities assume sole responsibility for his or her property. The Club shall not be responsible for any loss or damage to any personal property used or stored on the Club Facilities, whether in lockers or elsewhere. Any such personal property which may have been left in or on the facilities for six months or more without payment of storage thereon may be sold by the Club, with or without notice, at a public or private sale, or may be otherwise disposed of, and the proceeds, if any, may be retained by the Club.
2. No person shall remove from the room in which it is placed or from the Club's premises any property or furniture belonging to the Club without proper written authorization.
3. Every member of the Club shall be liable for any property damage caused by the member, any guest or any family member. The cost of such damage shall be charged to the responsible member's Club account.
4. Any member, family member, guest or other person who, in any manner makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club, including without limitation, the use of golf carts, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, either on or off the Club's premise, shall do so at his or her own risk. The member and his or her family members and guests shall hold Mid Tal Golf LLC d/b/a Mid South Golf Club and Talamore Golf Club (The Club) and Plantation Investors LLC, d/b/a/ Mid South Partners (the "Development Company"), its affiliates, their successors and assigns and their respective share holders, partners, directors, officers, members, employees, representatives, agents and members of the Club's Board of Governors or committees, (collectively, the "Indemnified Parties") harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting from the use of the Club Facilities, including without limitation, the wearing of golf shoes with soft spikes or spike-less shoes, or otherwise, arising out of or incident to Membership in the Club and/or from any act or omission of any of the

Indemnified Parties. Any member shall have, owe and perform the same obligation to the Indemnified Parties hereunder in respect to any such loss, cost, claim, injury, damage or liability sustained or incurred by any guest or family member.

5. Should any party bound by these Rules and Regulations bring suit against any of the Indemnified Parties in connection with any event operated, organized, arranged or sponsored by the Club or on any other claim matter in connection with Membership in the Club or use of the Club's facilities, and fail to obtain judgment therein against any one or more of them, said party shall be liable to the prevailing Indemnified Parties for all costs and expenses incurred by them in the defense of such suit, including court costs and attorneys' fees and expenses through all appellate proceedings.

6. Should any party bound by these Rules and Regulations bring suit against an of the Indemnified Parties as describe in section #5 above, the Club reserves the right, in its sole and absolute discretion, to suspend Membership Privileges during the period in which suit is brought; in the event of a failure to obtain judgment as described in section #5, the Club shall have the right, in addition to damages specified in section #5 above, to terminate the Membership Privileges of the party that initiated suite and the Club shall not be liable for the refund of any applicable portion of the Membership Deposit or unused portion of annual dues or other annual fees.

GENERAL TENNIS RULES - POSTED SEASONALLY

GENERAL POOL RULES - POSTED SEASONALLY