

# RULES AND REGULATIONS OF THE MLCI, Inc.

Revised October 13, 2022

## PREAMBLE

EACH MEMBER SHALL OBEY THE CLUB BYLAWS AND WILL USE DILIGENCE TO SEE THAT THE RULES AND REGULATIONS OF THE CLUB ARE OBSERVED BY ALL.

## ARTICLE I GENERAL

Section 1.0 Member Dues. Members that are 45 days past due will receive written notice of delinquency. At 45 days delinquent member privileges will be suspended until the delinquent balance is paid in full. The suspended member will be required to pay applicable cart/green fees. Delinquent private cart owners will not be allowed to use their private cart on the course.

Section 1.0.1 The following penalties shall be applied to Member Dues that are in arrears:

- At 45 Days - Loss of Member Privileges
- At 60 Days - \$35.00 Late Fee
- At 90 Days - \$35.00 Late Fee (Total \$70.00)
- At 120 Days - \$35.00 Late Fee (Total \$105.00)
- At 120 days the Member will be removed from membership. To be reinstated all delinquent dues, late fees (\$105.00) and a \$300.00 initiation fee must be paid.
- Note: Memberships must be canceled prior to next quarterly billing or Member will be responsible for dues either pro-rated or in full at time of cancellation..
- Billing dates as follows. January 1, April 1, July 1 and October 1.

Members that are 60 days past due will receive written notice of delinquency. At 60 days delinquency, member privileges will be suspended until all dues and fees are current. The suspended member will be required to pay applicable cart/greens fees. Delinquent private cart owners will not be allowed to use their carts on the course. Suspension includes loss of all privileges at Marion Lake Club.

Section 1.1 All facilities of the club may be used for members and their guests. The daily fee golfers are allowed use of golf facilities only.

Section 1.2 The Board of Directors or the General Manager may authorize organized groups to use Club facilities under such terms, rental fees and conditions, as the Board of Directors deems appropriate. These activities are not allowed to interfere with normal club operations.

- Section 1.3 Golf Teams from schools in the county may use the golf course facilities for golf matches and for regularly scheduled golf practice sessions upon the prior approval of the Board of Directors under any such terms and conditions as the Board of Directors may deem appropriate
- Section 1.4 Any person taking golf lessons from the Club Pro shall be entitled to use the golf facilities while taking such lessons.
- Section 1.5 Any work project at the Club that involves members working as volunteers must be both approved by the General Manager and then supervised by the Green's Superintendent. The Club encourages volunteer workers; however, no member may do work that is not approved.
- Section 1.6 The General Manager, Club Professional and/or the Green's Superintendent have the authority to remove any person or persons from the facilities of MLCI, Inc. for conduct deemed inappropriate.
- Section 1.7 Per North Carolina ABC rules and regulations, bringing private coolers containing alcoholic beverages onto Marion Lake Club property is prohibited. Marion Lake Club will take no responsibility or bear any liability for violation of this restriction. Note: The sale of alcohol without a license is strictly prohibited under NC statutes.
- Section 1.8 Medical Leave for Members of the Marion Lake Club. Members requesting relief from dues for valid medical reasons shall request such relief in writing to the General Manager of MLCI Inc. in advance of medical procedures or issues. All medical relief shall be approved by MLCI Board of Directors. Under no circumstances will Medical relief be retroactive.

## **ARTICLE II CLUBHOUSE**

- Section 2.1 Clubhouse Rental - All arrangements for the rental of the clubhouse shall be made with the General Manager. All members are required to pay \$300 and non-members \$400 in advance for the use of the clubhouse. In addition to this cost all renters shall also pay a \$200 security deposit in advance. After the scheduled event, the clubhouse must be cleaned to the satisfaction of the General Manager before noon of the following day. After it is determined that the clubhouse is clean and no damages have occurred, the \$200 security deposit will be returned. Should the clubhouse and parking lot need cleaning, or if damages have occurred, the expense of cleaning and repairing the damages will be deducted from the \$200 security deposit. The remainder of the security deposit after cleaning or repairing damages will be returned to the renter.

1. Non club sponsored events shall not be later than 12 midnight.
2. Should the damage exceed \$200, the member renting the clubhouse shall pay the excess in full within 30 days or be suspended from the club until the debt is paid in full.
3. Any member renting the clubhouse for any organized group or a non-member renting directly will be responsible for cleaning and any incurred damages.
4. No club member may allow any other non-member person or group to use the clubhouse facilities in their name without assuming responsibility for the actions of the group.
5. No renter shall reserve the clubhouse and charge admission or fees for the purpose of making a profit from the event.
6. No person shall spend the night in the clubhouse.
7. Tables and chairs shall be returned to their original storage areas.

### **ARTICLE III GOLF COURSE**

Section 3.1 All guests shall pay green fees unless specifically exempted by the Board of Directors or the General Manager.

Section 3.2 The Board of Directors shall determine the green fees and cart fees.

Section 3.3 Golf Carts

1. Only the immediate family members of the private cart owner may use their carts. "Immediate Family" is defined as the cart owner and anyone covered by his or her membership as "membership" is defined in the bylaws.
2. The trail fee for private carts is set yearly by the Board of Directors.
3. Private cart storage is available on a space availability basis. The fees for gas and electric carts are set yearly by the Board of Directors.
4. Should a member sell his private cart, his storage space reverts back to the Marion Lake Club.

5. A private cart owner or spouse with a family membership, paying trail fees, may ride with another similar category private cart owner without paying cart fees.
6. If a person rides with a member with a privately owned cart, the rider pays to the Marion Lake Club the same fee due to the club for a club owned cart.
7. Golf course resident members must call the Pro Shop and get permission before beginning play on the golf course.
8. All golf cart drivers shall be licensed drivers.

### Section 3.4 Golf Course Rules

1. Tee times are REQUIRED and available from the Pro Shop everyday. Members are encouraged to call for tee times.
2. All players are required to sign before beginning play. All players are required to register in the pro shop before beginning play.
3. Juniors age 15 and under will not be permitted to tee off during peak hours and will be scheduled at the discretion of the Pro Shop.
4. Singles and two-somes will also be scheduled at the discretion of the Pro Shop. Three-somes and four-somes will receive priority.
5. **No player or group will “cut” in front of players coming off the #9 green. No player or group may tee off on #10 without authorization from the pro shop.**
6. No play will be allowed on the golf course while there is frost or excess water on the greens as determined by the pro shop.
7. The pro shop staff shall have the authority to suspend play or close portions of the course anytime they deem necessary to prevent damage to the course or danger to the players.
8. USGA rules are in effect at all times unless otherwise posted. This includes rules of etiquette.
9. The 90-degree rule applies throughout the course, unless instructed otherwise.
10. Range balls are not allowed on the golf course for play.
11. Whenever there is an open seat in a private cart a MLC fleet cart will not

be allowed in the group.

12. Carts are not allowed past the fairway directional posts. Exception: Handicapped players may approach the green but remain a minimum of 20' from the putting surface.
13. Carts shall stay at least 30 feet away from tees and greens unless they are on a cart path. Exception: Handicapped players may approach the green but remain a minimum of 20' from the putting surface.
14. Loud and boisterous conduct on the golf course is not allowed.
15. Joy riding, reckless driving and racing are not permitted on MLCI, Inc. properties.
16. Golf Carts and/or play on the course are not permitted when the course is closed.

### Section 3.5 Major Offenses - Items listed below are major offenses.

- Driving carts on a tee or green
- Driving carts inside any roped off area unless a handicapped flag is displayed
- Driving any type of vehicle on the course except golf carts
- Riding on a golf cart or loading a golf bag on a golf cart without paying to do so
- Not observing guest rules.
- Taking divot on putting green.
- Any conduct detrimental to orderly and safe operation of the Club.
- Any conduct detrimental to the safety of club employees, members and guests.
- Joy riding, reckless driving and racing.
- Using range balls for play on the golf course.
- Disregarding any listed Golf Course Rules

### Section 3.6 Minor Offenses - items listed below are minor offenses.

- Not registering in Pro Shop prior to play.
- Not raking sand traps after playing shot.
- Not replacing divots in the fairway.
- Not observing "Cart Path Only" signs.

### Section 3.7 Consequences for major and minor offenses

#### **Minor offenses:**

- First Offense - Verbal notification of offense by Club Management or MLC, Inc. Employees.
- Second Offense - (same offense of two minor different offenses) - 1-week suspension from the club (all facilities) - by written letter.
- Third Offense - three (3) week suspension - by written letter.
- Fourth Offense - twelve (12) week suspension - by written letter.

### **Major offenses:**

- First Offense - Verbal notification of offense by Club Management or MLC, Inc. General Manager.
- Second Offense – two- (2) week suspension from club (all facilities). - By written letter.
- Third Offense – three (3) month suspension- by written letter.
- Fourth Offense – twelve (12) month suspension- by written letter.
- Fifth Offense – Permanent suspension- by written letter.

Violation of a suspension, either major or minor, will automatically double the length of the suspension from the club.

***Report all minor and major infractions to the club pro shop or general manager or any Board member. The directors will deal with all major infractions at a regular scheduled meeting or a called meeting. The member involved has the right to meet with the directors at the meeting to deal with the infraction. The decision made by the Board of Directors will be binding and final.***

### Section 3.8 General Rules

1. Proper golf attire is required at all times for both men and women. No short shorts, cutoff jeans, tank tops or sleeveless tee shirts will be allowed.
2. Soft Spikes are required on regulation golf shoes. (No metal spikes allowed)
3. No shoes or boots (baseball, softball or other) with large rubber cleats will be allowed.
4. Practice is allowed only in designated practice areas.
5. Players shall not cut in front of any group on any hole.

6. Players in the fairway on #13 and #14 have the right of way.
7. Players shall not drive carts in wet areas on the course
8. Players shall not abuse the golf carts.
9. Players shall not throw trash, cans, paper or other litter on the course.
10. Let faster players or groups play through. Pick up your pace to avoid holding up other groups.
11. No fivesomes will be allowed to play unless authorized by the pro shop.
12. No groups of 6 or more allowed at any time.

## **Article IV Swimming Pool**

Section 4.1 Hours Daily - 9:00 AM - 7:00 PM Pool shall be open from MEMORIAL DAY WEEKEND THRU LABOR DAY WEEKEND

Proposed Hours: 9:00 am – 9:00 pm

Section 4.2 There is NO LIFEGUARD ON DUTY at the Marion Lake Club pool. Swimming/Pool Use is AT YOUR OWN RISK.

Section 4.3 During daily operation times the combination to the gate lock will be available to members by phone. It is the members responsibility to relock the gate when they leave. (Last member to leave locks the gate)

Section 4.2 Rules and Regulations

1. An adult must accompany all children under 18.
2. No glass containers are allowed around the pool area. Only cans or cups are permitted. Put all trash in the containers provided.
3. Guests will be allowed to use the pool at any time when accompanied by a member. Guest fee is \$5.00 per day. Guest fees should be paid at the Pro Shop either prior to or immediately after swimming. The honor system is in effect.
4. Grandchildren of members in good standing will be allowed to use the pool at no charge when accompanied by the member.
5. Horseplay around the pool area is prohibited. No pushing, ducking, splashing, playing tag or throwing objects in the pool.
6. Playing with the Life Saving Equipment or the Maintenance Equipment is not allowed.

7. No swimming is allowed when thunder and/or lightning can be seen or heard.
8. Pets will not be allowed inside the pool area.
9. No Smoking in the pool area.

## **Article V Marina Pavilion Area**

### Section 5.1 Rules and Regulations

Pavilion area is available for use by all members at no charge. Non-members may rent the facility, under sponsorship of a member, for a fee of \$200.00. \$100.00 of this amount is a deposit and will be refunded contingent upon proper cleaning being done by the renters. The area must be kept clean by placing trash in the containers provided and/or by emptying trash into the dumpster.

1. The cost of any damages will be deducted from the deposit. This needs to be emphasized and enforced.
  2. To avoid conflicts, any groups wishing to use/rent the shelter shall call the Pro Shop. The shelter is available on a first-come, first served basis but must be reserved.
  3. The picnic shelter will close at 11:00 PM Sunday - Thursday and at 12:00 AM on Friday and Saturday.
- EXCEPTION: Due to increased use of the boat dock area, the Pavilion will NOT be available for private parties on the following Holidays:
    - Weekend of Memorial Day
    - Weekend of July 4<sup>th</sup>
    - Weekend of Labor Day

## **Article VI Dock and Boating Area**

### Section 6.1 Rules and Regulations

#### 1). FEES AND TERMS:

Slip rent may be paid in full or may be made in two equal payments one due January 31<sup>st</sup> and the second made not later than April 30<sup>th</sup> .

2). RENTER(S) may not occupy nor place a boat in the SLIP unless and until rent payment for the SLIP is received by MARION LAKE CLUB, INC.



3). SLIP ASSIGNMENT: **Docks are for the exclusive use of Marion Lake Club members and invited guests. Trespassers will be prosecuted to the fullest extent of the law.**

- (a) Boats in the slips must be registered to the Marion Lake Club member renting the slip.
- (b) RENTERS shall be assigned a slip at the discretion of the MLC Dock Manager in accordance with their MARION LAKE CLUB, INC membership status. MLCI, Inc. stock holders shall have first choice of slip assignment/reassignment. Members that are non shareholders will then have an opportunity to choose slip assignment/reassignment.
- (c) The lease and the slip assigned therein are non-transferable and non-assignable by the RENTER.
- (d) RENTER will be allowed only one slip at any time per year. On April 1<sup>st</sup> any slip not yet rented may be rented for the remainder of the year by a current slip renting member. However, the boat placed in the slip MUST be registered to the member renting the slip.
- (e) Assigned slips are accepted “as is” upon execution of the Lease.
- (f) Slip rates shall be determined by the Marion Lake Club, Inc Board of Directors.
- (g) Boats belonging to non-members are not permitted to be docked or launched at the Marion Lake Club Marina.

4). Renter(s) may loan their boats to family and friends without being present on the dock. However, the Renter is still responsible for the actions and safety of their guests. In addition the Renter is responsible for any damages done by their guests to any MLC property.

5). Upon expiration of the lease, RENTER shall remove his boat, goods and effects and peacefully yield up the premises to the MARION LAKE CLUB, INC. Further, the RENTER shall pay for the repair of any area of damage caused by RENTER or his invitees.

6). RENTER(S) agree to abide by the terms and conditions in this agreement, all rules and regulations of MARINA, including, but not limited to those in the all applicable federal, state or local laws or ordinances. RENTER(S) shall have use of the boat slip and the common (shared) elements of the MARINA.

7). Dock boxes are not allowed.

8). RENTER(S) shall make no structural changes of any kind to the dock or slip.

9). RENTER(S) agree that only reasonable and customary use will be made of docks and facilities covered hereby, that no unnecessary wear and tear, disturbance, nuisance, rubbish or garbage will be permitted on the dock or premises, and that RENTER(S) will keep docks and premises free and clear of gear, and other obstructions. All waste materials shall be bagged and placed in trash cans.

10). RENTER shall be responsible for any and all damages done to the dock(s) due to RENTER and/or their invitee(s) negligence or accidents.

11). In case of emergency, as determined by MARION LAKE CLUB, the MARION LAKE CLUB shall have the right to move the RENTER(S) boat, if the boat is unattended and RENTER(S) cannot be reached. However, under no circumstances is MARION LAKE CLUB under any obligation to provide this service. Costs incurred by MARION LAKE CLUB shall be billed at the normal rate. RENTER(S) agree to indemnify MARION LAKE CLUB and hold harmless from any and all liability, loss or damage caused by or to the subject boat. In general, RENTER(S) shall be solely responsible for an emergency.

12). RENTER(S) may work on his/her boat if such work does not interfere with rights and privileges of other boaters or damage the docks in any way.

13). Continuity of electric power, where provided, is not guaranteed by MARION LAKE CLUB,

14) Boat owners are responsible for the complete safety of their boats and passengers.

15) All members, guests and children shall use the docks in a safe and orderly manner.

16) Children under the age of 12 must be accompanied by an adult.

17) No running or horseplay on the docks.

18) Swimming and diving are not permitted from the docks or from moored boats.

19) Marina Speed Limit: A speed of 5 MPH shall not be exceeded within the marina

20) Open Fires: No open fires, including gas and charcoal grills, are allowed on boats or docks. (Grills may be used in the pavilion when it is not otherwise occupied.)

21) Electrical Cables: Only standard marine cables are allowed on the docks.

22) Air Conditioners shall be de-energized when your boat is unoccupied.

23) Members are responsible for avoiding fuel and/or oil spills.

24) Sale of any product or service, including chartering, is not permitted on Club property.

25). RENTER(S) agree to release, defend and hold harmless the MARION LAKE CLUB, INC from liability connected with the use of the leased slip and common facilities by RENTER(S) and their invitees during the term of this lease.

26). The MARION LAKE CLUB, INC makes no representation or guarantees concerning water level. RENTER(S) should make his own independent determination.

27). Any infraction of the rules which is not promptly cured shall, at the option of the MARION LAKE CLUB, INC, cancel this agreement upon 10 days notice, and RENTER(S) shall remove their boat from premises. **Under these circumstances, no rent refund is due.**

28). SEVERABILITY: Should any of the rules contained herein or any of the posted rules and regulations of the MARINA be found to be unenforceable all remaining parts of this agreement or posted regulations remain in effect.

29). RENTER(S) certifies that this agreement has been read and the terms and conditions set forth herein are fully understood. RENTER(S) further acknowledges that they have examined the slip where the boat is to be placed and find it acceptable.

## **Article VII Tennis Courts**

### Section 7.1 Rules and Regulations

1. Dress: Tennis shoes must be worn on all courts at all times. No street, basketball, track or golf shoes are allowed. Tennis attire only. No T-shirts or bathing suits are allowed. Shirts must be worn at all times.
2. Guests: Use of tennis courts is limited to members and their guests .
3. All members must check in at the pro shop before playing.
4. Reservations can be made at least one day in advance in order that the courts can be swept and made playable. . Playing time will be limited to two hours per slot.
5. Reservations should be canceled at least three hours in advance.
6. Use of Courts: Good tennis etiquette should be used at all times Absolutely no food, drinks or cigarettes will be allowed on the courts at any time. Please - No abusive language, no racket throwing, no beating or sitting on the nets, no fence climbing. No spectators are allowed on the courts. Please do not track dirt or mud onto the courts.
7. Do not walk across the 9th fairway. Walk between the 9th green and the practice tee.

## Section 8.0 Changes to Rules and Regulations

All Marion Lake Club Rules and Regulations must be approved by the Board-of-Directors and DOES NOT require Stockholder approval. Any change to this document must be approved by a two-thirds of all Board members (7) and cannot be implemented until sufficient time has been given to notify the membership of the change.