

21621

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

APPEAL FROM BEAUFORT COUNTY  
Court of Common Pleas

Carmen T. Mullen, Circuit Court Judge

Appellate Case No. 2014-001524

The Callawassie Island  
Members Club, Inc.,

Respondent,

v.

Ronnie D. Dennis and  
Jeanette Dennis

Appellant.

**RECEIVED**

JAN 14 2015

**SC Court of Appeals**

RECORD ON APPEAL VOL. II

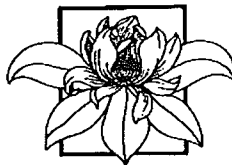
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## GENERAL CLUB RULES



CALLAWASSIE  
ISLAND  
CLUB



**EXHIBIT C**  
**THE CALLAWASSIE ISLAND CLUB**  
**GENERAL CLUB RULES**

**CLUB RULES**

1. The Club and its facilities shall be open on the days and during the hours as may be established by the Board of Directors from time to time.
2. No committee shall plan or set dates for dining room activities without prior approval of the Board of Directors or the House Committee.
3. No performance by entertainers will be permitted on Club's property without permission of the Board of Directors or the Entertainment Committee.
4. Alcoholic beverages will not be served or sold, or permitted to be consumed, on the premises during hours prohibited by law. No alcoholic beverages will be sold or served to any person not permitted to purchase the same under the laws of the State of South Carolina or be sold for off premises consumption.
5. Except as permitted by the Board of Directors, no commercial advertisements shall be posted or circulated in the Club, or shall business of any kind be solicited or transacted on Club's property or upon Club's stationery.
6. Other than as permitted by the By-Laws of the Club, no petition shall be originated, solicited, circulated or posted within the Clubhouse or on any Club property.
7. It is contrary to Club's policies to have the facilities used for functions which are in any way related to past, present or future fund raising efforts for the benefit of a political cause. The Club's facilities also shall not be used in connection with organized religious services.
8. Club employees are not permitted to deliver food or liquor to locations away from the immediate area of the Clubhouse without permission of the Club Manager.
9. All catered food and beverages consumed on the Club's facilities shall be furnished by the Club.
10. Members must not request special or personal services from employees of the Club who are on duty.
11. Members must not request staff to use the Club's copying machine for personal purposes on their behalf.
12. Dogs or other pets are not permitted in the Clubhouse or at the pool and members may not walk their dogs on Club's premises, except in areas and at times approved by the Board of Directors.
13. All complaints or suggestions must be in writing, signed and addressed to the Chairman of the appropriate committee.

14. It is unbecoming for any members or guests to abuse any of the Club's employees, verbally or otherwise. No member shall discipline any employee, nor shall a member request an employee to leave the Club's premises for any purpose whatsoever. Any employee not rendering courteous and prompt service should be reported to the Club Manager immediately.
15. The roster or list of members in the Club shall not be used or given to anyone by a member of the Club for any reason whatsoever and shall be furnished only to members.
16. Violation of any of the above rules or conduct in a manner prejudicial to the best interests of the Club will subject one to disciplinary action in accordance with the By-Laws.
17. The Board of Directors reserves the right to amend or modify these rules when necessary and will notify the membership of such changes.
18. All rules and regulations contained herein shall be subject to and controlled by the applicable provisions of the By-Laws.

#### MEMBERSHIP CARDS

1. A membership card indicating a club account number, type of membership and expiration date, will be issued to the member as well as other eligible members of the family entitled to membership privileges upon payment of the annual dues by the member. Membership cards are not transferable. Presentation of a membership card is required prior to use of the golf, tennis, pool, dining and recreational facilities.
2. A membership card may not be used by any person other than the member to whom it is issued.
3. In the event of a lost or stolen membership card, the membership office must be notified in writing immediately. The account will be cancelled and placed on "call security". This procedure reduces the risk that unauthorized persons will be able to charge items to the account. The member shall be responsible for all charges placed on the account until the Club is notified in writing that the membership card has been lost or stolen. For each new card replaced, a \$5.00 charge, per card, will be placed on the member's club account.
4. Annual membership dues are payable monthly in advance. The charging of membership dues to the member's account is not permitted.
5. All charges incurred by the member to his or her club account will be billed monthly and shall be deemed delinquent if not paid within thirty (30) days after receipt of statement.
6. If payment is not received within thirty (30) days after such notice, the delinquent member's card and membership privileges shall be automatically suspended.
7. Any member whose account is delinquent for sixty (60) days or more may be suspended by the Board of Directors. Suspended members may be reinstated by the Board of Directors within six (6) months of the suspension upon payment of all indebtedness plus all dues, fees, assessments, and charges (including any food and beverage minimums) accrued since the initial time of delinquency, plus a sum calculated at the rate of eighteen percent (18%) annually.

8. The Club shall have a lien against the membership for any unpaid annual dues or other charges made by the member of the Club.
9. If the Club commences any legal action to collect any amount owed, or to enforce any liability of a member to the Club and, if judgment is obtained by the Club, the member shall also be liable for all costs and expenses of the legal action and reasonable attorneys' fees required in connection with appellate proceedings.

### **SUSPENSION AND TERMINATION OF MEMBERSHIP**

1. Any member may terminate membership in the Club by delivering to the Club's Secretary written notice of termination in accordance with the By-Laws. Notwithstanding termination, the member shall remain liable for any unpaid club account, membership dues and charges (including any food and beverage minimums).
2. A member may be terminated or suspended by the Club if, in the sole judgment of the Club, the member:
  - a. Exhibits unsatisfactory behavior, deportment and appearance.
  - b. Fails to pay the required membership contribution, dues, fees, charges (including any food and beverage minimum) or assessments in a proper and timely manner.
  - c. Fails to abide by the rules and regulations for the golf, tennis, pool, and dining facilities or for any other recreational facilities of the Club.
  - d. Abuses the personnel or employees of the Club.
  - e. Submits false information on his or her Application or with respect to his or her guests or lessees.

Notwithstanding any termination or suspension of membership, the member shall remain liable for any unpaid club account or membership dues, fees, charges and assessments and such member shall not be entitled to a refund of any part thereof paid by the member to the Club.

3. Any member who has had his or her membership terminated for any reason other than failure to meet the eligibility requirements shall not again be admitted to the Club's facilities under any circumstances.

### **LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY**

1. The Club shall not be responsible for any loss or damage to any property left or stored on the Club's premises, whether in lockers or elsewhere.
2. No person shall remove from the Club's premises any property belonging to the Club without proper authorization. Every member of the Club shall be liable for any property damage and/or personal injury at the Club, or at any activity or function operated, organized, arranged or sponsored by the Club, caused by the member, or his or her family, guests or lessees. The cost of any such damage may be charged to the member's club account.

3. Any 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, 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 premises, shall do so at his or her own risk, and shall hold the Club, Callawassie Island Company, L.P. (the "Partnership") and their partners, directors, officers, employees, representatives, and agents harmless for any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom and/or from any act or omission of any director, officer, employee, representative or agent of the same. Any member shall have, owe and perform the same obligation to the Club, the Partnership and their partners, directors, officers, employees, representatives and agents, hereunder in respect to any such loss, cost, claim, injury, damage or liability sustained or incurred by any guest of such member.

### DINING ROOM RESERVATIONS

1. Dinner reservations are required. Members are asked to assist in maintaining required service levels by making reservations for dining prior to 5:00 p.m. on the day involved. For a party of ten or more, a minimum additional twenty-four (24) hour notice is requested, and it is further suggested that for these larger parties, a set menu be arranged whenever possible. The courtesy of providing notice of necessary changes or cancellations is requested not later than 5:00 p.m. on the day involved.
2. For all functions at the Club, tables will be assigned on a first-call, first-choice basis.

### GRATUITIES

1. A service charge of sixteen percent (16%) or such other percentage as may be customary from time to time will be added to all food and beverage sales which will be distributed to the waitress, busboys and beverage department employees. No member shall offer any payment or any gratuity of any kind to any employee of the Club, nor shall any employee accept a gratuity, other than the Golf Bag Attendants, Locker Room Attendants and the Doorman, under penalty of disciplinary action by the Board of Directors.
2. In November it is customary to send a letter from the President, providing an opportunity for the membership to contribute to a Holiday Fund for employees and a suggested contribution, whose payment will be voluntary and shall be included on each member's November bill. As you know, there are many people employed, ranging from those in office administration to Clubhouse services to golf course workers, and this provides the membership with an opportunity to show our appreciation of their efforts. The Board of Directors is responsible for the distribution of funds.

### CHILDREN

Children under thirteen years of age are not allowed in the Clubhouse or pool unless accompanied by and supervised by an adult. Children under the applicable minimum legal drinking age are not allowed in the bar unless accompanied by a parent. The Golf Course may be used by Juniors under thirteen years of age with the permission of the Golf Professional.

## ATTIRE

1. It is expected that members will 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.
2. Casual dress is permitted at lunch. Appropriate evening attire is expected for dinner. The dress code for special events will be as announced. Shirts are required on all of the Club's premises except in the pool area and locker room.

## CLUB SERVICES AND ACTIVITIES

1. The Club Services and Activities Department provides a variety of social, cultural and recreational events for youth and adult members and all members entitled to participate. Activities are publicized in the monthly club bulletin.
2. Reservations are required for most club activities and are taken on a first-come, first-served basis by pre-registering with the club services staff.
3. Cancellation of reservations for activities requiring prior payment may be made before the payment deadline without penalty. However, after that time, no refunds will be made except in emergencies as determined in the sole and absolute discretion of the Board of Directors.
4. The Club wishes to encourage the use of the Clubhouse by members for private parties on any day or evening, provided it does not interfere with the normal operation of the Club, or with the service regularly available to the members. Members are requested to make reservations with the Club for available dates and arrangements. Private parties on the Club's premises will be catered solely by the Club.
5. Private parties are not permitted on the Club's premises without the prior approval of the Club Manager and a member assumes full responsibility for the conduct of his or her guests. The sponsoring member shall be responsible for the cost of removing any party decor.

## MAILING ADDRESSES

1. Each member shall be responsible to inform and file with the Club Secretary in writing, preferably on a form provided, his mailing address, or any changes thereof, to which the member wishes all notices and invoices sent. A member shall be held to have received his club mailings ten (10) days after they have been mailed to the address on file with the Club Secretary.
2. In the absence of an address filing with the Club Secretary, any club mailing may with like effect be deposited in the post office, addressed as the Club Secretary may think most likely to cause its prompt delivery.

## POOL

1. The pools are for the exclusive use of members and their guests.
2. Members and guests must register at the pools prior to using the facilities.
3. Use of pool facilities at any time is at the swimmer's own risk.
4. Swimming is permitted only during open hours of the pool.
5. Children under thirteen (13) years of age are not allowed to use the Main Club pool facilities unless accompanied by an adult. Children under eight (8) years of age are not allowed to use the River Club pool unless accompanied by an adult.
6. Showers are required before entering the pools.
7. Glass bottles, glasses and sharp objects are not permitted in the pool areas.
8. All swimmers must wear bona fide swimming attire. Cutoffs, dungarees and bermudas are not considered appropriate swimwear. Children wearing diapers are prohibited in the pools.
9. Dogs and other pets are not permitted in the pool areas.
10. All persons using the pool furniture are required to cover the furniture with a towel when using suntan lotions. It has been found that these preparations stain and damage the plastic strappings. Pool furniture must not be removed from the pool deck area.
11. Running, ball playing, noisy or hazardous activity will not be permitted in the pool areas. Pushing, dunking and dangerous games are forbidden.
12. Unauthorized diving is prohibited.
13. Fishing, spear fishing and snorkeling equipment, other than a mask, are not to be used in the River Club pool area except as part of an organized course of instruction.
14. Out of consideration for others, volume of radios and recorders must be kept at a reasonable level at the River Club. There shall be no radios and recorders at the Main Club pool.
15. Picnic lunches are forbidden in the pool areas.
16. All persons using the pool areas and washrooms are urged to cooperate in keeping the areas clean by properly disposing of towels, cans, paper plates, cigarettes, etc.
17. Smoking is prohibited in the pool areas except as authorized.
18. The Pool Committee has full authority to enforce these rules and regulations, and any infractions will be reported to the Board of Directors. By being mindful of these rules, all members and guests will be able to enjoy fully the pleasant facilities of the pools.

## GOLF RULES

1. All persons must register in the Golf Pro Shop prior to beginning play.
2. "Cutting-in" is not permitted at any time. Specific approval of the Golf Pro Shop is required to begin play at the 10th tee.
3. Practice is not allowed on the golf course proper. The practice range and the practice putting green should be used for practice.
4. If a group fails to keep its place on the course and loses more than one clear hole on the players ahead, it must allow the following group to play through.
5. Players who stop after the 9th hole for any reason may not delay the following foursome and are expected to give way in order to maintain continuity of play.
6. All tournament play must be approved in advance by the Board of Directors.
7. Each player must have his or her own set of clubs.
8. Children under age sixteen (16) must be accompanied by an adult unless certified by the Golf Professional.

## GOLF STARTING TIMES

1. All players must have a starting time.
2. The Golf Pro Shop will assign the starting times.
3. All sign-up privileges will be determined by the Club from time to time.
4. Any abuse of starting times shall be reported to the Golf Professional and such offending member shall be disciplined in accordance with the General Club Rules and the By-Laws of the Club.
5. Starting time changes must be approved by the Golf Pro Shop.
6. The person calling for a starting time must be a member of the playing party.
7. Groups of five or more players shall not be allowed at any time.
8. The Golf Pro Shop may permit members to walk the golf course after 2:00 p.m.

## RAIN-CHECK POLICY

1. When rain prevails and causes termination of play, a credit for that day's greens fees and cart fees will be provided based on the number of holes played as follows:
  - a. Less than 3 holes played — full 18-hole credit
  - b. Less than 12 holes played — 9-hole credit
2. It will be the sole responsibility of the player to apply for a rain check from the Golf Pro Shop. There will be no rain check policy for outside play.

## DRIVING RANGE

1. Range balls are for use on the driving range only. Range balls will not be permitted for use on the golf course.
2. Range balls are provided at the bag drop area.

## PRIVATE GOLF CART RULES

1. Members with a residential unit in Callawassie can own or lease a private golf cart.
2. No private carts will be stored on the Club's facilities other than those belonging to the cart owner.
3. Private golf carts will be permitted by the Club and an annual trail fee will be charged.
4. To preserve uniformity, all golf carts shall be purchased or leased through the Club. All carts will be electric and white in color. Head and tail lights are required for use on the private roads of Callawassie.
5. Use of private carts without payment of additional fees is limited to the member's immediately family. A member's immediate family includes the member, his or her spouse and their unmarried children under the age of twenty-five (25), living at home or attending school on a full-time basis.
6. Private carts shall be registered with the Golf Pro Shop each time they are used on the golf course.
7. Private golf carts should use the private roads of Callawassie to reach the Golf Pro Shop prior to beginning a round of golf.
8. For safety reasons, private golf carts shall not be allowed on the bridge and causeway connecting Callawassie Island to the mainland.

## CLUB GOLF CART RULES

1. No golf cart shall be used by a member or guest without proper assignment and registration in the Golf Pro Shop.
2. Children under the age of sixteen (16) are not permitted to drive the Club's golf carts unless accompanied by an adult accepting responsibility.
3. The Club's golf carts are for use on the golf course only and must not be driven to residential units.
4. Operation of the Club's golf carts is at the risk of the operator. Cost of repair to a damaged cart will be charged to the member, or in the case of a guest, to the sponsoring member. Damage to a cart should be reported as soon as possible.

## GENERAL GOLF CART RULES

1. No more than two people and no more than two sets of clubs per cart are allowed.
2. Obey all traffic signs.
3. Always use cart paths where provided, especially near tees and greens. Players are required to remain on cart paths, without exception, on Par 3 holes.
4. Except on a path, do not drive a cart within fifty (50) feet of a green or a tee.
5. Never drive a cart through a hazard.
6. Be careful to avoid soft areas on fairways, especially after rain. Use the roughs wherever possible.
7. Avoid well-worn areas when entering and exiting fairways. Seek lush areas to avoid making unsightly beaten paths.
8. Do not drive carts under low hanging branches of trees.
9. When "Special cart directional signs" are posted, they are to be followed.
10. "Course Closed" and "Hole Closed" signs are to be adhered to without exception.

Repeated abuse of the above rules may result in loss of cart privileges.

## HANDICAPS

1. Handicaps are computed under the supervision of the Golf Professional in accordance with current USGA recommendations.
2. Accurate records are to be kept of scores turned in and recorded for all full rounds played. The Golf Professional will determine if there are violations by members in turning in their scores. If there are violations, the Golf Professional shall arbitrarily assign a score two (2) strokes lower than the lowest score on the computer sheet and shall continue to do so as long as these violations occur.

## GOLF COURSE ETIQUETTE

Each person using the course should do his or her part to make a round of golf at the Club a pleasant experience for everyone. Here are some suggestions.

1. Don't waste time. Be ready to make your shot when it is your turn to play, and don't be afraid to shoot out of turn if doing so will contribute to the progress of your group.
2. When approaching a green, drive your cart to the side or rear of the green on the best direct path to the next tee. This can save about one half hour per round. Never leave that cart in front of the green where you will have to go back to get it while the following players wait for you to get out of the way.
3. When play of a hole is completed, leave the green promptly and proceed to the next tee without delay. Do the scoring for the completed hole while the others are playing from the next tee.
4. If you are not holding your place on the course (see Golf Rule No. 4), allow the players behind to play through. Do the same if you stop to search for a lost ball.
5. Repair your ball marks on the greens.
6. Carefully rake sand traps after use.
7. Proper golf attire is required at all times. Swimming attire, tank tops and gym shorts are not considered appropriate for golf course or golf practice area participation. Everyone must wear golf shoes or tennis shoes. Shirts must have collars and shorts must be within two inches of the knees.

## TENNIS RULES AND REGULATIONS

1. Players without a prearranged game are encouraged to come to the courts where the Tennis Professional will assist in forming matches.
2. All sign-up privileges will be determined by the Club from time to time.
3. All players must check in and register at the Tennis Pro Shop at least ten (10) minutes prior to their starting times, or the court will be released to the first name on the waiting list. Failure to register at the Tennis Pro Shop will result in a \$25.00 penalty fee.
4. Each member may reserve two courts per day as long as the same individual is not using both courts.
5. Once a member is off the court, the member may sign up for the next available hour.
6. Playing on a court constitutes having that court reserved, i.e., Smith may not play on Jones' court at 9:00 a.m. and have a court in his name at 10:00 a.m.
7. Doubles may reserve a court for an hour and a half, singles for an hour (except for times designated by the Tennis Professional when doubles will be an hour and singles possibly eliminated). More than one hour may be reserved after 5:00 p.m. on the day of play.

8. Proper tennis attire is required at all times. Colors are permitted; however, cut-offs, bermudas, bathing suits, gym shorts, slacks, running shorts, etc. are not permitted. Smooth sole tennis shoes, as distinguished from basketball or jogging shoes, are required.
9. Proper tennis etiquette should be observed at all times. No excessive noise, racquet throwing or profanity will be permitted at any time.

## GUESTS

1. Residents of Callawassie who are not members cannot use the Club's facilities as a guest of a member.
2. All guests shall either be "Day Guests" or "House Guests". A House Guest is defined as a guest temporarily residing in a member's unit at Callawassie (or such other community designated by the Club). All other guests shall be considered to be Day Guests.
3. The same Day Guest may be invited to use the golf course no more than six (6) times per year and no more than two (2) times during any one month.
4. Day Guests may not use the Club's facilities unless in the company of a member.
5. All Day Guests and their sponsoring members must first register at the Club's office for a guest pass in order to gain access to the Club's facilities.
6. The sponsoring member is responsible for charges incurred by his or her Day Guests.
7. All House Guests must acquire a House Guest membership.
8. The sponsoring member must initiate the application for House Guest membership at least five (5) business days prior to the anticipated arrival date of the House Guest. Each House Guest must be escorted personally to the Club's office by the sponsoring member or such member must advise the Club's office in writing or by telephone of such House Guest's plans.
9. In order to issue a House Guest Visitor's Card, the following information is to be provided in advance of the House Guest's arrival:
  - a. Guest's Name.
  - b. Required Club usage dates.
  - c. Callawassie residence and telephone number.
10. The sponsoring member must indicate whether all charges and fees incurred by the House Guest are to be charged solely to the House Guest's account or to the member's own club account. Members are responsible for their House Guest's accounts if such accounts are not paid in full within thirty (30) days of billing.

11. After application for House Guest membership and payment made of the applicable House Guest fee, a Visitor's Card will be issued to each House Guest evidencing his or her rights and entitling him or her to use the Club's facilities. This Visitor's Card must be carried at all times and presented upon request for the use of the Club's facilities. Under no circumstances shall a House Guest use a member's or Visitor's Card other than the card issued specifically to that House Guest.
12. A House Guest may use the Club's facilities without being accompanied by the member.
13. In the event of a cancellation by a House Guest, the Club's office must be notified at least two (2) business days in advance to be eligible for a rebate of fees. Otherwise, the appropriate fees will be charged to the sponsoring member's club account.
14. A sponsoring member shall be responsible for the conduct of all of his or her guests while at the Club. If the manner, deportment or appearance of any guest is deemed by the Club to be unsatisfactory, the sponsoring member shall, at the request of the Club, cause such guest to surrender his or her guest card and leave the Club's premises. The Club may at any time suspend or terminate the guest sponsorship privileges of any member or members of the Club.

#### LESSEE PRIVILEGES

1. Members shall have the right to designate the lessee their residential unit in Callawassie (or such other community designated by the Club) as the beneficial user of their membership.
2. The sponsoring member must initiate the application for use privileges and furnish the Club with a copy of the lease, and the lessee's application must be approved by the Club, prior to the lessee's use of the Club's facilities.
3. During the period when a lessee is designated as the beneficial user of the member's membership, the member shall not have the right or privileges to use the membership.
4. Lessees shall pay the designated fees for use of the Club's facilities.
5. Lessee privileges may be denied, withdrawn, or revoked at any time for reasons considered sufficient by the Board of Directors in its sole and absolute discretion.

# **THE CALLAWASSIE ISLAND MEMBERS CLUB, INC.**

## **GENERAL CLUB RULES**

8/8/01

These General Club Rules were adopted by the Board of Directors on 8 August 2001

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## **1. GENERAL RULES**

### **1.1. CLUB HOURS**

The Callawassie Island Members Club, Inc. ("the Club") and its facilities shall be open on the days and during the hours as may be established by the Board of Directors from time to time.

### **1.2. RULES VIOLATIONS**

Violation of any of the rules contained herein or conduct in a manner prejudicial to the best interests of the Club will subject one to disciplinary action in accordance with the By-Laws.

### **1.3. MODIFICATION OF THESE RULES**

The Board of Directors reserves the right to amend or modify these rules when necessary and will notify the membership of such changes. Any such amendments or modifications shall be subject to and controlled by the applicable provisions of the By-Laws and the Plan for the Offering of Memberships.

### **1.4. MEMBER COMPLAINTS AND SUGGESTIONS**

All member complaints or suggestions should be directed to and will be addressed by the Club General Manager, the chairman of the appropriate committee or the president of the Board of Directors.

### **1.5. MEMBER CONDUCT**

Members should refrain from confronting members, guests, or visitors regarding the misuse or suspected misuse of Club property and amenities. The Club General Manager or Security should be promptly notified in such instances.

### **1.6. GUEST CONDUCT**

Members are responsible for the conduct of their guests and must see that they comply with all Club rules. In order that all members may enjoy our facilities, the number of guests may be restricted by the Club General Manager.

### **1.7. PARTIES AND EVENTS**

**1.7.1.** Private parties on the Club premises will be catered solely by the Club unless otherwise authorized by the Board of Directors or the Club General Manager.

**1.7.2.** Member sponsored and hosted events involving significant commitment of Club facilities and nonmember use will be preapproved by the Board of Directors.

**1.7.3.** Performance by entertainers will be permitted on the property of the Club only with the permission of the Board of Directors or the Club General Manager.

**1.7.4.** Alcoholic beverages will not be served or sold, or permitted to be consumed, on the premises during hours prohibited by law. No alcoholic beverages will be sold or served to any person not permitted to purchase the same under the laws of the State of South Carolina or be sold for off-premises consumption.

**1.7.5.** The Board of Directors or the Club General Manager will approve all nonmember sponsored functions to be held on Club premises prior to their authorization and will limit the number of such approved functions in accordance with then Club current policies.

### **1.8. EMPLOYEES**

**1.8.1.** It is inappropriate for any members or guests to abuse or discipline any of the Club's employees, verbally or otherwise. Any employee not rendering courteous and prompt service should be reported to the Club General Manager.

**1.8.2.** No member shall request an employee to leave the Club's premises for any purpose whatsoever nor redirect an employee from their scheduled work activities. Notify the Club General Manager, the golf or tennis professionals or the golf course superintendent if a need occurs.

**1.8.3.** Members must not request special or personal services from employees of the Club who are on duty.

**1.8.4.** Club employees are not permitted to provide off-hour services away from the Club premises to members without pre-approval by the Club General Manager. Members wishing such services should speak to the Club General Manager.

**1.8.5.** Club employees are not permitted to deliver food or liquor to locations away from the immediate area of the Clubhouse without prior permission of the Club General Manager.

## **1.9. ADVERTISEMENTS AND PETITIONS**

**1.9.1.** No commercial advertisements shall be posted or circulated in the Club.

**1.9.2.** Other than as permitted by the By-Laws of the Club, no petition shall be originated, solicited, circulated or posted within the Clubhouse or on Club property.

## **1.10. USE OF ELECTRONIC EQUIPMENT**

**1.10.1.** Use of cell phones and pagers is prohibited within Club buildings, on or near the golf practice facility or while participating in sports or pool area activities except for emergency use.

**1.10.2.** Use of radios, tape players and CD players except with the use of headsets is prohibited in common areas, including dining rooms, bar, pool areas, on the golf course and tennis courts unless otherwise approved by the Board of Directors or the Club General Manager.

## **1.11. PETS**

Dogs or other pets, with the exception of seeing-eye dogs, are not permitted in Club buildings or at the pools. Members may walk their pets on Club premises only in such areas and at such times as may be approved by the Board of Directors or the Club General Manager. Pets on Club premises shall be leashed at all times except on the golf course when the Pro Shop is closed and shall then be leashed or under voice control. Members are requested to dispose properly of any excrement produced by their pets.

## **1.12. GOLF CARTS AND CART PATHS**

**1.12.1.** Use of the golf course or the cart paths by non-players is strictly forbidden at all times when the pro shop is open.

**1.12.2** Golf carts are not to be driven on the cart paths by members driving to and from the Clubhouse area. Members are requested to use the roadways for this purpose.

**1.12.3.** Golf carts are to be white or near white in color and will be subject to the approval of the Golf Professional.

## **1.13. GOLF CART LIABILITY**

Liability concerning privately owned golf carts is solely the individual responsibility of the owning member.

## **1.14. LAGOON FISHING**

All fishing in the lagoons is strictly on a catch and release basis and not to be conducted in any areas abutting the golf course during hours in which the Pro Shop is open.

## **2. CLUB SERVICES AND ACTIVITIES**

### **2.1. RESERVATIONS**

Reservations are required for most Club activities and are taken on a first-come, first-serve basis by pre-registering with the appropriate Club personnel.

### **2.2. RESERVATION CANCELLATION**

Cancellation of reservations for activities requiring prior payment may be made before the payment deadline without penalty. However, after that time, no refunds will be made except in emergencies as determined in the sole and absolute discretion of the Club General Manager.

### **2.3. PRIVATE PARTIES**

The Club wishes to encourage the use of the Clubhouse by members for private parties on any day or evening, provided it does not interfere with the normal operation of the Club, or with the service regularly available to the members. Such parties require the prior written approval of the Club General Manager. The sponsoring member assumes full responsibility for the conduct of his or her guests and may be required to execute a written document so signifying.

### **3. DINING ROOM**

#### **3.1. DINING MINIMUMS**

**3.1.1.** Each member will be charged a monthly food and beverage minimum as determined from time to time by the Board of Directors. All food and beverage charges exclusive of taxes and gratuities will be credited against the food and beverage minimum until such time as the minimum is completely used.

**3.1.2.** Any amount of the minimum unused in a membership year will not be carried over to the subsequent membership year.

#### **3.2. RESERVATIONS**

**3.2.1.** Dinner reservations are requested. Members are asked to assist in maintaining required service levels by making reservations for dining prior to noon on the day involved. For a party of ten or more, a minimum additional twenty-four (24) hour notice is required whenever possible. The courtesy of providing notice of necessary changes or cancellations is requested not later than 5:00 p.m. on the day involved.

**3.2.2.** For all functions at the Club, tables will be assigned on a first-call, first-choice basis.

#### **3.3 GRATUITIES**

**3.3.1.** A service charge in an amount determined by the Board of Directors from time to time will be added to all food and beverage sales which will be distributed to service personnel.

**3.3.2.** In November, it is customary to send a letter from the President of the Board of Directors providing an opportunity for the membership to contribute to a Holiday Fund for employees. Payment will be voluntary and, if elected, shall be included on each member's November bill.

### **4. ATTIRE**

#### **4.1. CLUBHOUSE**

**4.1.1.** It is expected that members will 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. Special dress requirements may be established from time to time by the Board of Directors or the Club General Manager and made known to the members.

**4.1.2.** Appropriate attire for use of the dining facilities and Clubhouse for breakfast or luncheon consists of comfortable sportswear including tennis or golf clothes. No swimwear, even if accompanied by a robe or cover-up will be permitted.

**4.1.3.** Appropriate attire for dinner in the Clubhouse is expected to include collared shirts for gentlemen. Formal dining rooms require jackets for gentlemen.

**4.1.4.** Gentlemen may wear hats in the grillroom and lounge until 6 pm and are requested to remove their hats at other times and when elsewhere in the Main Clubhouse.

**4.1.5.** Dress standards of the Clubhouse may be waived or altered from time to time for special activities and functions.

#### **4.2. GOLF**

Proper golf attire is required at all times on the golf course and practice facility. Everyone must wear soft-spiked golf shoes. Men's shirts must have collars. Tank tops, gym shorts, cutoffs and denim jeans are not appropriate in these areas.

#### **4.3. TENNIS**

Proper tennis attire is required at all times when on the tennis courts. Smooth sole tennis shoes, as distinguished from basketball or jogging shoes, are required.

#### **4.4. POOLS**

All swimmers must wear bona fide swimming attire. Cutoffs, dungarees and Bermudas are not considered appropriate swimwear. Children wearing diapers are prohibited in the pools.

## **5. GUESTS**

### **5.1. GENERAL**

**5.1.1.** Callawassie Island property owners who are not members cannot use the Club facilities as a guest of a member except for attendance at private functions or other approved group activities.

**5.1.2.** All guests shall either be "day guests" or "house guests". A houseguest is defined as a guest temporarily residing in a member's unit at Callawassie. All other guests shall be considered to be day guests.

**5.1.3.** A day guest may be invited to use the golf course, tennis or pool facilities up to six (6) times per year.

### **5.2. REGISTRATION AND CHARGES**

**5.2.1.** Guests may use the Club facilities either in the company of or unaccompanied by the sponsoring member, pursuant to conditions established by the Club from time to time including the payment of a guest fee if applicable.

**5.2.2.** If a guest is to use the Club facilities at any time without the accompaniment of the sponsoring member, the guest must be registered for a guest pass at the Club office by the sponsoring member prior to such unaccompanied usage. Information to be provided by the sponsoring member will include:

- Guest's name
- Club usage dates
- Callawassie residence and telephone number if applicable
- Whether or not the guest is to be authorized to sign for charges against the sponsoring member's Club account

**5.2.3.** Guest registration may be accomplished by the sponsoring member and guest personally appearing at the Club office or by letter, phone or fax. A registered guest may pick up his or her guest pass at the Club office during normal office hours.

**5.2.4.** Temporary charging privileges may be established at the Club office for guests.

**5.2.5.** Unaccompanied guests will not be allowed to use Club facilities without a guest pass which must be made available upon request at any time.

**5.2.6.** Member accompanied guests will not require a guest pass to use the Club facilities but must be registered with the appropriate professional prior to use of the Golf or Tennis facilities.

**5.2.7.** Guests may sign for charges against the hosting member's account if specifically authorized to do so in writing by the hosting member or they may charge to recognized personal charge cards. The hosting member will be responsible for any unpaid charges incurred by his or her guest(s).

**5.2.8.** The sponsoring member will at all times be responsible for the conduct of his or her guests while at the Club. If the manner, deportment and appearance of any guest is deemed by the Club to be unsatisfactory, the sponsoring member shall at the request of the Club General Manager, cause such guest to surrender his or her guest card and leave the Club premises. The Club may at any time suspend or terminate the guest sponsorship privileges of any member(s) of the Club.

## **6. CHILDREN**

**6.1** Children under fifteen years of age are not allowed in the Clubhouse pool, nor are they allowed in the Clubhouse unless accompanied by an adult.

**6.2** Children under fifteen years old may use the River Club Pool when accompanied by an adult.

**6.3** Children under the applicable minimum legal drinking age are not allowed in the bar unless accompanied by a parent.

**6.4** The Golf Course may be used by juniors under thirteen years of age with the permission of the Golf Professional.

**USE OF GOLF CARTS BY CHILDREN UNDER THE AGE OF FIFTEEN WITHOUT THE PRESENCE OF AN ADULT IN THE CART IS STRICTLY PROHIBITED.**

## **7. LESSEE PRIVILEGES**

**7.1.** Members shall have the right to designate the lessee of their residential unit in Callawassie as the beneficial user of their membership.

**7.2.** The sponsoring member must initiate the application for use privileges and furnish the Club with a copy of the lease, and the lessee's application must be approved by the Club General Manager prior to the lessee's use of the Club's facilities.

**7.3.** During the period when a lessee is designated as the user of the member's membership, the member shall not have the right or privileges of membership.

**7.4.** Lessees shall pay the designated fees for use of the Club's facilities.

**7.5.** Lessee member privileges may be denied, withdrawn, or revoked at any time for reasons considered sufficient by the Board of Directors in its sole and absolute discretion.

**7.6.** The Equity member will be responsible for the department of and for all unpaid charges of the lessee.

## **8. POOLS**

### **USE OF THE CLUB POOL FACILITIES AT ANY TIME IS AT THE RISK OF THE SWIMMER**

#### **8.1. GENERAL**

**8.1.1.** Only members and their guests may use the pools.

**8.1.2.** Showers are required prior to entering the pools.

**8.1.3.** Pool furniture must be kept on patio decks. All persons using pool furniture are required to cover the furniture with a towel when using suntan lotions. It has been found that these preparations stain and damage the vinyl strapping.

**8.1.4.** No running, jumping or boisterous playing is allowed.

**8.1.5.** All persons using the pool areas and washrooms are responsible for keeping the areas clean by properly disposing of towels, cans, paper plates, cigarettes, etc.

**8.1.6.** All swimmers must wear bona fide swimming attire. Cut-offs, dungarees and Bermudas are not considered appropriate attire.

**8.1.7.** Fishing, spear fishing and snorkeling equipment, other than a mask and/or fins are not to be used in the pool areas except as part of an organized course of instruction.

#### **8.2. SAFETY**

**8.2.1.** \* No person under the influence of drugs or alcohol should use the pools.

**8.2.2.** \* No spitting or blowing nose in pools.

**8.2.3.** \* No person with communicable diseases allowed in pools.

**8.2.4.** \* No person with skin, eye, ear or nasal infections allowed in pools.

**8.2.5.** \* No animals or pets allowed in the pools or pool areas or on the marina docks.

**8.2.6.** \* No glass or hard plastic allowed in the pools or pool areas.

8.2.7. \* Pools are open from 8:00 a.m. to sundown.

8.2.8. \* A FIRST AID KIT is located on the wall entering the restroom area at each pool.

8.2.9. \* AN EMERGENCY PHONE is located on the wall entering the restroom area at each pool.

8.2.10. \* NO SOLO SWIMMING. NO LIFEGUARD ON DUTY. SWIM AT YOUR OWN RISK.

### 8.3. RULES ENFORCEMENT

The Club General Manager has full authority to enforce these rules and regulations, and any infractions will be reported to the Board of Directors. By being mindful of these rules, all members and guests will be able to enjoy fully the pool facilities.

\* All rules marked with an asterisk are required by DHEC.

### 8.4. CLUBHOUSE POOL

8.4.1. This pool is an ADULT pool. Persons must be fifteen years or older to use this pool.

8.4.2. Bringing food and beverages to the Clubhouse pool area is prohibited during Club service hours of 11:00 a.m. to 3:00 p.m. Tuesday through Sunday. The Club will serve food and beverages poolside during these hours.

8.4.3. No food is permitted in or around the perimeter of the pool. Members are encouraged to use the tables under the arbor.

8.4.4. \*The maximum number of swimmers allowed in the pool is 100.

### 8.5. RIVER CLUB POOL

8.5.1. Children under fifteen years old must be accompanied by a parent or guardian.

8.5.2. No food is permitted in or around the perimeter of the pool. Members are encouraged to use the picnic tables on the back deck of the River Club.

8.5.3. Those wearing diapers are prohibited in the pool.

8.5.4. \*The maximum number of swimmers allowed in the pool is 100.

## 9. GOLF

9.1. Rules concerning the use of the golf course and related facilities will be established from time to time by the Board of Directors with the advice of the Golf Committee, the Green Committee, the Golf Professional or the Club General Manager, will be made available to members as a printed booklet entitled, "Golf Rules and Guidelines," and will include the following:

- Starting times and weather associated policies
- Rain check policy
- Driving range rules
- Private golf cart rules
- Handicaps
- Golf course etiquette
- Attire

9.2. All members should familiarize themselves with and comply with the Club Golf Rules to ensure and enhance the enjoyment of the golf facilities by all members

9.3. Special rules and notices concerning golf facility usage will be posted on the bulletin boards in the Pro Shop from time to time as necessary and appropriate.

## **10. TENNIS**

**10.1.** Rules concerning the use of the tennis facilities will be established from time to time by the Board of Directors with the advice of the Tennis Committee, the Tennis Professional or the Club General Manager, will be posted on the bulletin board at the tennis court or in the Tennis Pro Shop, and will include the following:

- Sign up privileges and restrictions
- Tennis attire
- Court etiquette
- Court maintenance

**10.2.** All club members are encouraged to familiarize themselves with and comply with the Club Tennis Rules to ensure and enhance the enjoyment of the tennis facilities by all members.

**10.3.** Special rules and notices concerning tennis facility usage will be posted on the bulletin board at the tennis courts or the Tennis Pro Shop from time to time as necessary and appropriate.

## **11. RIVER CLUB DOCK USAGE**

**11.1** The Club dock adjacent to the River Club is maintained and operated by the Club for the exclusive use of Club members and their guests. All other use of this facility, unless specifically authorized by the Club General Manager or the Board of Directors, is strictly prohibited and should be reported to the Club General Manager or Security.

**11.2** THERE WILL GENERALLY BE NO ATTENDANT PRESENT AT OR NEAR THE DOCK FACILITY AND ALL MEMBERS AND GUESTS USE THE DOCK STRICTLY AND COMPLETELY AT THEIR OWN RISK FOR ANY PROPERTY DAMAGE, LOSS OR PERSONAL INJURY. FOR SAFETY REASONS UNACCOMPANIED CHILDREN ARE NOT PERMITTED ON THE DOCK FACILITY.

**11.3** Club members or their guests are permitted to tie boats to the dock facility for a period not to exceed 72 consecutive hours unless otherwise approved by the Club General Manager.

**11.4** In recognition of the severe river currents often present, rafting of a boat alongside another is not thought to generally be prudent and therefore, for safety reasons, extreme caution in doing so is recommended.

**11.5** In compliance with dock permit restrictions, no persons are permitted to remain on docked boats overnight and any discharge of waste, garbage or other materials into the surrounding waters by any person at any time is strictly prohibited.

**11.6** All Club members owning boats and who anticipate using the dock facility from time to time are required to list their boat registration number with the Club General Manager's office in order that any observed problems with a docked boat can be promptly reported to the owner. Any member guests docking boats for overnight stay are similarly requested to register boats with security for safety reasons.

**11.7** Members using the facility for crabbing are required to clearly mark any traps left unattended at the dock with their names. Any baited trap placed in the water should be attended at least once every 24 hours.

**11.8** The dock is an important Club facility operated for the pleasure of all Club members, both boat owners and others. Mutual consideration of and respect by all concerned for the rights and privileges of other members, including adjacent property owners, is requested and expected.

**11.9** Callawassie Island Property Owners who are not Club members or their guests cannot use the dock facilities at any time including use as a guest of a member.

## **12. MEMBERSHIP CARDS**

**12.1.** A membership card indicating a Club account number and type of membership will be issued to the member as well as other eligible members of the family entitled to membership privileges. Membership cards are not transferable. Presentation of a membership card may be required prior to use of the Club facilities.

**12.2.** A membership card may not be used by any person other than the member to whom it is issued.

**12.3.** In the event of a lost or stolen membership card, the Club General Manager must be notified in writing immediately. The member shall be responsible for all charges placed on the account until the Club is notified in writing that the membership card has been lost or stolen. For each card replaced, a \$5.00 charge per card, will be placed on the member's account.

## **13. DUES, FEES, ASSESSMENTS AND CHARGES**

### **13.1. BILLING**

**13.1.1.** Annual membership dues are payable monthly in advance.

**13.1.2.** All charges incurred by the member to his or her Club account will be billed monthly and shall be deemed delinquent if not paid within thirty (30) days of the statement date.

### **13.2. PAYMENT**

**13.2.1.** If payment is not received by the end of the month following the statement date, the outstanding balance will be subject to an interest charge of one and one half percent (1.5%) per month which will be added to the balance until payment is received.

**13.2.2.** Arrangement or payment for services will generally be expected to be made at the time the service is rendered.

**13.2.3.** Form of payment may be by use of Club account number by the member, member's immediate family or authorized guests of the member or recognized credit card. Purchases in the Pro Shop also may be made in cash.

**13.2.4.** Charges to a Club account will appear on the next monthly statement and payment will be expected in accordance with the terms spelled out above.

### **13.3. DELINQUENCIES**

**13.3.1.** Any member whose account is delinquent for sixty (60) days from the statement date may be suspended by the Board of Directors. Suspended members may not use any Club facilities, participate in any Club activities, or vote on any Club matters. Suspended members may be reinstated by the Board of Directors within four (4) months of their suspension upon payment of all indebtedness plus all dues, fees, assessments and charges (including any food and beverage minimums) accrued since the initial time of delinquency, plus interest calculated at the rate of one and one half percent (1.5%) monthly. Any member whose account is not settled within the four (4) months' period following suspension shall be expelled from the Club.

**13.3.2.** Suspended members will have their names posted in a prominent place in the Clubhouse.

**13.3.3.** In accordance with the By-Laws, the Club shall have a lien against each membership for any unpaid dues or other charges made by that member of the Club, which lien shall also accrue reasonable attorneys' fees incurred by the Club incident to the collection of such dues or other charges, or enforcement of such lien, whether or not legal proceedings are initiated. Any other liens placed against such equity membership shall be junior to Club's lien.

**13.3.4.** If the Club commences any legal action to collect any amount owed, or to enforce any liability of a member to the Club, the member shall also be liable for all costs and expenses of the legal action and reasonable attorneys' fees required in connection with appellate proceedings.

## **14. DISCIPLINE**

### **14.1. GENERAL**

**14.1.1. Improper Conduct.** Any member whose conduct, or whose family's or guests' conduct, shall be deemed by the Board of Directors to be improper or likely to endanger the welfare, safety, harmony or good reputation of the Club or its members, may be reprimanded, fined, suspended or expelled from the Club by action of the Board of Directors. The Board of Directors shall be the sole judge of what constitutes improper conduct or conduct likely to endanger the welfare, safety, harmony or good reputation of the Club or its members.

**14.1.2. Board Action.** Any such member shall be notified of such proposed action and shall be given an opportunity to be heard by the Board of Directors to show cause why he or she should not be disciplined in accordance with this Article. If such member desires to appeal, the Board of Directors shall set a time and date for the appeal hearing, which is not less than ten (10) days after the Board sets the date. While such appeal is being considered by the Board, the member shall enjoy the privileges of the Club.

**14.1.3. Suspension.** The Board of Directors may suspend a member and his or her family or guests from some or all the Club privileges for a period of up to one (1) year. Dues and other obligations shall accrue during such suspension and shall be paid in full before reinstatement to full privileges.

**14.1.4. Termination.** The Board of Directors may by a two-thirds (2/3) vote of the directors present request the resignation of any member of the Club for cause deemed sufficient to the Board. If the member does not resign at the request of the Board, the member may be expelled by the Board.

**14.1.5. Expulsion.** Any Member of the Club who has been expelled shall not again be eligible for membership nor admitted to Club Facilities under any circumstances. An expelled member shall be so notified by registered mail and shall have the obligation to surrender his or her membership certificate for reissuance by the Club to a new member.

**14.1.6. Voting Rights.** Any member suspended or terminated by action of the Board of Directors shall automatically lose all membership privileges including the right to a vote on Club matters during the period of suspension or termination.

### **14.2. REPRIMAND, SUSPENSION, EXPULSION AND TERMINATION OF MEMBERSHIP**

**14.2.1.** Any member may terminate membership in the Club by delivering to the Membership Director written notice of termination in accordance with the Plan for the Offering of Club Memberships. Notwithstanding termination, the member shall remain liable for any unpaid club account, membership dues and charges (including any food and beverage minimums).

**14.2.2.** A member may be reprimanded, expelled or suspended by the Board of Directors if, in the sole judgment of the Board of Directors, the member, his or her family or guests:

- Exhibits unsatisfactory behavior, deportment and appearance
- Fails to pay the required membership contribution, dues, fees, charges (including any food and beverage minimums) or assessments in a proper and timely manner
- Fails to abide by the rules and regulations for the golf, tennis, pool and dining facilities or for any other recreational facilities of the Club
- Verbally or physically abuses the personnel or employees of the Club
- Submits false information on his or her Application or with respect to his or her guests or lessees

**14.2.3.** Notwithstanding any termination or suspension of membership, the member shall remain liable for any unpaid club account or membership dues, fees, charges and assessments and such member shall not be entitled to a refund of any part thereof paid by the member to the Club.

**14.2.4.** Any member who has had his or her membership terminated for any reason shall not again be admitted to the Club's Facilities under any circumstances while such suspension or termination is in force and shall not be permitted to vote on any matter brought before the members.

**14.2.5.** A suspended or terminated member may have full membership privileges restored only by specific Board of Directors action to restore such status until such time as the membership is reissued under the terms of the Plan for the Offering of Memberships.

## **15. LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY**

**15.1.** The Club shall not be responsible for any loss or damage to any property left or stored on the Club's premises, whether in lockers or elsewhere.

**15.2.** No person shall remove from the Club's premises any property belonging to the Club without proper authorization. Every member of the Club shall be liable for any property damage and/or personal injury at the Club, or at any activity or function operated, organized, arranged or sponsored by the Club, caused by the member, or his or her family, guests or lessees. The cost of any such damage may be charged to the member's club account.

**15.3.** Any 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, 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 premises, shall do so at his or her own risk, and shall hold the Club and its directors, officers, employees, representatives, and agents harmless for any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom and/or from any act or omission of any director, officer, employee, representative or agent of the same. Any member shall have, owe and perform the same obligation to the Club, and its directors, officers, employees, representatives and agents, hereunder in respect to any such loss, cost, claim, injury, damage or liability sustained or incurred by any guest of such member.

## **16. MAILING ADDRESSES**

**16.1.** Each member shall be responsible to inform and file with the Club General Manager's office in writing, preferably on a form provided by the Club, his mailing address, or any changes thereof, to which the member wishes all notices and invoices sent. A member shall be held to have received his club mailings ten (10) days after they have been mailed to the address on file with the Club General Manager's office.

## **17. PRIVACY OF CLUB INFORMATION**

**17.1.** The Club does not generally provide information concerning Club activities or membership to the media or to other third parties. When appropriate, the designated Club media representative will do so. Members are cautioned to avoid answering media questions and specifically from providing club documents or member information to individuals outside the membership.

**17.2.** The roster or list of members in the Club shall be furnished only to members and appropriate Club staff and shall not be used by or given to anyone else by a member of the Club for any reason whatsoever.



**THE CALLAWASSIE ISLAND MEMBERS CLUB**  
**PLAN FOR THE OFFERING OF MEMBERSHIPS**  
**Amended as of February 1, 2008**

**1.0 GENERAL DESCRIPTION OF THE PLAN FOR THE OFFERING OF MEMBERSHIPS**

**1.1 PURPOSE OF THE PLAN FOR THE OFFERING OF MEMBERSHIPS**

The Callawassie Island Members Club, Inc., a South Carolina non-stock and non-profit corporation (the "Club") owns and operates the golf, tennis, swimming and social facilities on Callawassie Island, South Carolina for the use, recreation and enjoyment of its members. The Board of Directors of the Club has adopted this Plan for the Offering of Memberships (the "Plan") as mandated by Article X of the By-Laws, and along with the Articles of Incorporation of The Callawassie Island Members Club, Inc., the current By-Laws of The Callawassie Island Members Club, Inc. (the "By-Laws"), the current General Club Rules of The Callawassie Island Members Club, Inc., and the Club Purchase Agreement between Callawassie Island Company L.P. (the "Partnership"), The Callawassie Island Club, Inc., and The Callawassie Island Members Club, Inc. dated October 26, 1999, as amended (the "Club Purchase Agreement"), offer persons the opportunity to acquire an Equity Membership (as defined below) at the Club.

**1.2 DESCRIPTION OF THE CLUB FACILITIES**

The facilities currently owned by the Club (the "Club Facilities") that are available for use include the following:

- a 27-hole championship golf course designed by Tom Fazio;
- a driving range and practice green;
- 6 tennis courts;
- a clubhouse facility, which includes locker rooms, a golf shop, tennis shop, a fitness center, a dining room, a bar, a snack shop, club rooms, and administrative offices;
- a swimming pool and deck area, located adjacent to the clubhouse;
- a river club, which is located on the Colleton River and includes a swimming pool, bathhouse, club room, kitchen, barbecue area and boat dock;
- auxiliary buildings used for maintenance, equipment storage, and administration;
- and
- parking facilities.

The Club may modify these facilities and provide such other facilities as it deems appropriate from time to time.

**1.3 GENERAL DESCRIPTION OF MEMBERSHIP CATEGORIES**

The Club is currently offering two categories of Equity Membership known as Equity Golf Memberships and Equity Social Memberships, and one category of non-equity membership known as Non-Equity Associate Memberships as further described in Section 2.3.4.

The Club has previously issued Spring Island Non-Equity Social Memberships and Spring Island Founder Memberships. Although these memberships are not currently being offered by the Club, the rights and privileges of these members are described herein.

EXHIBIT A

Club to reissue his/her Equity Membership to such non-member/third party. However, the three (3) transactions (both residential units or lots and the reissuance of the Equity Membership) must have simultaneous closing dates. The reissuance of an Equity Membership to the non-member/third party shall be considered a resale of an Equity Membership in accordance with Sections 5.4 and 5.6, and shall be subject to all of the requirements as set forth therein.

#### **5.9 TRANSFER UPON DEATH OF A MEMBER**

Upon the death of an Equity Member or Spring Island Founder Member in good standing who is survived by a spouse, the deceased member's membership will automatically pass to the surviving spouse without payment of any new membership contribution in accordance with the provisions of this section. If the deceased Equity Member is not survived by a spouse, then the legatee or heir of the Equity Membership may acquire the deceased member's Equity Membership without payment of any new membership contribution. If the legatee or heir desires to acquire the Equity Membership, the legatee or heir must apply for the membership within one hundred twenty (120) days after his/her right to the Equity Membership has been determined and pay to the Club all dues, fees and other Charges from the date of the member's death to the date of the application. If the legatee or heir does not apply for the Equity Membership within one hundred twenty (120) days after acquiring the right to the Equity Membership, then the Equity Membership will be deemed to have been resigned and will be reissued by the Club in the same manner as any other resigned Equity Membership. Upon the reissuance of such Equity Membership, the estate of the deceased member will be paid the amount of the membership contribution which would otherwise have been payable to the deceased member in accordance with Section 5.6 less all dues, fees and other Charges associated with the Equity Membership that are owed to the Club. In any event, the spouse, legatee/heir and/or estate of the deceased member shall be responsible for payment of all dues, fees and other Charges associated with the deceased member's Equity Membership from the date of the member's death until such time as the deceased member's residential unit or lot on Callawassie Island is transferred to another owner and such owner acquires an Equity Membership.

Upon the death of all other non-equity members, the membership is not transferable.

The Club reserves the right, in its sole discretion, to establish such other rules as may be necessary in connection with the transfer of a membership upon the death of a member and may require the execution of such forms as may be deemed necessary by the Club from time to time.

#### **5.10 SEPARATION OR DIVORCE OF MEMBERS**

In the event of the divorce or legal separation of an Equity Member or Spring Island Founder Member in good standing, the Equity Membership shall belong to the party designated by agreement of the member and the member's spouse or as designated by final court order, provided, however, that in order for the Equity Membership to be transferred to the spouse, the spouse must satisfy all membership eligibility requirements. Both of the divorced or legally separated persons must give written notice to the Club designating the person who is entitled to the rights and privileges of the Equity Membership within five (5) days after the divorce or legal separation is final. Until written notice has been provided to the Club, both spouses will be responsible for the payment of all dues, fees and other Charges associated with the membership. A spouse who does not retain or acquire the Equity Membership shall no longer be permitted to use the Club Facilities upon the entry of a separation or final divorce order. The Club will not be involved in any dispute, and reserves the right to suspend any and all membership privileges in the event of a dispute between a member and his/her spouse with respect to the ownership of an Equity Membership and use of the Club Facilities.

In the event of the divorce or legal separation of all other non-equity members in good standing, the membership is not transferable.

The Club reserves the right, in its sole discretion, to establish such other rules as may be necessary in connection with the transfer of a membership upon the divorce or legal separation of a member and may require the execution of such forms as may be deemed necessary by the Club from time to time.

#### **5.11 PAYMENT OF DUES AND OTHER CHARGES BY RESIGNING MEMBERS**

An Equity Member who is on the waiting list to sell his/her membership will be obligated to continue to pay to the Club all dues, fees and other Charges associated with his/her membership until his/her Equity

Membership is reissued by the Club. Any unpaid dues, fees and other Charges plus interest accrued under the then prevailing terms of the General Club Rules will be deducted from the amount to be paid to the resigned member upon the reissuance of his/her resigned Equity Membership. A resigned member will be entitled to use the Club Facilities so long as the resigned member is obligated and continues to pay all dues, fees and other Charges associated with the resigned Equity Membership.

#### **5.12 DUES, FEES AND CHARGES PRORATED UPON REISSUANCE OF RESIGNED EQUITY MEMBERSHIP**

If a resigned Equity Membership is reissued by the Club during a membership year, the resigned Equity Member will be entitled to receive a refund of all dues and other Charges paid in advance for the remainder of the membership year.

#### **5.13 NON-EQUITY ASSOCIATE MEMBERS AND SPRING ISLAND NON-EQUITY SOCIAL MEMBERS ARE NOT ENTITLED TO A REFUND OF ANY AMOUNT UPON RESIGNATION OF MEMBERSHIP PRIVILEGES**

Non-Equity Associate Memberships and Spring Island Non-Equity Social Memberships are not transferable and shall terminate upon resignation of membership privileges. Non-Equity Associate Members and Spring Island Non-Equity Social Members are not entitled to a refund of any amounts whatsoever (i.e., membership contribution, dues, fees and other Charges) previously paid for membership upon the resignation or other termination of membership.

### **6.0 DUES, FEES, CHARGES AND LIENS**

#### **6.1 SETTING OF DUES, FEES AND CHARGES**

Members are and will continue to be the primary source of operating and capital funds for the Club. The Board of Directors of the Club will, from time to time, determine the dues, fees and other Charges (including any food and beverage minimums) for each category of membership. All dues will be payable in advance, on or before the first day of each month during the membership year, unless otherwise determined by the Club.

The timely payment of dues, fees, food and beverage minimums, assessments, charges, state taxes, service charges and other charges that the Club may establish from time to time (collectively, the "Charges") is required to obtain and maintain membership privileges at the Club.

#### **6.2 RESIDENT DUES AND NONRESIDENT DUES**

Resident and nonresident dues categories are currently available for Equity Golf Memberships. Each Equity Golf Member who owns a completed residential unit on Callawassie Island or who resides for three (3) or more months during any membership year in Beaufort or Jasper Counties, South Carolina, or Chatham County, Georgia, will be considered to be a "resident" and will be required to pay resident dues. All other Equity Golf Members shall pay nonresident dues. It is the responsibility of Equity Golf Members to inform the Club immediately upon a change in resident status.

The Club does not currently offer a nonresident dues category for Equity Social Memberships and therefore, all Equity Social Members shall pay resident dues. However, those existing Equity Social Members that qualified for nonresident dues status prior to July 1, 2005, shall be grandfathered and be permitted to continue to pay nonresident dues established by the Club.

#### **6.3 SURVIVING SPOUSE MAY ELECT TO PAY LESS DUES**

The Club allows a limited number of persons whose spouse was a resident Equity Golf Member in good standing at the time of his/her death to elect Surviving Spouse Privileges as described herein. A surviving spouse who elects Surviving Spouse Privileges, shall be permitted to use all of the Club Facilities except the golf course and golf practice facilities on a space available basis upon payment of the applicable dues, fees and other Charges. Such surviving spouse will be entitled to reserve tennis court times in accordance with rules then in effect and will not be required to pay any court fees for use of the tennis facilities. At the

# AMENDED AND RESTATED BY-LAWS OF CALLAWASSIE ISLAND MEMBERS CLUB

March, 2009

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## ARTICLE I PURPOSE OF CLUB

The nature and purpose of the Callawassie Island Members Club, Inc., ("Club") is to own and operate a private country club for the recreation, pleasure and benefit of its equity members.

## ARTICLE II CLUB EMBLEM

The emblem of the Club shall be of a style and design to be approved by the Board of Directors.

## ARTICLE III MEMBERS MEETING

3.1 Annual Meeting. An annual meeting of the equity members of the Club shall be held for the purposes of receiving reports of officers and others, electing directors, and for such other business as may be properly brought before the meetings.

3.2 Date and Place of Annual Meeting. The annual meeting of the Equity members shall be held at such appropriate time and place in South Carolina as the Board of Directors may designate.

3.3 Special Meetings. Special meetings of the equity members may be called by the President of the Board of Directors, a majority of the members of the Board of Directors or, upon the written request of ten percent (10%) or more of the members entitled to vote. Such request shall be submitted to the President who shall then call a special meeting within thirty (30) days of the date of such request. Notices of any special meeting must contain a statement of the purpose for which such special meeting is called and no other business may be transacted at that meeting.

3.4 Notices. The Secretary shall give not less than fifteen (15) days nor more than fifty (50) days prior notice, by mail, prepaid, to all equity members of the Club, stating the time, place, and purpose of any meeting.

3.5 Quorum. The presence, either in person or by written proxy, of equity members having a majority of the votes then entitled to be voted shall constitute a quorum at any meeting of the equity members. A quorum must be present to constitute a legal vote of the Equity members.

3.6 Proxies. Members may vote by proxy. The Board of Directors will determine the form and procedures for the use of the proxies authorized in writing.

3.7 Voting Percentage. Except for the election of members to the Board of Directors, which shall be by plurality vote, a majority of those equity members present (in person or by proxy) is necessary for passage of any issue before the equity members.

3.8 Memberships. Each equity membership shall entitle the equity member to vote on various club matters, including the election of the Board of Directors. Each Golf membership shall entitle the golf member to five (5) votes, while each social membership shall entitle the social member to two (2) votes. Spring Island founder members shall have the same voting privileges as a golf member.

(d) Ad Hoc Committee. The President, subject to the approval of the Board of Directors, may appoint from time to time such ad hoc committees with such powers and composition as the President shall determine appropriate.

(e) Powers of Committees. Except for the Executive Committee, these committees shall act only as advisory committees and the individual members thereof shall have no power or authority. The chairman of each committee may appoint from the members of his or her committee such subcommittees as the chairman deems desirable. Such subcommittees shall report directly to the committee as a whole, which shall approve, amend or disapprove the report of the subcommittee.

(f) Terms of Committee Chairmen and Committee Members. A committee chairman may not serve as a committee chairman on the same committee for more than three (3) successive years. A committee member may not serve as a member of the same committee for more than three (3) successive years unless approved by the Board of Directors. Only one individual per membership may serve on the same committee during a single term. The term of a committee chairman or a committee member may be terminated at any time by the President with the approval of the Board of Directors.

## ARTICLE X PLAN OF MEMBERSHIP

10.1 Plan of Membership. The Board shall adopt, and administer as appropriate, a Plan of Membership for the Club, the Plan shall include, but not be limited to:

- (a) Description of Club facilities;
- (b) Membership application procedures and offering statement;
- (c) Equity membership category description and numbers statement;
- (d) Membership privileges statement;
- (e) Membership transfer provisions;
- (f) Dues, fees, charges and assessments rules and procedures; and
- (g) Plan amendment procedures.

## ARTICLE XI DELINQUENCIES

The Club shall have a lien against each membership for any unpaid assessments, fees, annual dues or other charges made by that member of the Club, which lien shall also accrue reasonable attorneys' fees incurred by the Club incident to the collection of such annual dues or other charges, or enforcement of such lien, whether or not legal proceedings are initiated. The lien may, but need not, be recorded among the public records of Beaufort County, South Carolina, by filing a claim therein which states the name of the member, the number of the membership and the amount claimed to be due, and said lien shall continue in effect until all sums secured by the lien, together with all costs incurred in recording and enforcing said lien, shall have been paid. Such claims of lien may be signed by an officer of the Club. Upon full payment, the member making payment shall be entitled to be reinstated as a member in good standing of the Club and all such liens may be foreclosed by the Club, in any action at law or in equity, with or without five (5) days prior written notice of the intended foreclosure, as may be deemed appropriate by the Club. The Club may also, at its option, sue to recover a money judgment for unpaid annual dues or other charges without thereby waiving the lien securing the same.

Any other liens placed against such equity membership shall be junior to Club's lien.

# **THE CALLAWASSIE ISLAND MEMBERS CLUB, INC. GENERAL CLUB RULES**

General Club Rules current as of February 23, 2009.

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accordance with this Article. If the Board decides to proceed with the suspension and such member(s) desire to appeal, the Board of Directors shall set a time and date for the appeal hearing within 10 days from the date of the appeal request. While such appeal is being considered by the Board, the member shall enjoy the privileges of the Club.

Notwithstanding the above, the Board reserves the right to suspend immediately without privileges should the circumstances warrant such action.

**14.1.3. Suspension.** The Board of Directors may suspend a member and his or her family or guests from some or all Club privileges for a period of up to one (1) year. Dues and other obligations shall accrue during such suspension and shall be paid in full before reinstatement to full privileges.

**14.1.4. Termination.** The Board of Directors may, by a two-thirds (2/3) vote of the directors, request the resignation of any member of the Club for cause deemed sufficient to the Board. If the member does not resign at the request of the Board, the member may be expelled by the Board.

**14.1.5. Expulsion.** Any Member of the Club who has been expelled shall not again be eligible for membership nor admitted to Club Facilities under any circumstances. An expelled member shall be so notified by registered mail and shall have the obligation to surrender his or her membership certificate for reissuance by the Club to a new member.

**14.1.6. Voting Rights.** Any member suspended or terminated by action of the Board of Directors shall automatically lose all membership privileges including the right to a vote on Club matters during the period of suspension or termination.

## **14.2. REPRIMAND, SUSPENSION, EXPULSION AND TERMINATION OF MEMBERSHIP**

**14.2.1.** Any member may terminate membership in the Club by delivering to the Membership Director written notice of termination in accordance with the Plan for the Offering of Club Memberships. Notwithstanding termination, the member shall remain liable for any unpaid club account, membership dues and charges (including any food and beverage minimums) until the membership is sold.

**14.2.2.** A member may be reprimanded, expelled, or suspended by the Board of Directors if, in the sole judgment of the Board of Directors, the member, his or her family, or guests, or lessees is deemed improper or likely to endanger the welfare, safety, harmony or good reputation of the Club or its members. The following includes, but is not limited to, examples of conduct that are not acceptable:

- Exhibit unsatisfactory behavior, deportment and appearance
- Fail to pay the required membership contribution, dues, fees, charges (including any food and beverage minimums) or assessments in a proper and timely manner
- Fail to abide by the rules and regulations for the golf, tennis, pool, fitness, and dining facilities or for any other recreational facilities of the Club
- Verbally or physically abuse the personnel or employees of the Club
- Submit false information on his or her application or with respect to his or her guests or lessees
- Use or reproduce the information in the membership directory in any manner or means for commercial or charitable purpose or provide information contained in the membership directory to persons who are not members of the Club.

The foregoing also shall apply to the family or guests of a lessee.

**14.2.3.** Notwithstanding any termination or suspension of membership, the member shall remain liable for any unpaid club account or membership dues, fees, charges, and assessments, and such member shall not be entitled to a refund of any part thereof paid by the member to the Club.

**14.2.4.** Any member who has had his or her membership terminated for any reason shall not again be admitted to the Club's Facilities under any circumstances while such suspension or termination is in force and shall not be permitted to vote on any matter brought before the members.



**THE CALLAWASSIE ISLAND MEMBERS CLUB  
PLAN FOR THE OFFERING OF MEMBERSHIPS**

Effective as of July 1, 2013

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#### 6.10 Separation Or Divorce Of Members.

(a) In the event of the divorce or legal separation of an Equity Member in good standing, the Equity Membership shall belong to the party designated by agreement of the Member and the Member's spouse or as designated by final court order, provided, however, that in order for the Equity Membership to be transferred to the spouse, the spouse must satisfy all Membership eligibility requirements. Both of the divorced or legally separated persons must give written notice to the Club designating the person who is entitled to the rights and privileges of the Equity Membership within five (5) days after the divorce or legal separation is final. Until written notice has been provided to the Club, both spouses will be responsible for the payment of all Charges owed to the Club associated with the Membership. A spouse who does not retain or acquire the Equity Membership shall no longer be permitted to use the Club Facilities upon the entry of a separation or final divorce order. The Club will not be involved in any dispute, and reserves the right to suspend any and all Membership privileges in the event of a dispute between a Member and his/her spouse with respect to the ownership of an Equity Membership and use of the Club Facilities.

(b) In the event of the divorce or legal separation of non-equity Members in good standing, the Membership is not transferable.

(c) The Club reserves the right, in its sole discretion, to establish such other rules as may be necessary in connection with the transfer of a Membership upon the divorce or legal separation of a Member and may require the execution of such forms as may be deemed necessary by the Club from time to time.

#### 6.11 Payment Of Dues And Charges By Resigned Members.

(a) An Equity Member who is on the waiting list to sell his/her Membership will be obligated to continue to pay to the Club all Charges associated with his/her Membership until his/her Equity Membership is reissued by the Club.

(b) A Resigned Member will be entitled to use the Club Facilities so long as the Resigned Member is obligated and continues to pay all Charges associated with the Resigned Member's Equity Membership.

(c) Prior to the reissuance of a Resigned Member's Equity Membership, any unpaid Charges either: (a) will be deducted from any amount to be paid to the Resigned Member who was an Equity Member on or before February 2, 2012; or (b) must be paid by the Resigned Member. If the amount to be paid by the Club to a resigned Equity Member is not sufficient to pay any unpaid Charges owed by the resigned Equity Member, then such resigned Equity Member must pay all such Charges prior to the reissuance of his/her resigned Equity Membership.

6.12 Proration Upon Reissuance Of Resigned Equity Membership. If an Equity Membership of a Resigned Member is reissued by the Club during a Membership Year, the Resigned Member will be entitled to receive a refund of all dues and other Charges paid in advance for the remainder of the Membership Year.



# **THE CALLAWASSIE ISLAND MEMBERS CLUB, INC.**

## **GENERAL CLUB RULES**

Effective January 1, 2014.

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Member, the Board of Directors shall set a time and date for the appeal hearing within 10 days from the date of the appeal request. While such appeal is being considered by the Board, the Member shall enjoy the privileges of the Club. Notwithstanding the above, the Board reserves the right to suspend, request the resignation of, or expel a Member immediately without privileges should the circumstances warrant such action.

**16.3 Suspension.** The Board of Directors may suspend a Member and the Member's Immediate Family or Guests from some or all Club privileges for a period of up to one (1) year. Charges shall accrue during such suspension and shall be paid in full before reinstatement to full privileges.

**16.4 Requested Resignation.** The Board of Directors may request, by a two-thirds (2/3) vote of the directors present at a Board meeting, the resignation of any Member of the Club for cause deemed sufficient to the Board. The disciplined Member may resign from the Club upon request of the Board by delivering to the Membership Director written notice of resignation. Notwithstanding such resignation, the Member shall remain liable for all Charges until the Membership is re-issued. If the Member does not resign at the request of the Board, the Member may be expelled by the Board.

**16.5 Expulsion.** Any Member of the Club who has been expelled shall not again be eligible for Membership in the Club nor admitted to Club Facilities. An expelled Member shall be so notified of such expulsion and shall have the obligation to surrender his or her membership certificate to the Club for reissuance by the Club to a new Member. Notwithstanding such expulsion, the Member shall remain liable for all Charges until the Membership is re-issued.

**16.6 Fines.** The Board by resolution may adopt a schedule of fines to be charged for violations of the Rules, Club Plan, or By-Laws or impose fines on a case by case basis.

**16.7 Voting Rights and Membership Privileges.** Any suspended, resigned, or expelled Member automatically shall lose all membership privileges including the right to a vote on Club matters during any period of suspension. The suspension, requested resignation, or expulsion of one Member shall impact the Member's Membership and shall apply to any other Members affiliated with such suspended, resigned, or expelled Member's Membership.

**16.8 Obligation for Charges.** Notwithstanding any resignation, suspension, or expulsion of Membership, the Member shall remain liable for all Charges, and such Member shall not be entitled to a refund of any Charges paid by the Member to the Club.

## **17. LOSS OR DESTRUCTION OF PROPERTY OR PERSONAL INJURY.**

**17.1** The Club shall not be responsible for any loss or damage to any property left or stored within Club Facilities.

**17.2** No person shall remove from the Club Facilities any property belonging to the Club without authorization. Every Member of the Club shall be liable for any property damage to Club property and/or personal injury at Club Facilities, or at any activity or function operated, organized, arranged, or sponsored by the Club, caused by the Member, or the Member's Immediate Family, Guests, or lessees. The cost of any such damage may be charged to the Member's Club account.

**17.3** Any Member, Immediate Family, 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, 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 Facilities, does so at his or her own risk, assumes such risk, releases the Club from liability, and shall hold harmless and indemnify the Club and its directors, officers, employees, representatives, and agents for any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting there from and/or from any act or omission of any director, officer, employee, representative or agent of the same. Any Member, Immediate Family, Guest or other person shall have, owe and perform the same obligation to the Club, and its directors, officers, employees representatives and agents, hereunder in respect to any such loss, cost, claim, injury, damage or liability sustained or incurred by any Member, Immediate Family, Guest or other person.

1600, that certain Second Addendum to Declaration dated February 13, 1988, recorded in the Register of Deeds Office on June 10, 1988 in Book 503 at Page 1366 and that certain Third Addendum to Declaration dated June 30, 1989, recorded in the Register of Deeds Office on July 11, 1989, in Book 532 at Page 1739; and

WHEREAS, TFC assigned all of its rights under the Declaration to Callawassie Development Company ("CDC") by virtue of that certain Assignment of Declarant Rights recorded in the Register of Deeds Office in Book 434 at Page 544 on November 5, 1985, and thereafter CDC assigned all of its rights under the Declaration to CLL Associates, L.P. by virtue of that certain Assignment of Declarant Rights recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 554 at Page 812 on May 31, 1990; and thereafter CLL Associates, L.P. assigned all of its rights under the Declaration to Callawassie Island Company, L.P. ("Company") by virtue of that certain Assignment of Declarant Rights recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 554 at Page 837 on May 31, 1990; and

WHEREAS, on or about March 20, 1993, Company prepared and recorded and "Amended And Restated General Declaration For Callawassie Island And Provisions For The Callawassie Island Property Owners Association, Inc." ("Amended and Restated Declaration") as recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Deed Book 623 at Page 546.

WHEREAS on or about November 3, 1993, Company prepared and recorded as "First Addendum To The Amended And Restated General Declaration For Callawassie Island And Provisions For The Callawassie Island Property Owners Association, Inc." as recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Deed Book 713 at page 2398.

WHEREAS on or about March 8, 1995, Company prepared and recorded as "Second Addendum To The Amended And Restated General Declaration For Callawassie Island And Provisions For The Callawassie Island Property Owners Association, Inc." as recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Deed Book 766 at page 536.

WHEREAS on or about August 19, 1996, Company prepared and recorded as "Third Addendum To The Amended And Restated General Declaration For Callawassie Island And Provisions For The Callawassie Island Property Owners Association, Inc." as recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Deed Book 882 at page 1032.

WHEREAS, Association prepared and recorded an "Amended And Restated Declaration for Callawassie Island And Provisions For The Callawassie Island Property

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

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APPEAL FROM BEAUFORT COUNTY  
Court of Common Pleas

Carmen T. Mullen, Circuit Court Judge

---

Appellate Case No. 2014-001524

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Callawassie Island Members Club, Inc.,..... Respondent

v.

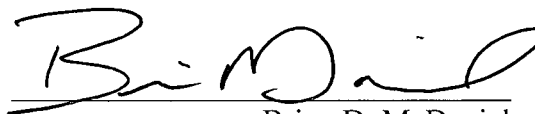
Ronnie D. Dennis and Jeanette Dennis--.....Appellants

---

**CERTIFICATE OF COUNSEL**

---

Attorney for the Appellants certifies that the Record on Appeal contains all material proposed to be included by any other parties and not any other material.



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