



The Lake Mohawk Country Club

21 The Boardwalk

Sparta, New Jersey 07871

SHORT TERM RESIDENTIAL RENTAL POLICY

Whereas, among the purposes for which Lake Mohawk Country Club (the “Club” or LMCC”) was incorporated in 1927 is to perpetuate the standard and tone of the Community and to provide and maintain adequate systems of administration for the properties owned by LMCC and by members of the Club.

Whereas, among the additional purposes of the Club set forth in Article II of its Bylaws is “to provide rules and regulations with respect to the use of such facilities as are owned by the Club and in general to manage the affairs of the Lake Mohawk Reservation and Lake Mohawk Country Club in all respects and to the extent legally possible in the manner which a governing body might do to the extent permitted by law.”

In consideration and furtherance of the foregoing purposes, LMCC hereby adopts and enacts this Short Term Residential Rental Policy (the “Policy”) to guide and govern short term rentals of single family residences within the Club, with the express purpose to regulate the use by “Short-Term Renters” (as hereafter defined) of the lakes, beaches, Clubhouse, Boardwalk, parks, parking lots, and all other facilities owned or operated by LMCC.

Thus, it is hereby established that this Policy shall apply to and govern the short term rental of single family residences throughout the LMCC Reservation. “Short Term” is hereby defined for purposes of this Policy as a rental period of less than three (3) months. “Short-Term Renter” is defined as a person who leases a single-family residence for Short Term.

All LMCC Members who lease a Short-Term rental (such Members hereinafter shall be referred to as a, “Short-term Lessor”) to a Short-Term Renter shall comply with the following rules and regulations:

1. The lessor of a short-term rental must be a LMCC Member in good standing. For purposes of this Short Term Rental Policy, a member in “good standing” shall be

defined as a member who is (i) current in the payment of all dues and assessments, late fees, interests, fines, legal fees, or other charges lawfully assessed and (ii) is in full compliance with the Club's Declaration of Covenants, Conditions, and Restrictions, By-laws, Club Plan Agreement, and Rules and Regulations. Compliance with these governing documents shall be determined by the Board of Trustees.

2. The entire residence subject to the Short-Term rental must be rented.

Maximum occupancy is two people over the age of 18 per bedroom (children under the age of 18 are not counted for occupancy purposes).

3. "Short-Term Renters are prohibited from having overnight visitors. A visitor is defined as anyone other than the renters that are occupying the property within the occupancy limits of this policy. The total number of persons permitted in a property subject to this Short-Term Rental Policy at any given time, including visitors, must not exceed 15. Visitors must comply with all rules and regulations of this Short-Term Rental Policy. If any rules of this Policy are violated, visitors will be required to leave." The Short-term Lessor shall pay an annual registration fee, complete a short-term rental agreement form approved by the General Manager and obtain a temporary gate code for properties located between the West Shore Trail gates. The temporary gate code will be for the term of the rental only.

4. LMCC must at all times have current emergency contact information for the Short-Term Lessor as well as a local agent on behalf of the Short-term Lessor who will be responsible in the Short-term Lessor's absence.

5. The Short-term Lessor is responsible for Short-Term Renters complying with all LMCC By-Laws, rules and regulations. The Short-term Lessor shall be fully responsible for any and all violations, claims, losses or penalties that are caused by the Short-Term Renter or which arise from the relationship between the Short-term Lessor and Short-Term Renter. The Short-term Lessor shall not transfer nor lend LMCC Member or guest credentials to Short-Term Renters.

6. Short-Term Renters shall not bring watercraft to LMCC nor utilize the Short-term Lessor's watercraft.

7. Short-Term Renters shall not utilize LMCC facilities including, but not limited to, the lakes, Clubhouse, Boardwalk, Member parking, LMCC food and beverage, beaches, docks, parks or other common LMCC areas. Short-Term Renters are specifically prohibited from being considered eligible to be Tenant Members as

Tenant Members are defined in LMCC's By-Laws.

8. Violation of this Policy will result in issuance of a warning, suspension of Membership privileges, and/or a monetary or other penalty to the Short-term Lessor, all within the sole discretion of LMCC. Fees, monetary penalties and payment terms are set forth in the schedule attached hereto and made a part hereof.
9. If any provision of this Policy conflicts with any provision of LMCC's Club Plan Agreement, By-Laws or other rules and regulations of LMCC (the "Governing Documents"), the Governing Documents shall control.
10. The terms and conditions of this Policy shall be complied with, together with any and all applicable federal, state, county and/or municipal laws and regulations, to which LMCC makes no representation.
11. This Policy shall be effective immediately upon adoption by the LMCC Board of Trustees. This Policy shall be reviewed annually or more frequently as deemed appropriate by the Board of Trustees.

Adopted: March 22, 2021

Revised: April 26, 2021

Revised: January 23, 2023

SCHEDULE OF FEES, PENALTIES AND PAYMENT TERMS,

FEES	
Annual Registration fee calendar year.	\$600.00
PENALTIES:	
Failure to register a rental	\$1800.00 1 st offense \$2,400 2 nd offense
Penalty fee is inclusive of the registration fee and the fine.	
Failure to register will result in legal action	

PAYMENT TERMS:

1. All fees and penalties shall be paid to LMCC in cash, by check or money order, or by credit card (all credit card payments are subject to a 3% processing fee).
2. If payment is dishonored, subsequent payment in cash, by money order or bank check may be required. There is a \$45.00 fee for each dishonored payment.
3. Interest at the rate of 1.5% per month (18% APR) will be added to any amount due under these regulations that is not paid in full within 30 days.
4. The Short-term Lessor is responsible to reimburse LMCC for costs LMCC incurs to enforce these regulations, including, but not limited to, reasonable professional fees (at the current hourly rate) and related costs and expenses.