

### **Cottage Use Without an Owner Present Policy**

The following policy ensures that the rights and opportunities of SBRC Shareholders are not compromised due to an increase in the number of users of Sylvan Beach privileges. The conduct of guests while on Association property is the responsibility of the host. All cottage use arrangements must be documented using the **Cottage Use Agreement** form.

### **Use Without Shareholder or Associate Present**

- Guests staying in a Sylvan Beach cottage (Shareholder & Associate) without an owner present, who are not immediate family and are not paying a fee to stay, are considered "renters." A **Cottage Use Agreement** must be filed with and approved by the Rentals Chair. See **Cottage Renting** below for further clarification.
- A Shareholder allowing a non-owning immediate family member(s) to use their Leasehold without an owner present must notify the Rentals Chair of the arrangement.
- A **Cottage Use Agreement** is required when guests stay in an SBRC cottage (Shareholder & Associate) without an owner present, provided they are not immediate family and are not paying a fee to stay.
- A Shareholder allowing a non-owning immediate family member(s) to use their Leasehold long-term without an owner present must notify the Rentals Chair of the arrangement.

### **Cottage Renting**

(Reference Bylaw Article IX, Section 4.) This policy protects the legacy and integrity of the community and prevents cottages from becoming AirB&B/VRBO-type rentals. It maintains a family-oriented environment and limits frequent turnover from short-term renters who do not have a vested interest in the area. While in residence at a Leasehold, Association privileges transfer to the renter(s) and return to the owners at the end of the rental period. Shareholders wishing to use Sylvan Beach amenities while their property is rented must obtain a **Friends of Sylvan Beach** membership.

### **Rental Policies:**

- **Annual Notification:**
  - Pursuant to Sylvan Beach Resort Company (SBRC) by-laws, a Shareholder desiring to rent their dwelling must notify the Rentals Chair of their intent to rent for the upcoming season by **December 31** of the current year. This notification is valid for one year and must be renewed annually.
  - Cottage owners must inform immediate neighbors of rental dates before the renters' stay begins.
- **Rental Advertising:**
  - Renting through vacation rental companies, online platforms, or public advertisements is not permitted.
  - The Rentals Chair maintains a list of cottages available for rent. Inquiries will be provided with the full listing for that season upon request.
- **Application Process:**
  - Property owners and renters must complete a **Cottage Rental Application** before the rental date and submit it to the Rentals Chair.
  - Renters must provide a reference known by the Association.
  - The application form is available on the Sylvan Beach website.
- **Cottage Use Agreement:**
  - A **Cottage Use Agreement** must be completed by all potential tenants.
  - The minimum rental period is **fourteen consecutive days**, and during that time, the dwelling must be occupied only by the tenants listed on the **Cottage Use Agreement**.
  - All **Cottage Use Agreements** must be submitted to and approved by the Rentals Chair.
- **Minimum Rental Length:**
  - The minimum rental period is two consecutive weeks, during which only the renter and their guests may occupy the leasehold.
- **Rental Frequency:**
  - Shareholders and Associates may rent their cottage **twice** between June 30 and Labor Day.
  - A third rental is permitted only before the Fourth of July weekend or after Labor Day.
  - A maximum of three rentals per calendar year is allowed.

- **Rental Agreement:**
  - The rental agreement, including rates and cancellation policies, is the sole responsibility of the property owner.
- **Renters' Application:**
  - Shareholders must file a **Renters' Application** with the Rentals Chair whenever someone other than a Shareholder or family occupies the cottage in their absence, regardless of duration.
- **Donation and Fundraising Restrictions:**
  - Cottages may not be donated for use to any organization or auctioned for fundraisers.
- **Approval Required:**
  - The Rentals Chair must approve each **Rental Application** before the rental date.
- **Shareholder Responsibility:**
  - The Sylvan Beach Resort Company is not responsible for negotiating rental contracts, setting rental fees, or enforcing individual Shareholder rules for those occupying a cottage.
  - All rental agreements, financial arrangements, and compliance with Shareholder expectations are the **sole responsibility of the cottage owner**.

These policies foster a stable and invested community while ensuring the safety and security of guests and residents.

SYLVAN BEACH



RESORT COMPANY

## Cottage Use Agreement

Pursuant to Sylvan Beach Resort Company (SBRC) by-laws, a Shareholder desiring to rent their dwelling must notify the Rentals Chair of their intent to rent for the upcoming season by December 31 of the current year. This notification is valid for one year and must be renewed annually.

A Cottage Use Agreement must be completed by all potential tenants. The minimum rental period is fourteen consecutive days, and during that time, the dwelling must be occupied only by the tenants listed on the Cottage Use Agreement.

A Cottage Use Agreement is also required when guests stay in an SBRC cottage (Shareholder & Associate) without an owner present, provided they are not immediate family and are not paying a fee to stay.

All Cottage Use Agreements must be submitted to and approved by the Rentals Chair.

A Shareholder allowing a non-owning immediate family member(s) to use their Leasehold long-term without an owner present must notify the Rentals Chair of the arrangement.

**The Sylvan Beach Resort Company is not responsible for negotiating rental contracts, setting rental fees, or enforcing individual Shareholder rules for those occupying a cottage. All rental agreements, financial arrangements, and compliance with Shareholder expectations are the sole responsibility of the cottage owner.**

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### Cottage Information

- I am interested in renting the cottage at Sylvan Beach owned by: \_\_\_\_\_
- From: \_\_\_\_\_ To: \_\_\_\_\_ (Month, Day, Year)
- Cottage Address: \_\_\_\_\_
- Shareholder Name(s): \_\_\_\_\_
- Shareholder Phone Number: \_\_\_\_\_
- Shareholder Email: \_\_\_\_\_

### Guest/Renter Information

- Name of spouse and names and ages of children who will occupy the cottage:

\_\_\_\_\_

- Pets that will be at the cottage, if any: \_\_\_\_\_
- Relationship to Shareholder (if applicable): \_\_\_\_\_
- Guest Home Address: \_\_\_\_\_
- Phone Number: \_\_\_\_\_
- Guest Email: \_\_\_\_\_

**Rental/Use Details**

- Will the owner be present during this period? Yes / No (circle one)
- If no, is the guest/renter a non-owning immediate family member? Yes / No (circle one)
- Will any fee be paid for this stay? Yes / No (circle one)

**Additional Information**

Please advise us of your Sylvan Beach and White Lake area friends, and any previous rentals in this resort:

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References:

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**Acknowledgment and Agreement**

I/We, the undersigned, acknowledge that I/we have read and understand the Sylvan Beach Resort Company by-laws regarding cottage use. I/We agree to comply with all policies set forth and ensure that all guests or renters abide by the rules and guidelines established by the Association.

- Shareholder Signature: \_\_\_\_\_ Date: \_\_\_\_\_
- Guest/Renter Signature (if applicable): \_\_\_\_\_ Date: \_\_\_\_\_

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**For Rentals Chair Use Only**

Received by Rentals Chair (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

Approved: Yes / No (circle one)

Comments/Conditions: \_\_\_\_\_