



**1329 Lakeside Drive
Harpers Ferry, WV 25425
240-731-1349; 304.725.8459
www.mountainlakeclub.com
info@mountainlakeclub.com**

REGULATIONS FOR LAKE USE MEMBERSHIPS 2015-2016
Protecting the Environment

NOTICE: The LAKE and its environs are for the exclusive use of MEMBERS of Mountain Lake Club.

A. Lake Use Membership entitles a member and his family and a limited number of guests to boat and fish in the Lake, as follows:

1. A Member can choose to have a single ("Primary") membership, or a "Family Membership". A "Family Membership" is defined as also including those persons who are listed on the application as permanent residents of the household related to the primary member. All persons so listed are considered "Members", but not primary members.
2. *Members can use the Lake 24/7 year-round.* Members will be given the combination to the padlock at the boat launch located between the tennis courts and the beach. Members are not permitted to give boat launch padlock information to any non-member.
3. After launching the boat and before it leaves the boat launch, the member is required to re-lock the padlock on the gate. On returning to the boat launch, the member will re-lock the gate before returning to their vehicle. Any problems with the lock, or finding it unlocked, shall be promptly reported to Management.
4. Boats are limited to canoes, kayaks, sailboats, paddle boats, rowboats or boats with electric engines only. No gas engines. If it is impossible to take the gas engine off of the boat that will be put in the lake, the gas engine has to be pulled up and wrapped in heavy plastic to prevent oil or gas leakage.
5. Only two boats are allowed for each Membership. Each boat shall be identified/described on the application for membership, and no other boat can be substituted or added without the permission of MLC. No more than two (2) boats can be put in the lake under one membership at any one time without prior permission from the Club.
6. The primary member must accompany his/her guests at all times when they are in the lake. If a member wishes to have a group of people use the lake, or to put more than two boats in the lake at one time, the member must first obtain MLC's permission and pay an additional fee to be set by MLC for the special use.

7. Unless prior approval is given by MLC, no person can be a “guest” of a member for boating or fishing more than five (5) days per year.
8. The number of people in a boat cannot exceed more persons than the manufacturer’s instructions allow.
9. Members are required to bring their own safety equipment, including life preservers for every person aboard.
10. Parking for the car/truck and trailer hauling the boat is located across the street from the tennis court. There is no parking on the road leading to the boat launch or next to the beach.
11. Members must use their own discretion in determining safe boating conditions, particularly weather-related. However, if MLC closes the Lake, Members cannot use it until it is re-opened by MLC.

B. FISHING. Fishing is “catch and release” only. Fishing from the boat launch and tennis court areas is allowed. Fishing from piers at beach is permitted when the beach is open. No lead weights allowed for fishing.

C. SWIMMING. No swimming in the lake except at the fenced-in sand beach which is open by appointment only.

D. THE BEACH. Special rules apply for use of beach, including WV State and County Health Department rules and MLC rules. Use of the beach is free for members and their immediate Families when the beach is open. All guests must pay the regular rate.

1. The rules are posted on the fence at the beach gate;

2. If beach is open for swimming, no lifeguard is provided. As a condition of your membership, **you consent to the operation of the beach without a certified lifeguard.**

E. PICNICKING on the grounds adjacent to beach and garden for members by appointment.

F. NO USE OF THE POINT: Protection of the Dam and its environs has prompted the Declaration that the entire area is off limits to everyone. This includes the entire dam and all areas on both sides of the causeway, as well as the cement outfall and the adjacent area known as “The Point”. Swimming or wading are prohibited, as are boat launching or boat retrieval and fishing from the Point.

G. TRESPASSERS. Members will permanently lose their memberships if they voluntarily allow non-members or trespassers to enter the Lake through or across their property, through the boat launch, or if they give the combination to the boat launch padlock to any non-member.

GENERAL RULES GOVERNING MEMBERSHIPS

You, as the Primary Member, are responsible for your family members and all guests. You must accompany your family members and guests at all times. You are responsible for their conduct and their compliance with the Rules. The Rules and Conditions apply whenever the Member, his/her family, and his/her guests are on Mountain Lake Club property.

CONDUCT: Excessive use of alcoholic beverages, underage drinking or illegal use of drugs or sale of any illegal substance is not permitted on MLC’s properties. No hunting, trapping, discharges of firearms, or

breaches of the peace are allowed. You, your family and guests are entering private property, and use of it is lawful only when you are complying with all laws and rules applicable to its use. Otherwise, you will be considered as a Trespasser and subject to all remedies available to the Owner.

GARBAGE & TRASH: Cleanliness of the lake and adjoining areas are the responsibility of all. Please don't throw any refuse, including cigarette butts, cans, bottles, bottle caps, can tabs or tops, paper, glass, plastic or toxic materials into the lake or on its shores. Members shall haul away their own garbage and trash.

NO ENTRY TO FORMER LODGE SITE: The area, referred to as "the ruins" is off-limits to all persons at all times. No Trespassing signs are posted and the area is fenced-off.

These rules and conditions apply whenever the Member, his/her family and his/her guests are on any properties owned by Lakeland Properties LLC, d.b.a. Mountain Lake Club, including the private Lake, the Point, the dam site, the spillway, the lower pond, the parking lots, the Ruins, the boat launch area, the Clubhouse, beach, tennis courts, and picnic areas. All members agree that if they or their family or guests violate any of the above rules, at the request of MLC Management they will forfeit their membership and the fees paid, and will be denied access to the Lake and other Club properties.

Owners and Managers of Mountain Lake Club are not responsible for any accidents or misuse resulting from use of the Lake, or any of the Lodge Properties by the member, his/her family and guests. Use of any of the facilities is at your own risk. All accidents, however minor, are to be immediately reported to Management at 240-731-1349 or by email to jeodell32@gmail.com.

As a condition of your membership, you agree to hold Lakeland Properties LLC harmless from any claims arising out of your use or presence, or of your family members or your guests, at the Lake and any of the MLC properties and agree to waive all claims and/or rights to make any claim for damages to persons or property which might occur while you or they are on MLC property.

Revocable License. Members do not receive any property or ownership interest in Lakeland Properties, LLC, Mountain Lake Club, or any of its property. MLC Membership is a revocable license to use the Club and its facilities and is not an equity or ownership interest.

Membership Card. You will be issued a membership card and you are requested to keep it on your person at all times while you are on MLC premises. Please present the card and your driver's license or other photo identification to our staff when requested. Members who do not have identification with them when requested, will not be able to use the lake or other MLC properties. Membership cards will be issued to immediate family members listed on the Application, if requested.

Management reserves the right to amend or supplement these Rules at any time, and to cancel a membership at any time without cause, and refund a pro-rated membership fee. I agree that these Rules and Conditions of Membership, as amended from time to time, continue to apply to me, my family and guests when I renew my membership.

TO BE SIGNED BY THE PROSPECTIVE MEMBER:

I agree to the above conditions, and will comply with them at all times. I consent to the operation of the beach without a certified lifeguard. I acknowledge that my membership can be canceled at any time for breach of these rules, with no refund of the membership fee. I take full responsibility for any accident or injury that I or any of my family or guests may incur while on the premises, and I agree to hold Mountain Lake Club and Lakeland Properties LLC, its principals, agents and representatives, harmless from any claims arising out of my, my family's or my guests' use of or presence at the lake and any of the afore-mentioned facilities. I acknowledge receipt of a copy of these rules.

Agreed: _____ (print) _____

Date: _____ Approved by MLC: _____

