

# **COTTAGE RENTAL RULES – FOR OWNERS**

## **MARTHA'S VINEYARD CAMP-MEETING ASSOCIATION**

It is the established philosophy and practice of the MVCMA that cottage owners and their nuclear families shall occupy their cottages. It is the joint responsibility of the directors and the leaseholders to protect and preserve our heritage of religious observance and fellowship. This necessarily involves a close living arrangement with neighbors and other residents. An enduring association within our campground membership is only possible by having full occupancy of all cottages through the season by the cottage owners, their families, and guests. When this is not possible, the owners may rent their cottages, but only in accordance with the following rules.

### **GENERAL**

**RULE ONE:** It is specifically understood and agreed that owning a cottage primarily for the production of rental income is prohibited and is cause for the termination of a lease.

For the purpose of these rules, cottage owner occupying a cottage other than his/her own cottage shall not be deemed a tenant.

### **THE CAMP-MEETING SEASON**

**DEFINITION:** The camp-meeting season is defined as the period between July 1 and September 2 of each year. This nine (9) week season contains all of the scheduled association activities, and participation by persons residing on the camp-meeting property is expected. Consistent with this expectation, when a cottage is rented, the cottage owner is obligated to select a tenant who shares a substantially similar belief in our community and who is willing to participate in and be associated with other Martha's Vineyard Camp-Meeting Association residents. The cottage owner is responsible to inform the tenant of the rules and regulations under which we operate and to secure their willingness to abide by them.

**DEFINITION:** "A cottage owner" means a person who owns a beneficial interest in a cottage located within the grounds of the Martha's Vineyard Camp Meeting Association, Inc., and is a party to a lease with the Martha's Vineyard Camp Meeting Association, Inc.

"A cottage owner and family" means any person who is a cottage owner, his or her spouse, the cottage owner's parents, the cottage owner's spouse's parents, a lineal descendant of the cottage owner or of his or her spouse or former spouse, or a cottage owner's siblings.

"A guest" or "guests" means a person or persons who, in the company of the owner and/or his or her family members, occupies a cottage and does not pay rent or provide other monetary or non-monetary consideration to the cottage owner or any other person or entity in connection with such occupancy.

"Tenant" means any person occupying a cottage other than a cottage owner, a cottage owner and family, or a guest.

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**RULE TWO:** A cottage owner and/or his or her family must occupy a cottage for a period of not less than two (2) weeks, or a majority part thereof, during the camp-meeting season. Weekend use by an owner and/or his family during the camp-meeting season shall satisfy this requirement.

**DEFINITION:** Off-season shall be defined as those periods between April 1 and June 30, and between September 2 and November 1.

**RULE THREE:** During the period between April 1 and November inclusive, no tenant(s), no succession of tenants and no intermittent tenants shall occupy a cottage for a sum of weeks in excess of six (6) weeks.

### **WINTER**

**DEFINITION:** The period between November 1 and April 1 is defined as Winter.

**RULE FOUR:** During the period defined as winter, there shall be no occupation of any cottage by a tenant. Winter occupancy of a cottage is permitted only by a cottage owner or such other persons as are not deemed tenants under the definitions contained in these rules.

### **TENANT REGISTRATION AND RENTAL FEES**

It is the duty of the cottage owner to carefully select his or her tenants to assure that such tenants will be welcome in the community. It is expected that they will share similar beliefs and will participate in MVCMA activities as if they were, in fact, cottage owners.

**RULE FIVE:** Without exception, all tenants and persons accompanying tenants must register at the MVCMA office at 80 Trinity Park upon their arrival or not later than the next regular business day following arrival. The person in control of the tenancy shall sign an acknowledgment of familiarity with the rules and regulations and agreements to be bound thereby. Failure to register shall be deemed a breach of the lease covenant of the cottage owner and shall be penalized as provided herein.

**RULE SIX:** An owner whose cottage, or a portion thereof constituting a separate dwelling unit or apartment, is occupied by a tenant as defined herein, for consideration or otherwise, shall pay the sum of Fifty Dollars (\$50.00) per rental week or part thereof between April 1 and November 1 to the Martha's Vineyard Camp-Meeting Association.

**RULE SEVEN:** Failure of the tenant(s) to abide by the MVCMA rules and regulations may result in the eviction of the tenant(s) and appropriate action by the Committee on Residential Lease or Board of Directors with the cottage owner as provided in these rules.

The importance of this rule is paramount as it impacts upon the safety and security of all MVCMA residents. Violation of this rule will be dealt with harshly and without exception.

### **WHEN COTTAGE OWNERS ARE ABSENT**

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**RULE EIGHT:** A cottage owner agrees as part of his lease and under these rules and his lease to grant the MVCMA, its employees and agents the right to access an owner's cottage for the purpose of providing security to the premises and improvements to the leasehold and for emergencies. The owner also agrees and authorizes the MVCMA, its employees and agents, to eject by lawful means all persons who are not registered tenants and/or who are otherwise not invited guests upon the Martha's Vineyard Camp-Meeting Association grounds under color of permission by a cottage owner. All owners shall supply the MVCMA office with a working key to locks on their cottage for these purposes.

### **RENTAL VIOLATION REVIEW AND SANCTIONS**

**RULE NINE:** The Committee on Residential Lease shall judge in all instances whether or not a violation of the cottage rental rules has occurred. Notice of any alleged violation of the cottage rental rules shall be given to the cottage owner in writing and the cottage owner shall have the right to a hearing, together with other interested parties, if any, and upon hearing, the Committee shall make a finding of fact and a determination of the appropriate sanction, if any, to be imposed. The Committee shall take appropriate action which may include or, in the discretion of the Committee, consist entirely of a settlement through informal agreement and a cottage owner's voluntary consent to compliance with such rules as may have been violated. The cottage owner may appeal any decision of the Committee to the Board of Directors. In considering any such appeal, the Board of Directors shall not be bound by the decision of the Committee and may impose such sanctions, if any, under Rule Eleven as a Board of Directors shall determine are fit to resolve the controversy be settled through informal agreement and a cottage owner's voluntary consent to compliance with such rules as may have been violated, the matter need go no further. If the matter cannot be settled informally, the lease committee shall make recommendations that the Board of Directors impose sanctions for such violation or, as the case may be, for repeated violations

**RULE TEN:** For the purposes of Rule Nine, notice of violations sent by the Committee on Residential Lease shall be upon notice to the cottage owner and such other interested parties as the Committee shall determine should also receive notice. Such notice shall be through certified mail, return receipt requested at the last known address provided by the cottage owner to the MVCMA: as a courtesy, notice may also be sent by regular mail. Notice shall be deemed received upon the earlier of (i) the return of such postal receipt signed by the cottage owner or any person authorized to accept such mailing or (ii) four business days after depositing the certified mail notice with the US Postal System. The notice shall identify the location, date and alleged violation and shall establish a place, hearing date and time to appear before the Committee.

**RULE ELEVEN:** Upon a finding that a violation of the cottage rental rules has occurred, the following sanctions may be imposed upon the violator:

1. No action to be taken.
2. An imposition of costs incurred as a result of a violation, including MVCMA counsel fees.
3. A fine of up to \$500 per annum per violation.

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4. A formal reprimand in writing which sets forth the specific acts required of the cottage owner to remedy the violation.
5. A suspension of the cottage owner's lease and notification which further sets forth the specific acts required of the cottage owner to remedy the violation and to reinstate the lease.
6. A revocation of the cottage owner's lease and order to either remove or to sell the cottage to another person who may be approved as a new cottage owner and lessee.

### **HARDSHIP**

**DEFINITION:** Hardship shall be defined as the inability of a cottage owner and lessee to act in accordance with the rules set forth herein as a result of conditions of employment, health impairment, or financial embarrassment. Hardship exemption for the rules governing cottage rental shall not be granted upon a determination that the cottage owner seeks an advantageous financial posture through the rental of the cottage property when the cottage owner is financially able and elects to rent for convenience.

**RULE TWELVE:** Upon petition to and review by the Board of Directors, an authorized committee or MVCMA counsel, a demonstrated hardship may be established and the lessee may be permitted an exemption from compliance with the rules governing cottage rental and occupancy for a period of up to one year. The cottage owner shall agree to be bound by the terms and conditions as may be determined by the Board of Directors, its authorized committee or MVCMA counsel, with respect to the duration of the hardship exemption and any authorization to rent exempt from the rules. Except in extraordinary circumstances, no hardship exemption shall continue beyond one year from the date of the granting of the exemption. Continuance of such exemption beyond a period of one year shall require the approval of the Board of Directors only.

### **DOGS**

**RULE THIRTEEN:** Dogs shall not be brought to or kept on the Martha's Vineyard Camp-Meeting Association property by tenants or their visitors.