

# COTTAGE RENTAL RULES FOR LEASEHOLDERS

## MARTHA'S VINEYARD CAMP MEETING ASSOCIATION

The purpose of the MVCMA is to conduct religious meetings on Martha's Vineyard. [Act of Incorporation, Commonwealth of Massachusetts, 1868] Cottage lots are leased to cottage owners to facilitate this purpose by making it possible for cottage owners and their nuclear and extended families to live in the Campgrounds during the summer, when most of the religious activities and other programs sponsored by the MVCMA are scheduled. The close proximity of cottages and the religious tradition of life in the Campgrounds require residents of MVCMA cottages to participate in a close living arrangement where cooperation, mutual support and a close sense of community are necessary. This approach is best achieved when cottages are consistently occupied by the cottage owners and their families. When occupancy by cottage owners and their families is not possible (due to financial limitations or other responsibilities) owners may rent their cottages but only on a limited basis, in accordance with these rules.

### GENERAL

**RULE 1:** 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.

### DEFINITIONS

A "**cottage owner**" is defined as:

- a. any individual who is a leaseholder of a MVCMA lot on which a cottage is situated, whether or not the leaseholder holds an ownership interest in the cottage, and
- b. any individual who holds an equity or beneficial interest in a trust or other legal entity that owns a cottage.

In either case (a or b), the individual must have been interviewed and approved by the Committee on Residential Lease under the MVCMA [Cottage Ownership Transfer Rules](#) in order to be included as a cottage owner for the purposes of these rules.

A "**cottage owner's family**" is defined as:

- a. the spouse of a cottage owner,
- b. a parent of a cottage owner,
- c. a parent of the spouse of a cottage owner,
- d. a sibling of a cottage owner,
- e. a direct lineal descendant of a cottage owner,
- f. a direct lineal descendant of the spouse or former spouse of a cottage owner, or
- g. a direct lineal descendant of a former cottage owner, if since the time when the former cottage owner was a cottage owner there has been no transfer of the cottage or any interest in the cottage outside the family of the former owner, as determined by the Committee on Residential Lease.

A "**guest**" is defined as a person who, in the company of the cottage owner 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.

A "**tenant**" is defined as any person occupying a cottage other than the cottage owner, cottage owner's family or a guest, whether or not rent is paid or monetary or non-monetary consideration is exchanged.

**RULE 2:** The cottage owner is responsible for informing each of his or her tenants of the rules and regulations under which the MVCMA operates and to obtain the agreement of each such tenant to abide by such rules and regulations. Advertisements and solicitations for cottage rentals must include the following:

*This property is part of the Martha's Vineyard Camp Meeting Association. Renters must observe quiet hours and other rules located at <http://www.mvcma.org/rules-for-renters.html>*

### **THE CAMP MEETING SEASON**

The Camp Meeting Season is 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 MVCMA 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 its activities and be associated with other MVCMA residents.

**RULE 3:** A cottage owner and/or the cottage owner's family must occupy a cottage for not less than 14 days during the Camp Meeting Season.

### **Off Season**

*The off-season periods are between April 1 - June 30 and between September 2 - November 1.*

**RULE 4:** During the period between April 1 and November 1, inclusive, tenant(s), or a succession of tenants and intermittent tenants shall occupy a cottage for compensation for a maximum of **6 rental periods, not to exceed 6 weeks in total**, with each rental being at least five (5) consecutive days.

### **Winter**

*Winter is the period between November 1 and April 1.*

**RULE 5:** 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.

### **DELIQUENT LEASEHOLDERS**

**RULE 6:** Leaseholders who are delinquent in the payment of fees, assessments or fines may not rent their cottages without the permission of the Committee on Residential Lease. Applications to rent must be submitted in writing to the Committee no later than May 1. The MVCMA may evict unauthorized renters. Unauthorized renters will not be issued parking permits, and their vehicles will be subject to towing at the vehicle owner's expense.

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

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

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

**RULE 7:** 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 agrees 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 8:** 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 to the Martha's Vineyard Camp Meeting Association the sum of (i) Fifty Dollars (\$50.00) per rental week or part thereof between April 1 and June 30 or between September 3 and November 1; (ii) One Hundred Dollars (\$100.00) per rental week or part thereof for the first four (4) rental weeks occurring between July 1 and September 2; and (iii) Two Hundred Dollars (\$200.00) per rental week or part thereof for the fifth and sixth rental weeks occurring between July 1 and September 2. Please note that a partial rental week is charged as a full week.

**RULE 9:** Leaseholders may petition the Committee on Residential Lease for a waiver of a rental fee. Such waiver is limited to a proposed use of the cottage in which the leaseholder will receive no direct or indirect financial consideration, and the proposed use is consistent with the values of the Campground. The petition must be submitted in writing at least 4 weeks prior to tenant occupancy and clearly state and, if requested by the Committee, document the reason for the requested waiver. In addition to information furnished by the petitioner, the Committee will consider the leaseholder's history of rentals, compliance with MVCMA rules and payment of fees, assessments and fines, as well as the behavior of previous tenants. Waivers will be considered on a case-by-case basis. The decision of the Committee is not appealable to the Board of Directors. With respect to requests that otherwise meet the conditions herein that involve the donation for the benefit of a charity, the Executive Director may approve the rental fee waiver upon documentation of the donation.

**RULE 10:** 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 Rule 19 of the General Rules of the MVCMA.

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**

**RULE 11:** A cottage owner agrees as part of his or her lease and under these rules and his or her lease to grant the MVCMA, its employees and agents the unfettered right to access a tenant-occupied owner's cottage for the purpose of providing security to the premises and improvements to the leasehold, for emergencies, and to investigate reported or suspected violations of MVCMA rules and regulations. The owner also agrees and authorizes the MVCMA, its employees and agents to eject by lawful means all persons who are not registered tenants or who are otherwise not invited guests upon the Martha's Vineyard Camp Meeting Association grounds under cover of permission by the 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 12:** 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 under Rule Twelve, 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 Twelve as the Board of Directors shall determine are fit to resolve the controversy or settle through informal agreement and the cottage owner's voluntary consent to compliance with such rules as may have been violated.

**RULE 13:** For the purposes of Rule Ten, notice of violations sent by the Committee on Residential Lease shall be upon notice sent to the cottage owner and such other interested parties as the Committee shall determine should also be sent notice. Such notice shall be by U.S. postal mail to the last known address provided by the cottage owner to the MVCMA. The notice shall identify the location, date and alleged violation and shall establish a place and hearing date and time to appear before the Committee. If the MVCMA should learn that notice was not received (as, for example, if returned by the postal service to the MVCMA), the MVCMA shall make a reasonable effort to re-send such notice to a new address, if such is readily discovered through reasonable search. The failure of an addressee to receive such notice, if sent to the last known address provided by the cottage owner to the MVCMA, shall not affect the effectiveness, for the purposes of these rules, of the notice originally sent to such address.

**RULE 14:** Upon a finding that a violation of the Cottage Rental Rules has occurred, sanctions may be imposed under Rule 19 of the General Rules and Regulations.

## **HARDSHIP**

Hardship shall be defined as the inability of a leaseholder to act in accordance with the rules set forth herein as a result of conditions of employment, health impairment, or financial embarrassment. Hardship exemption from 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 or profit.

**RULE 15:** Upon petition to and review by the Committee on Residential Lease, a demonstrated hardship may be established, and a lessee may be permitted an exemption from compliance with the rules governing cottage rental and occupancy. The cottage owner shall agree to be bound by the terms and conditions as may be determined by the Committee with respect to the duration of the hardship exemption and any authorization to rent exempt from the otherwise applicable rules. No hardship exemption shall continue beyond one year from the date of the granting of the exemption, unless extended by the Committee on Residential Lease.

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**RULE 16:** Dogs shall not be brought to or kept on the Martha's Vineyard Camp Meeting Association's property by tenants or their visitors.

Leaseholders are subject also to the following rules, which may be accessed at [mvcma.org](http://mvcma.org) under the Cottage Owner Information or at the MVCMA Office:

[General Rules and Regulations](#)

[Rules for Leaseholders](#)

[MVCMA Construction and Preservation Rules](#)

[Cottage Ownership Transfer Rules](#)

[MVCMA Trash Regulations](#)