

# EMCA Rules and Regulations

The East Machias Camp Meeting Association is a Christian Community whose members have pledged to support the Association. All members and their guests are expected to conform to these "General Rules and Regulations". If situations arise that are not covered below, please consider applying the Golden Rule.

If you witness an infraction of these Rules and Regulations, please report it to the Board of Trustees or the Association Officers.

## 1. Safety

- a. Discharge of firearms, illegal fireworks, or unapproved open fires shall not be permitted on the grounds at any time.
- b. Use of open fire grills shall not be permitted on any porch.
- c. Burning of leaves or rubbish shall not be permitted.
- d. Smoking is not permitted in Association owned buildings.
- e. Smoking is not permitted in the beach area.
- f. Use of the beach area requires compliance with posted regulations.
- g. Use of alcoholic beverages on campground property is prohibited.
- h. Use of illegal or recreational drugs on campground property is prohibited.

## 2. Swimming

- a. Use of the beach is entirely at the user's risk.
- b. Swimming is permitted between sunrise and sunset.
- c. No lifeguard is on duty at the lake. All children must be supervised while swimming.
- d. All children under the age of 12 must be accompanied by an adult 18 or older who is a competent swimmer.
- e. Everyone using the beach is requested to cooperate in keeping the area picked up and clean.

## 3. Motor Vehicles

- a. Motor vehicles must be driven with extreme care and caution at all times.
- b. Motor vehicles must be parked with due regard for the safety and convenience of others and so parked that no fire hazard may be created.
- c. No unregistered or uninsured vehicles shall be stored or operated in Jacksonville campground, and all such vehicles are subject to seizure and removal, at their owner's expense.
- d. Long term parking is prohibited.
- e. No large recreational vehicles or utility trailers may be parked on the grounds for more than seven days without approval from the Board of Trustees. This excludes RVs on RV sites.
- f. Parking of any type of vehicle(s) is a privilege not a right, permission given may be revoked, and no parked vehicle may hinder the operation of Jacksonville campground.

- g. No vehicles shall be parked near dumpsters that they shall inhibit access to dumpsters.
- h. People not residing in the campground cannot store their vehicle of any type on campground premises.
- i. Motorboats are not allowed on the campground without the prior written approval of the Board of Trustees, which approval may be granted or denied in its discretion, and all approvals given are subject to revocation at any time.

#### **4. Noise**

- a. Please have respect for your neighbors.
- b. Quiet hours are between 10 PM and 7 AM and during worship services.
- c. General construction noise and noise from lawn mowers, leaf blowers etc. should not begin until 8:00 am.
- d. Exemption is provided to authorized person(s) performing campground related maintenance as directed by the Board of Trustees.
- e. Loud or objectionable parties are prohibited.

#### **5. Pets**

- a. Dogs shall be confined inside the owner's home at night and controlled so the barking will not disturb any other resident.
- b. All owners must have their dogs on a leash at all times when walking in the campground.
- c. Dogs may not run loose or be left unattended outside at any time if the owner is not on the premises.
- d. It is the responsibility of the pet owner to clean up all waste left by their pet.
- e. Owners of any pets determined to be a hazard or annoyance may be asked to remove said pet from the campground by the Board of Trustees.
- f. State law requires all dogs and cats, whether indoor or outdoor pets, to be vaccinated for rabies. Owners must be able to provide proof of current rabies vaccination for any pet on the campground upon request.

#### **6. Season**

- a. The camp is open from mid-May through mid-October. Exact dates are set by the Board of Trustees and/or the Association Officers and are subject to change. Guests of cottage owners and their families are welcome during that time. During that period, cottage owners, their families and invited guests are permitted the use of the grounds and facilities in compliance with the established Rules and Regulations of the Association.
- b. During the off season (mid-October through mid-May), only approved winter residents may be on grounds. Prior approval for winter residency must be granted by the Board of Trustees.

#### **7. In Case of Emergency Situations**

- a. The Board of Trustees and/or the Association Officers will try to notify all cottage owners of concerns and actions to take via the following means;

- i. Delivering notifications door to door.
- ii. Notification on the bulletin board at the dining hall.
- iii. Email notifications.
- iv. Mail notifications.

## **8. General Appearance**

- a. Keeping the campground neat and attractive is a responsibility shared by each resident. All members, including lease and non-lease holders, are expected to help out in maintaining the campground and Association buildings.
- b. A dumpster is located across from the dining hall for the use of the residents. No vehicles shall be parked near dumpsters that they shall inhibit access to dumpsters
- c. Household trash and garbage must be placed in the dumpsters or taken to the local transfer station. The disposal of construction material, furniture, appliances, computers, televisions, and other large items, as well as paint, solvents, and other hazardous materials, are the cottage owners' responsibility and such items and materials must be removed from the campground at the owner's expense and may not be put in the dumpsters or abandoned anywhere in the campground.
- d. Any cottage owner found dumping or abandoning illegal or non-trash material will be fined daily until the material is properly removed from the campground at his or her own expense.

## **9. Fire**

- a. Every precaution must be taken to prevent fires. Cottage owners are expected to equip their cottages with approved types of smoke detectors and fire extinguishers, which should be kept in readiness at all times.
- b. The use of gas or charcoal grills on any closed porch is prohibited. Gas or charcoal grills must be operated by a responsible adult under the following conditions: at least 3 feet from any structure or overhang, including vegetation, and in accordance with all State & local codes.
- c. Open fires of any kind, including incinerators, are prohibited on any part of the campground premises at any time except in areas designated by permit of the Town of East Machias. The fire pits at Upper and Lower camp are designated fire areas.
- d. Only tree limbs and clean, untreated, and unpainted wood is allowed to be burned in fire pits.

## **10. Fireworks**

- a. Some fireworks are legal in Maine. However, due to fire and safety reasons, they are not permitted on the grounds of Upper camp. Fireworks may be used on the field of Lower camp with proper supervision.

## **11. Firearms**

- a. The discharge of firearms within the boundaries of the grounds is prohibited.
- b. Archery equipment or air guns may be discharged on campground property with proper supervision and safety precautions.

## **12. Trees**

- a. The cutting of trees on the premises is prohibited except with the prior written permission of the Board of Trustees. Trimming branches or limbs that are hanging over roofs, blocking entrance or causing damage to any cottage does not need prior approval. Such cutting or trimming shall be done at the cottage owner's expense.
- b. No living tree within a circumference of 6" or more measured at the stump base may be cut without the permission of the Board of Trustees. Cottage owners wishing to remove trees larger than this from their property must submit a request to the Board of Trustees and receive approval prior to having the tree removed.

## **13. Water**

- a. Cottage owners are asked to avoid any unnecessary use of water. Every effort should be made to conserve water, especially during peak season. When a leak occurs in the cottage, it should be promptly repaired. If it is not, the Board of Trustees may shut off, disconnect, or lock out the water supply until necessary repairs are made. Any costs associated with disconnecting the water supply to the cottage shall be the responsibility of the cottage owner. Water will not be restored until repairs are complete and any fees paid. If a cottage is not occupied, the water supply valve must be shut off.
- b. If a leak is observed in a supply line, please promptly notify the Board of Trustees.
- c. Owners of dwellings wishing to connect to the existing water system are responsible for the costs associated with connecting the water system.

## **14. Wells**

- a. The campground water supply is provided by wells on Association property. The water supply is tested regularly per state regulations.
- b. Residents shall not install new wells.
- c. Some cottages have existing wells within the lot boundaries. Residents may utilize these wells at their own risk and expense. The Association shall not be liable for any hazards associated with using untested wells by residents.
- d. Residents shall not connect existing wells into the campground water system. This will avoid possible cross-contamination from an untested water supply.
- e. If the need arises, Association wells on resident lots may be used by the Association for the campground. Proper testing procedures shall apply.

## **15. Septic**

- a. The construction of cesspools within the campground premises is prohibited.
- b. Owners of dwellings wishing to connect to the existing septic system are responsible for the costs associated with connecting to the septic system.
- c. Only septic-safe items should be used in the drain system.

## **16. Solicitation**

- a. No person or persons shall at any time peddle, demonstrate, or offer to sell, sell, or deliver goods or services of any sort nor shall any cottage or building be used as a store or place for the sale of goods except with the prior written permission of the Board of Trustees.

## **17. Income**

- a. It is specifically understood and agreed that owning a cottage solely or primarily for the production of rental income is prohibited and is cause for termination of a lease.
- b. Cottage owners wishing to rent their cottages to third parties for any period of time must obtain prior written assent to the assignment of the Lease and be financially current with all obligations to East Machias Camp Meeting Corporation before any requests will be considered. The Board of Trustees may screen proposed lessees to determine whether they will share the beliefs of the Association and participate in campground activities.

## **18. Facility Usage**

- a. Requests to use campground buildings or premises for outings or other assemblies shall go through the Association Officers and/or the Board of Trustees.

## **19. Membership**

- a. Membership requirements are in accordance with the Rules and Regulations and Bylaws of the East Machias Camp Meeting Association.
- b. All members shall be expected to provide evidence of Christian purpose by active support of and participation in Association programs.
- c. Any member who is on grounds during Camp meeting week will attend evening worship service each year.
- d. Membership fees are set at Annual Meeting.
- e. Members who own cottages and whose names appear on the lease agreement and who pay a lease fee are not required to pay an additional membership fee.

## **20. Ownership, Rental, and Occupancy of Cottages**

- a. Lots are not sold outright, but the Association grants the right to occupy said premises, subject to the restrictions named in the lease, the payment of taxes and assessments and the compliance with the Rules and Regulations and Bylaws of the East Machias Camp Meeting Association.
- b. Leaseholders may not transfer their lots for profit.

- c. Leaseholders shall abide by the Rules and Regulations and Bylaws of the East Machias Camp Meeting Association.
- d. All sales, rentals, and transfers of cottages must be approved in advance by the Board of Trustees.
- e. Any person whose name is requested to be on a Lease must be an Association member and have three references on file: one from their pastor, and two other personal references.
- f. No more than two persons shall be named on a Lease.
- g. References need to be obtained only once during one's residence at Jacksonville campground.
- h. No member may own more than one cottage.
- i. No lot or yard boundaries shall be erected by any resident or member without prior written permission from the Board of Trustees.
- j. All cottage owners with cottages on leased lots shall be required to carry current property insurance. Proof of property insurance shall be enclosed with the annual lease fee. Leases shall be deemed ineffectual if proof of insurance is not provided.
- k. Unmarried unrelated couples shall not live together or sleep together on Campground property.

## **21. Sale of Member Owned Cottages**

- a. Cottage purchase is open to persons only after formal acceptance in the Association, and to current members in good standing.
- b. Any leaseholder considering selling their cottage to another party must provide the prospective buyer with a copy of the Rules and Regulations and Bylaws of the East Machias Camp Meeting Association.
- c. The sale or transfer of a cottage must be in accordance with the Rules and Regulations and Bylaws of the East Machias Camp Meeting Association.
- d. All sales of cottages must be approved in advance by the Board of Trustees.
- e. Cottages may be sold only as seasonal dwellings, not as year-round homes even if they have been winterized.
- f. The following are the procedures for the sale of a cottage:
  - If the prospective buyer **is not** an Association member;
    - i. The seller shall complete the relevant section of the Cottage Transfer Agreement and provide it along with a copy of the Bylaws and Rules and Regulations to the prospective buyer.
    - ii. The prospective buyer will be required to sign the pledge at the bottom of the Cottage Transfer Agreement stating that they have received, read, and understand the Bylaws and Rules and Regulations of the East Machias Camp Meeting Association and intend to abide by them.
    - iii. The Association membership application shall be submitted with the Cottage Transfer Agreement to the Board of Trustees.

- iv. The Association membership application and the Cottage Transfer Agreement will be reviewed by the Board of Trustees during its next regularly scheduled meeting.
- v. The Treasurer will confirm that all monies due to the Town of East Machias and to the Association are current.

If the prospective buyer **is** an Association member;

- i. The seller shall complete the relevant section of the Cottage Transfer Agreement.
- ii. The Cottage Transfer Agreement shall be submitted to the Board of Trustees.
- iii. The Cottage Transfer Agreement will be reviewed by the Board of Trustees during its next regularly scheduled meeting.
- iv. The Treasurer will confirm that all monies due to the Town of East Machias and to the Association are current.

## **22. Auction Sale of Association Owned Cottages**

- a. Auction sale of Association owned cottages (when available) will be first offered to Association members who do not currently own a cottage. If no "Letter of Intent" is received from Association members the cottage may then be offered to the public for auction, providing the prospective buyer(s) meet the membership guidelines.
- b. In preparations for the auction sale the Board of Trustees will:
  - i. Vote to sell an Association owned cottage (requires Association approval at annual meeting).
  - ii. Set a minimum auction bid amount.
  - iii. Set a date, time, and location for the auction sale. Date will be based on giving all parties proper notice.
  - iv. Set a date by which a "Letter of Intent" form must be returned to the Board of Trustees, along with a bid deposit. Bid deposit is refunded if member is not the winning bid.
- c. Board of Trustees will then send notification to all Association members who do not currently own cottages. Notification will advise members of:
  - i. Address of cottage for auction sale.
  - ii. Minimum auction bid amount.
  - iii. Date, time, and location for the auction sale.
  - iv. Date by which a "Letter of Intent" form must be returned to the Board of Trustees, along with bid deposit. Bid deposit shall be the current membership cottage lot lease fee amount (subject to change). Bid deposit is refunded if member is not the winning bid.
- d. Board of Trustees shall provide a "Letter of Intent" form, a copy of the current cottage lot lease form, current Association Bylaws, and current Association Rules and Regulations.
- e. Board of Trustees shall also provide an Association contact who can answer any questions the applicant may have.

- f. If more than one "Letter of Intent" form is received by the deadline the auction will be held at the designated date and time. Board of Trustees will return all non-winning bid deposits.
- g. If only one "Letter of Intent" form is received by the deadline the cottage will have been deemed as sold without holding the auction. Sale will then be finalized.
- h. If no "Letter of Intent" forms are received the Board of Trustees will decide the next steps to be taken.

### **23. Lease Changes**

- a. Cottage owners wishing to add, remove or change a name on a lease should fill out and submit a Lease Change Application and submit it to the Board of Trustees.
- b. If a person being added to a lease is not a member, an Association membership application shall be submitted with the Lease Change Application. The Association membership application and the Lease Change Application will be reviewed by the Board of Trustees during its next regularly scheduled meeting.
- c. Owners must be current in their Town of East Machias taxes and Association dues in order to effect a lease change.

### **24. Death of a Cottage Owner**

- a. Upon the death of a cottage owner, a family member or the executor of the estate is requested to notify the Association and to furnish the Association with a certificate of death. The Association will then remove the decedent's name from the lease and pass on all appropriate information to the Secretary of the Association. If the decedent was the sole lessee of the property, a family member or the executor is asked to inform the Association: to whom bills should be sent and to whom a Lease Change Application should be sent. If the person replacing the decedent on the lease is not an Association member an Association membership application should be submitted to the Association and an interview will be scheduled with the Board of Trustees during its next regularly scheduled board meeting.
- b. If the decedent's family member has no desire to become an Association member they shall have a reasonable amount of time to dispose of the cottage in accordance with the provisions of the bylaws and these rules and regulations. Cottage minimum standards still apply during this period.

### **25. Cottage Construction, Alteration, and Maintenance**

- a. No leaseholder owns land at the campground. Leaseholders only own the right to keep property on Association land during the period of their lease. Any alterations to campground land must be approved in advance by the Association.



- b. No new structure may be erected upon the land leased from the Association without the member first obtaining permission from the Board of Trustees.
- c. No structure may be built nearer than six feet from the boundary lines of the lot without the approval of the Board of Trustees.
- d. No mobile homes or recreational vehicles (RVs) may be placed on land leased from the Association.
- e. All state and local building ordinances must be followed, as must any building regulations voted by the Association and/or adopted by the Board of Trustees.
- f. Regulations are based on the premise that any cottage owner has the right to maintain and improve his or her property within reasonable limits as defined by the Board of Trustees and subject to the following broad guidelines;
  - i. that any maintenance of a property, or any changes, alterations, or additions thereto, must preserve and reflect the basic character of the building itself, or its immediate surroundings, and of Jacksonville campground as a whole. Any new buildings must conform to these requirements.
  - ii. that Jacksonville campground is a religious summer community with clear restrictions placed on off-season occupancy.
- g. Permission of the Board of Trustees **is not** required for:
  - i. Routine maintenance such as interior or exterior painting, roofing, plumbing, rescreening, electrical or foundation work.
  - ii. Interior remodeling not affecting outside appearance.
  - iii. Replacement IN KIND (i.e. similar size and appearance) of stairways, stoops, decks, latticework, etc.
- h. Permission of the Board of Trustees **is** required for:
  - i. Any work other than painting that will alter the external appearance of a cottage: for example, the addition of a window or dormer, a room, a porch, deck or chimney, or the enlargement of any of these.
  - ii. Construction of new buildings (detached tool sheds, workshops, etc.).
- i. Cottage owners are expected to maintain their cottages and property, especially with regard to safety issues.
- j. The upkeep and maintenance of an owner's cottage and its immediate surroundings are the responsibility of the cottage owner. A cottage owner who neglects to keep up and maintain properly his cottage and the immediately surrounding area will incur fines.
- k. All construction, alterations, and repairs shall conform to state and local building, plumbing, and electrical codes.
- l. Construction of a new building will be allowed only when the size and shape of the cottage owners lot make it feasible and only when the Board of Trustees is satisfied that the new building preserves the character of the property and the grounds as a whole.

- m. All building projects requiring Board of Trustees approval must be started within one year of the date permission is granted. Projects not begun within a year must be re-submitted for approval. If exterior work other than painting is to take more than one calendar year to complete, the cottage owner is asked to provide the Board with an estimated completion date. This regulation is designed to minimize the possibility of cluttered yards or half-completed work detracting from the appearance of a property for too long or becoming a hazard.
- n. If an outside contractor is doing the work, the cottage owner must so inform the Board of Trustees before the work has begun and provide estimated starting and completion dates. Any outside contractor must be licensed by the State of Maine and must provide the Association with a certificate of insurance. Any construction planned for the off-season (between Mid-October and Mid-May) will require permission from the Board of Trustees and is subject to the rules above.

## **26. Cottage Minimum Standards/Building Code**

- a. All cottages shall adhere to the following standards:
  - i. Exterior must have intact paint, not chipping or flaking, including porches, stoops, steps, and gable, window, and door trims.
  - ii. All porches, stoops and steps must be firm and solid.
  - iii. All doors and windows must be solid and intact and not open to the outside.
  - iv. All additions must be firmly attached to the main building.
  - v. All outbuildings, sheds, and screen houses must be solid and intact, painted or stained and in good repair.
  - vi. All piers/cement blocks and other footings or foundation materials must be sound, level, and intact.
  - vii. All roofs must have all shingles in place and firmly adhered to the roof.
  - viii. All Chimneys must be in good repair, pointed, with no loose or missing bricks or stones.
  - ix. There will be no plastic coverings visible on any exterior surfaces including roof, walls, or foundation.
  - x. No personal possessions will be stored outside anywhere on campground property (including on cottage owners' leased lots) without permission of the Board of Trustees.
- b. Cottage owners that do not meet the above standards will be notified and shall be required to provide a plan to the Board of Trustees of when the deficiencies will be addressed. All deficiencies shall be addressed in a timely manner.
- c. Cottage owners that do not meet the above standards and do not address deficiencies in a timely manner shall be considered to not be in "Good Standing" with the Association.
- d. These standards are subject to change. The Cottage Committee and/or Board of Trustees shall set the standards.

**27. Enforcement**

- a. These Rules will be enforced by the Board of Trustees and the Association Officers.
- b. Adults will be held responsible for the actions of their children and pets.
- c. Failure to comply with any of the Rules and Regulations can result in fines, as and in the amounts determined by the Board of Trustees and the Association Officers.
- d. Any legal fees incurred by the Association related to the enforcement of these Rules & Regulations will be the responsibility of the cottage owner involved.

The East Machias Camp Meeting Association is a 501(c)3 entity.