

Willimantic Camp Meeting Association General Rules and Regulations

This document supercedes the General Rules & Regulations approved August 1, 2009. Sections I-VIII were approved August 1, 2009 and Sections IX-XII were approved July 31, 2010.

The Willimantic 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 Executive Committee.

I. Safety

1. Discharge of firearms, illegal fireworks, or unapproved open fires shall not be permitted on the grounds at any time.
2. Use of open fire grills shall not be permitted on any porch.
3. Burning of leaves or rubbish shall not be permitted.
4. Smoking is not permitted in Association-owned buildings.
5. Smoking is not permitted in the pond area.
6. Use of the pond area requires compliance with posted regulations.
7. Pets are not permitted in the pond and playground area.

II. Motor Vehicles

1. Traffic control signs shall be obeyed. Note: The large number of children on the grounds requires compliance with speed limits and stop signs.
2. Unregistered vehicles require permission from the Board of Trustees.
3. Limit the use of motor vehicles during worship services.
4. Members shall consider parking areas as a shared resource and consider the needs of their neighbors.
5. Members who leave motor vehicles on the grounds over the winter shall notify the Board of Trustees and park in areas designated for winter storage.
6. Trailers and recreational vehicles may be parked only at locations designated by the Board of Trustees.

III. Noise

1. Quiet hours are between 10 PM and 7 AM and during worship services.
2. The recreation grounds must not be used for amusement purposes during worship services.

IV. Pets

1. Pet owners shall comply with the Town of Windham Animal Control Ordinance and the applicable State of Connecticut General Statutes. Proof of licensing, vaccination, and liability insurance coverage shall be provided.
2. Two pets per cottage are permitted.

V. Labor on Sunday

1. No construction or use of power equipment is permitted on Sunday. Emergency exceptions

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may be granted by the Board of Trustees.

VI. Cottage Construction, Alteration, and Maintenance

1. **Building Permit.** A member shall secure written permission from the Board of Trustees and a Town of Windham building permit for all construction, alterations, and repairs. (Note: For their own protection, members should employ licensed and insured contractors.)
2. **Building Codes.** All construction, alterations, and repairs shall conform to state and local building, plumbing, and electrical codes.
3. A member who breaks the pavement for any purpose shall be responsible for the cost of repaving the break.
4. A member shall keep the exterior of the cottage and any outbuildings in a neat and clean condition and in good repair, free from anything that might endanger public health, safety, and welfare.
5. If the Board of Trustees, during its periodic inspections, identifies any deficiencies under this section, the member will be notified in writing.

VII. Grounds Maintenance

1. **Association Grounds.** Members shall keep and assist in keeping the public streets, grounds, and buildings in a neat and clean condition, free from litter and anything that might endanger public health, safety, and welfare, including cigarettes butts and dog feces.
2. The member is responsible for the care of the grounds immediately surrounding the cottage. The member shall maintain them in a neat and clean condition, free from litter and anything that might endanger public health, safety, and welfare. Failure to comply with this section, may result in the Board of Trustees assessing the fee provided for in the Fee Policy and Schedule.
3. Trees shall not be removed without the permission of the Board of Trustees.

VIII. Sanitation

1. The member shall provide a recycling container and a covered trash container. Containers shall be removed from the curbside immediately following pickup.
2. Bulk waste disposal is scheduled by the Town of Windham. Notices of the pickup dates will be posted on the grounds.
3. The member shall properly dispose of hazardous materials.
4. No dumping shall be permitted on the grounds.
5. Septic systems shall be constructed, repaired, and maintained consistent with the "WCMA Septic Regulations".

IX. Sale of Cottages

1. The sale or transfer of a cottage must be in accordance with the general objectives of the Association as expressed in the Bylaws and in these rules and regulations.
2. Any and all such transactions must be handled through the Sales and Rental Committee, who will establish and maintain a fee schedule stating any transfer fees or rates charged cottage owners when selling their cottage.
3. Any signs advertising a cottage for sale shall be no larger than nine inches (9") by twelve inches (12") and shall be affixed to the cottage.
4. All sales and transfers must be referred to the Chairperson of the Sales and Rental

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Committee who shall ascertain from the Collector that said cottage is free from taxes, ground rent, and maintenance charges.

5. When an owner wishes to sell a cottage, the owner will establish the sale price for the cottage and provide access to the cottage through the Sales and Rental Committee. If a prospective buyer approaches the owner, the owner shall refer that person to the Sales and Rental Committee.
6. The Sales and Rental Committee will investigate and interview all prospective cottage owners and will recommend acceptance or rejection to the Executive Committee which will notify the applicant in writing of the action taken regarding such applications.
7. The Sales and Rental Committee will obtain a deposit from the prospective buyer in the amount agreed upon by the owner and the Chairperson of the Sales and Rental Committee. No deposit will be accepted prior to an applicant receiving written approval from the Executive Committee.
8. When a cottage is sold, the estimated taxes, ground rent, and maintenance charges for the first year are to be paid in advance and put into a credit account with the Collector.
9. It is the sole responsibility of the owner to make clear to the chairperson of the Sales and Rental Committee and any prospective buyer which items in the cottage are not included in the agreed upon sale price.
10. Anyone buying a cottage that does not have city water and/or a functional waste water disposal system must contact the Board of Trustees to determine how those deficiencies can be resolved. The potential purchaser of a cottage must know before buying a cottage what has to be done before it is habitable. No one can live in a cottage that is declared structurally unsound by the Board of Trustees; and all cottages before they are habitable must have adequate electricity, running water, and proper sewerage facilities. All structural alterations must conform to the building code of the Town of Windham.
11. Any cottage owner desiring to purchase a different cottage must secure the approval of the Sales and Rental Committee (new references will not be required). If a change is made, the first-owned cottage must be put up for sale with the Committee. No cottage owner may own more than one cottage.
12. No cottage shall be sold to any person who intends to remove it from the grounds without the recommendation of the Sales and Rental Committee and the approval of the Board of Trustees. A bond must be posted with the Treasurer by any cottage owner removing or tearing down a cottage to cover any damages to other properties and to insure proper clean up. Refer to the attached fee schedule for bond amount.

X. Use of Cottages by Non-Members

1. The Corporation (Association) is a member organization comprised of the cottage owners at the Willimantic Camp Ground. Membership in the organization is contingent upon an individual being approved after completing the application process and is dependent on the applicant purchasing a cottage. With the exception of dependent children, all others are defined to be non-members and the following rules apply.
2. The use of cottages must be in accordance with the general objectives of the Association as expressed in the Bylaws and these rules and regulations.

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3. Members shall be responsible and accountable for any person(s) occupying their cottage.
4. Members who allow the use of cottages by non-members shall:
 - a) notify a prospective occupant of the By-laws, rules and regulations of the Association before occupancy;
 - b) require as a condition of any occupancy that the occupant agrees to comply with all Bylaws, rules and regulations of the Association; and strictly enforce such compliance with all Association Bylaws, rules and regulations, whereas failure to do so may result in consequences and/or legal action against the member and/or occupant(s).
5. Notwithstanding the occupancy of a cottage by a non-member, the member shall be solely responsible for all taxes, fees, and assessments due the Association.
6. Members who wish to have occupants in their cottage for more than thirty (30) days require prior written approval. The Sales and Rental Committee will require that the prospective occupant complete an application process that may include a meeting with the member and/or prospective occupant. The Sales and Rental Committee will recommend acceptance or rejection to the Executive Committee which will notify the prospective occupant and member in writing of the action taken on their request. Failure to abide by a denied request is a violation of the Bylaws, rules and regulation of the WCMA.
7. All approved occupants, as well as the member owning the cottage , must sign an "Occupancy Agreement" of the WCMA. If the "Occupancy Agreement" is not signed by the respective parties, no occupancy will be allowed other than that of the member.
8. Should interest in a cottage transfer to a non-member by inheritance, divorce, gift, or other means, the following provisions apply:
 - a) The non-member shall be given notice that within twelve (12) months after the date of the transfer, a completed application for membership in the Association must be filed with the Sales and Rental Committee. If the non-member is not approved for membership, then notice must be given to the Sales and Rental Committee and the cottage posted for sale. All provisions of Section IX, Sale of Cottages, shall apply.
 - b) If the non-member chooses to sell, notice must be given to the Sales and Rental Committee within twelve (12) months after the date of the transfer. All provisions of Section IX, Sale of Cottages, shall apply.
 - c) If the non-member does not comply with the above sections, then the provisions of Section XII, Dispute Resolution concerning a forced sale shall apply.

XI. Violations

1. Non-Compliance with the "Willimantic Camp Meeting Association Fee Policy and Schedule"
 - a) The Collector shall send monthly notices of any cottage arrearage to such cottage owner, and if any assessment(s) or tax(es) remain unpaid for a period in excess of that defined in the Fee Policy and Schedule, the Executive Committee shall give notice to such cottage owner containing the following information regarding non-compliance:
 - i. that the cottage owner has thirty (30) days to either pay the amount due in full or send a written request for a repayment agreement;
 - ii. that failing response from the cottage owner, forty-five (45) days after the initial notice was given, the member shall be stripped of his or her status of "good

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standing" in the Association, and accordingly the member's voting rights and membership on any committees are terminated until the non-compliance is resolved.

- b) If the cottage owner fails to pay any past amount due or fails to comply with a written repayment agreement, the Executive Committee may:
 - i. pursue whatever legal options are available to it to secure such payments due, which may include, but are not limited to, placing a lien on the member's cottage; notifying credit bureaus; placing the member's account with a collection agency or attorney; create and maintain a list of accounts in actionable arrearage including the name(s), address(es), and amount(s) owed and make such list available to members of the Association; and/or such other legal action as the Committee deems proper; and
 - ii. if no action is taken by the owner within sixty (60) days from when the initial notice was given, the Executive Committee may begin an eviction proceeding and subsequently order the cottage be posted for sale, establishing the sale price for the cottage per Section XII. The Executive Committee shall be bound by all relevant sections of the Association's Rules and Regulations regarding sale of cottages. Within thirty (30) days after a court ordered eviction or the court ordered time interval (whichever is greater), the owner must remove all personal property (including the cottage) from the grounds at the owner's expense or the Association will deem that all remaining personal property has been abandoned and dispose of it as necessary.
2. **Non-Compliance With the Bylaws, Rules and Regulations, or Other Published Association Policies**
 - a) The Executive Committee shall give notice to such cottage owner containing the following information regarding non-compliance:
 - i. a general statement as to the nature of the non-compliance and providing a corrective action plan; and
 - ii. that the cottage owner has thirty (30) days to dispute any alleged violations in writing and seek a meeting with members of the Executive Committee to discuss such violations.
 - b) If the cottage owner does not respond to the initial notice and continues to be in non-compliance, the Executive Committee shall give a second notice to the cottage owner providing the following information:
 - i. that failing response from the cottage owner, forty-five (45) days after the initial notice was given, the member shall be stripped of his or her status of "good standing" in the Association, and accordingly the member's voting rights and membership on any committees are terminated until the non-compliance is resolved.
 - ii. that if the member takes no action to remedy the non-compliance within sixty (60) days after the initial notice was given, the Executive Committee may begin an eviction proceeding and subsequently order the cottage be posted for sale,

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establishing the sale price for the cottage per Section XII. The Executive Committee shall be bound by all relevant sections of the Association's Rules and Regulations regarding eviction and sale of cottages. Within thirty (30) days after a court ordered eviction or the court ordered time interval (whichever is greater), the owner must remove all personal property (including the cottage) from the grounds at the owner's expense or the Association will deem that all remaining personal property has been abandoned and dispose of it as necessary.

- c) Non-compliance by a guest of a member will result in action against the member for the purposes of this section.
3. Non-Compliance with Building and Fire Safety Codes
 - a) The Executive Committee shall give notice to such cottage owner containing the following information regarding non-compliance:
 - i. a general statement as to the nature of the non-compliance and providing a corrective action plan; and
 - ii. that the cottage owner has thirty (30) days to make repairs pursuant to the corrective action plan or the owner must submit a written repair plan to the Executive Committee.
 - b) If the owner requires either physical or financial assistance, such owner may request such assistance from the Executive Committee.
 - c) No repair plan shall be for a period of more than twelve (12) months, and if the repair plan is not completed as agreed, the Executive Committee shall work with the owner to revise and execute the plan.
 - d) If the owner knowingly and willingly refuses to attempt to comply with and implement the repair plan within sixty (60) days, the Executive Committee may take whatever steps are necessary for proper code enforcement, as well as whatever reasonable means to ensure the safety of other members of the Association; which actions may include, but are not limited to, legal remedies such as beginning an eviction proceeding and/or such other action as the Committee deems proper.

XII. Dispute Resolution

1. The following steps will be taken to establish the forced sale price of a cottage due to an unresolved non-compliance:
 - a) A committee will be formed comprising representatives of the Sales and Rental Committee and Trustees, the cottage owner or designee and a third party agreed upon by both the owner and the Executive Committee. Should the cottage owner fail to respond to the request to form such a committee within fourteen (14) days, the Executive Committee may select a certified appraiser to establish the forced sale price.
 - b) An inspection will be performed by the committee to evaluate the features and condition of the cottage.
 - c) The committee will arrive at the forced sale price.
 - d) Upon sale of the cottage, all debt to the Association will be settled. Any remaining excess will be returned to the former cottage owner.
2. The following steps will be required to appeal a decision against a member by any of the

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Standing Committees of the Association:

- a) The cottage owner must file a written request with the Association Secretary for a hearing by the Executive Committee.
 - b) The request must be received at least fourteen (14) days prior to the Executive Committee meeting where the hearing is to be held.
 - c) The cottage owner, the Standing Committee, and other interested parties will be allowed to speak to the dispute.
 - d) Two-thirds (2/3) of the Executive Committee in attendance and voting would be required to overturn the Standing Committee decision.
3. The following steps will be required to appeal an Executive Committee decision against a member:
 - a) The cottage owner must appeal the Executive Committee decision at a Special Meeting of the Association.
 - b) The cottage owner must request a Special Meeting in writing to the Secretary of the Association within sixty (60) days of the original Executive Committee decision;
 - c) Two-thirds (2/3) of the membership in attendance and voting at the Special Meeting would be required to overturn the Executive Committee decision.
 4. If a member loses his good standing due to a non-compliance with the "Willimantic Camp Meeting Association Fee Policy and Schedule" it will be restored when the non-compliance is resolved.
 5. If a member loses his good standing due to a non-compliance with the Bylaws, Rules and Regulations, or other published Association policies it will be restored when the non-compliance is resolved or when a Special Meeting overturns the Executive Committee decision.