

RULES AND REGULATIONS

Monteagle Sunday School Assembly is a non-profit organization governed by a Board of Trustees elected from the membership pursuant to Bylaws adopted under the Charter granted by the State of Tennessee, October 31, 1882.

Any person within the Assembly grounds may be required at any time to show evidence of authorized presence with a ticket or pass. All persons within the Assembly grounds are subject to rules, regulations, and Bylaws officially adopted.

The Code of Regulations and Bylaws are available in the Assembly Office. Questions pertaining to them may be directed to any trustee or to the General Manager.

LEASEHOLDERS, SUBLESSEES, AND GUESTS PLEASE READ

Leaseholders are responsible for ensuring that all persons in their households read and abide by the following rules and regulations.

CODE OF REGULATIONS (Amended February 16, 2019)

GENERAL

G-1

The President and General Manager have the duty and authority to enforce this Code of Regulations.

G-2

"Assembly grounds" is defined as all Assembly real estate both inside and outside the fenced area and includes both leased (leaseholds) and non-leased real estate.

G-3

All persons on the Assembly grounds during the annual assembly if they are members, guests of members, sub lessees, or guests of sub lessees, shall have tickets to show at any time upon request. Passes for an appropriate period will be provided without charge to any person wishing to attend specific religious, cultural, and/or educational activities. Periodic leasehold checks may be made during the annual assembly to ascertain whether all occupants have tickets. All persons must present their gate tickets to the gatekeeper upon entering and leaving the gate.

G-4

No person shall do any act that endangers the health or safety of persons, the value of property owned by or in possession of the Assembly, or the value of property on leaseholds within the Assembly.

G-5

The General Manager has the authority to abate all nuisances and correct all dangerous conditions.

G-6

The shooting of guns, sling shots, firecrackers, and fireworks on the Assembly property is prohibited with the exception of firecrackers and fireworks on the Fourth of July at the clearing north of North Gate at a time specified and as supervised by the General Manager. Violations of this code shall result in a \$500 fine for the first offense and expulsion for the remainder of the season for a second offense.

G-7

Trash fire of any kind on Assembly grounds both within and without the fenced area is prohibited. Metal grills/barbecue broiling stands may be used outdoors on leaseholds but not on parkland unless supervised by Assembly summer personnel or permanent personnel. With the foregoing and following exceptions, open fires are prohibited on leaseholds and Assembly property. Campfires are permitted within stone fire rings on the cleared areas at Warren Point and campground. Use of the Assembly trailer-type barbecue grill is permitted on the cleared area at Warren Point.

G-8

Destruction of or damage to any Assembly property subjects the offender to appropriate fine and discipline by the Board of Trustees.

G-9

The possession or use of alcoholic beverages or controlled substances on public grounds, in public places, or at public functions on the Assembly grounds is prohibited and subjects the offender to disciplinary action by the Board of Trustees except as follows:

- During the season, alcoholic beverages may be allowed and may be consumed only at a location (and temporarily attached tents) approved by the Board of Trustees on not more than 4 occasions per season and only during special events approved in advance by the Board of Trustees.
- During the off season, alcoholic beverages shall be allowed and may be consumed only in connection with a private, invitation only, function in one of the following areas then set aside and reserved exclusively for such private use and not then open to the public and approved in advance by the Board of Trustees:
 - *Dining Hall
 - *Gymnasium and the adjacent tennis court
 - *Art Pavilion
 - *And any tents temporarily attached to them
 - *And other locations at the Board's discretion¹

G-10

Summer staff employees under the age of twenty-one (21) years are not permitted to use alcoholic beverages or controlled substances at any time during their employment by the Assembly. The use of alcoholic beverages by staff of any age is discouraged. Employees who have reached the age of twenty-one (21) years may not use alcoholic beverages unless the following conditions are met:

- (1) the employee is off-duty;
- (2) the employee is not in the presence of minors;
- (3) the employee uses discretion and good judgment.

Summer staff employee offences shall be reviewed by the Disciplinary Committee, and on first offense, the offender shall be subject to disciplinary action of the committee, and on second offense shall be dismissed.

G-11

Persons are not permitted to climb on the Pilcher Arch.

G-12

Occupants of any leasehold who create excessive noises that are disturbing to other persons will be requested to reduce the noise.

G-13

No non-Assembly use shall be made of the area north of the natural gas pipeline easement formerly used as a refuse dump. Assembly use shall be limited to biodegradable, organic material.

G-14

No commercial activity or fund raising activity shall be conducted on the Assembly grounds without approval of the Board of Trustees. These activities include, among others, the activity of any committee.

G-15

Advertising in *Mountain Voices* shall be limited to Assembly-sponsored events, leaseholds available, and other matters specifically approved by the Board of Trustees.

G-16

All advertisements and other publicity concerning any activity within the Assembly grounds shall be submitted to the General Manager and the marketing committee for review in advance of publication. All promotional materials must include the full name "Monteagle Sunday School Assembly" (not abbreviated) -- on first reference. After that, the approved abbreviations are "MSSA" (preferred) or "the Assembly" (also acceptable). The General Manager has the final authority to approve, suggest changes or decline any advertisements and other forms of publicity. Approved marketing materials may be distributed to media contacts and other promotional outlets by committee members, but the General Manager is the only official spokesperson for the Assembly unless he/she designates otherwise.²

G-17

Any proposed commercial sign shall be submitted to the Architectural Review Committee for review and recommendation to the Board of Trustees for approval or disapproval. No commercial sign shall be erected without the approval of the Board of Trustees.

G-18

Satellite dishes larger than 2'0" in diameter shall not be permitted on the Assembly grounds.

G-19

Interest of twelve (12) percent per annum shall be charged on any leaseholder account that is not paid when due. All accounts shall be due within 30 days of billing. This rule does not prevent the imposition of other sanctions on overdue accounts including suspension or termination of water service. All accounts (dues, assessments, and water) must be current for continued use of cottage or subleasing.

G-20

Unless otherwise provided, fines of up to \$500 for each violation under the Code of Regulations may be imposed. Assembly services may be suspended or terminated to leasehold, including suspension or termination of water service. Offenders may be expelled from and prohibited entry to the Assembly grounds. The Board of Trustees may terminate a member's lease in cases of non-payment of dues or assessments or violations under the Charter, the Bylaws, or the Code of Regulations.

G-21

The Monteagle Sunday School Assembly allows usage of its buildings and grounds for religious and educational purposes. Usage is extended to the membership of Monteagle Sunday School Assembly, their immediate families, other churches, and 501(c) organizations. Other individuals may be sponsored by a member of the Monteagle Sunday School Assembly.

Requests must be made in writing to the General Manager and must also address the number to be in attendance, provisions for parking, and clean-up. A schedule of fees is available in the Assembly office but does not preclude the General Manager's imposing additional fees for security or other expenses the Assembly may incur in relation to the event.

G-22

No parking places may be created on Assembly non-leased property (i.e.: streets, sidewalks, grassland, etc.) without permission of the Property Committee and the Board of Trustees.

G-23

Camping is not allowed on Assembly property except at the campgrounds. Warren Point is not a campground.

YOUTH

Y-1

At 12 o'clock midnight, a curfew shall be in effect for all persons who have not reached their eighteenth (18th) birthday. The Security Officer is authorized to ask for proper identification from anyone found outside cottages after that hour. Violators of the curfew will be escorted to their cottages,

and their parents or hosts will be informed. All violators must appear before the Youth Committee. A second violation will result in the appearance of both the violator and parents before the Disciplinary Committee for appropriate discipline, which may include expulsion from the Grounds.

Y-2

Without exception, a person shall be eighteen (18) years of age or older to stay overnight in the Nashville Home.

MOTOR VEHICLES

V-1

Motor vehicles should be used with the greatest of care. The General Manager shall regulate the use of motor vehicles on the Assembly grounds, including imposing fines for speeding, failing to stop, and driving in a reckless or careless manner. The speed limit shall be 14 miles per hour throughout the Grounds except through the Mall area where the speed limit shall be 10 mile per hour. No one shall operate a motor vehicle of any kind including golf carts on Assembly property without a valid driver's license.

V-2

The General Manager is authorized to enforce traffic regulations. Violators will receive a "warning" for the first offense. Violators will be fined \$50 for the second offense and \$100 for each offense thereafter. Any person cited for four offenses of the traffic regulations within a twelve-month period shall have his or her driving privileges within the Assembly grounds suspended for six months.¹⁶

V-3

Motorcycles, motorized scooters, go-carts, campers, RVs, four-wheelers, and/or mobile homes are not allowed on the Assembly grounds. Use of large trucks, moving vans, or trailer-type haulers inside the Assembly grounds must be approved by the General Manager. No approval will be granted during the Assembly season.

V-4

Golf carts may be allowed on the Assembly grounds upon application to and permission of the General Manager. Golf carts shall be operated only on roadways with an exception for medical reasons or handicapped condition of the operator or passengers when carts may be operated on walkways and paths. All golf carts must be equipped with a horn and must have front lights and rear lights or reflectors if driven after daylight hours.³

V-5

No one shall ride on top of vehicles, on fenders or bumpers, on backs of vehicles (other than truck beds), or in any other place other than that provided for passengers inside the vehicles.

BICYCLES

B-1

Bicycles and scooters shall not be ridden across walk bridges or on tennis courts. They must be walked across such bridges.

The first time that an offender is stopped by anyone on the Assembly grounds, the person will be given a warning and reported to the General Manager. The second time that the offender is stopped, that person and his/her parent will meet with the General Manager. The third time that the offender is stopped, he/she will have the bike confiscated for one week. If there is another offense, the individual will be brought in front of the Executive Disciplinary Committee.⁴

Bicyclists should exercise consideration at all times for pedestrians and use caution when riding along or crossing roads.

B-2

The use of safety helmets is mandatory for all ages in agreement with Tennessee law. The youth of the assembly must wear helmets when riding their bicycles in accordance with Tennessee state law 55-52-105 that states that it is unlawful for any person under 16 years of age to operate or be a passenger on a bicycle unless at all times when so engaged such person wears a protective bicycle helmet of good fit fastened securely upon the head with the strap of the helmet.

On the Assembly Grounds, the first time that the child is stopped for not wearing a helmet, the child will be warned. Any person on the Assembly Grounds can stop any child not wearing a helmet and report him/her to the General Manager. The parent will then be notified. The second time that the child is stopped for not wearing a helmet and is reported to the General Manager, the child and the parent will meet with the General Manager or a designee. The third time that the same child is stopped for not wearing a helmet; the bike will be confiscated for one week. If there is another offense, the individual will be brought in front of the Executive Disciplinary Committee.⁵

B-3

No bicycles shall be parked in front of the Auditorium, Warren Chapel, or Harton Dining Hall. Appropriate bicycle racks or designated areas will be located near these buildings. Violators' bicycles will be confiscated and violators may be fined.

B-4

Scooters, roller blades, roller skates, and similar devices on wheels and runners are prohibited for use on streets, sidewalks, bridges, and tennis courts.

PETS

P-1

Pets shall be registered with the Assembly and bear identification tags at all times. These tags are not transferable. All pets shall be inoculated against rabies.

P-2

All pets shall be kept inside cottages or on a leash between the hours of 7:00 P.M. and 7:00 A.M.; however, animals, including dogs and cats, that have attacked other domestic animals or humans shall be kept behind doors or fences or on a leash, or shall be tied up at all times. Owners may be fined for violation. Pets that become a nuisance or dangerous may be expelled from the Assembly grounds.

LEASEHOLDS

L-1

A leasehold is defined as one or more lots or parcels that are assessed as a single unit. A leasehold may include more than one lease and may include lots or parcels that are separated by an Assembly road or other way.

L-2

No leasehold may be divided except for purposes of adjusting boundaries with contiguous leaseholds or with contiguous Assembly non-leased land.

IMPROVEMENTS TO LEASEHOLDS

I-1

The Assembly grounds have been placed on the National Register of Historic Places by the United States Department of the Interior. The Assembly grounds include an outstanding and unusual collection of Victorian and early Twentieth Century architecture with structures that are individually unique but achieve unity through consistent scale, texture, and materials. Any exterior modification of an existing leasehold structure and any new leasehold structures shall maintain the architectural integrity of the leasehold and its environment.

I-2

The Architectural Review Committee Design Standards as published August, 2007, and as may thereafter be amended by the Board of Trustees are approved and shall form the basis and be followed for any external modification to an existing structure or erection of a new structure on any leasehold.

I-3

No new structure or any external modification to an existing structure may be undertaken on any leasehold on the Assembly grounds without review of the Property Committee and the Architectural Review Committee and the approval of the Board of Trustees. Written notice concerning any application for a new structure or any external modification to an existing structure that would change the footprint or height of an existing structure and of all proceedings before the Property Committee and the Architectural Review Committee regarding such application shall be given to all Assembly leaseholders. Such leaseholders shall be permitted to present their concerns and participate in the deliberations of said committees and be permitted to address the Board of Trustees at the time recommendations of said committees are presented to the Board of Trustees for approval.

The written notice referred to in this section shall be effectively given when, under the supervision of the General Manager, it is deposited in a United States Postal Service mail depository plainly addressed to the leaseholder at his or her address on file at the MSSA office postage prepaid for first class ordinary mail not less than ten (10) nor more than thirty (30) days prior to the proceeding being noticed or in the alternative by email at the email address of the leaseholder on file at the MSSA office not less than ten (10) days nor more than thirty (30) days prior to the proceeding being noticed.¹³

I-4

There shall be a permit application fee as determined by the Board of Trustees for any application for consideration of a new structure or for any application for modification to an existing structure that would change the footprint or height of an existing structure.¹³

There shall be an impact fee for any construction for which a permit application is required under the provisions of subsection (a) that shall be \$1.00 per square foot modification of each floor level including basement and each above ground level including porches.⁶

The impact fee required under the provisions of subsection (b) shall be for the impact upon MSSA infrastructure caused by construction that requires a permit application fee and shall be deposited in the MSSA Consolidated Capital Fund.⁷

I-5

a) Leaseholders who desire to erect a new structure or to make an addition to an existing structure on their leasehold shall submit to the General Manager detailed architectural plans, a survey prepared by the Assembly Official Surveyor, and a site plan. The site plan shall indicate setback lines, parking (on site and/or off-site), the location of existing improvements, the location of proposed new improvements, which shall be clearly distinguishable, and the location of structures on all adjoining and surrounding leaseholds.

The General Manager shall review such architectural plans, survey, and site plan and determine whether the site plan complies as a minimum with the provisions of the lease and with the provisions of the Code of Regulations. In case of non-compliance, he shall return the documents to the applicant leaseholder with written detail of the non-compliance. In the case of compliance of the site plan as a minimum with the provisions of the lease and the provisions of the Code of Regulations, he shall certify such minimum compliance to the Property Committee and to the Architectural Review Committee and forward all plans and documents to the chairpersons and members of those committees for review and recommendations to the Board of Trustees for approval or disapproval. No work shall be started until the plans have received Board of Trustees' approval and all fees paid.¹³

b) Leaseholders who desire to modify an existing structure but not make an addition to the structure on their leasehold shall submit detailed architectural plans to the General Manager. The General Manager shall submit such plans to the Architectural Review Committee for review and recommendation to the Board of Trustees for approval or disapproval. No work shall be started until the plans have received Board of Trustees' approval and all fees paid.¹³

c) Approval for any modification or addition shall be valid for a period of three (3) years, after which plans must be resubmitted and must comply with all current rules and regulations. Construction must be completed within 3 years from the dates of Board approval.¹³

d) Prior to any construction on a leasehold as described in subparagraph (a), there shall be a preconstruction conference with the General Manager, the Chairpersons of the Architectural Review Committee and the Property Committee or their respective designees, that includes the leaseholder, the architect, and the general contractor.

The purpose of the preconstruction conference shall be to review the final construction plans to ensure that they comply fully with the architectural plans approved by the Board of Trustees, the location of utility services, the location of heating and air conditioning facilities and screening therefore, and all ancillary matters pertaining to the construction.

The General Manager shall provide the general contractor with instructions that will be applicable to the construction site and the public areas in the vicinity of the construction site, the staging of construction materials, the use of roads and other public areas for loading and unloading, and the parking of vehicles.

The General Manager shall have the authority and duty to enforce all provisions of the Code of Regulations applicable to the construction site and surrounding area, and instructions given at the preconstruction conference or thereafter. Enforcement may include, among other things, work stoppage and revocation of work permits.⁸

I-6

Except as herein provided, no part of any building structure, including eaves, shall be located at a point nearer than five (5) feet of the boundary lines of the leasehold. The following items that fall within the five (5)-foot setback—low walls that are less than two feet in height, gates, garden artifacts and garden maintenance facilities, courtyards, patios, walkways, entrance stoops of two steps or fewer, stairs, lighting facilities, utility meters and service lines, drainage facilities, water retention facilities, water wells, driveways, and on-site parking—must be submitted to both the Architectural Review Committee and the Property Committee. The foregoing items shall not be permitted unless approved by the Board of Trustees.

In situations where there is no appropriate alternative location, the General Manager, after review and advice of the Architectural review Committee, may authorize, within setback areas, the location of garbage containers, heating and air conditioning components, including fuel tanks, and screening apparatus as required under I-9 of the Code of Regulations.

In special and unusual situations, the Board of Trustees may grant variances to setback restrictions after review and report of recommendations by both the Architectural Review Committee and the Property Committee.

The foregoing setback restrictions are minimum restrictions. The Architectural Review Committee and/or the Property Committee may recommend and the Board of Trustees may require greater setback requirements in order to achieve consistent streetscape and consistent scale of a building structure or a building structure addition within both the leasehold on which it is proposed and with building structures on adjoining and surrounding leaseholds. The mass, scale, texture, and density of the architectural elements of any new building structure or addition to an existing building structure, considered with the existing building structure, shall be consistent in scale and proportion with those of other buildings in the environment in which it is to be located.⁹

I-7

The General Manager shall halt construction of any new structure and construction on the exterior of any existing structure on a leasehold and may require construction to be removed at the leaseholder's expense if it (1) is initiated without prior approval of the Board of Trustees or (2) fails to conform with the written plans that were previously approved by the Board of Trustees. The Board of Trustees may halt Assembly services, including water service, to a leasehold and may terminate the lease of any leaseholder who fails to comply with the Board of Trustees' permit or directives regarding erection of new structures and exterior modification of existing structures on a leasehold.

I-8

Every dwelling structure on a leasehold shall be equipped with a minimum of one smoke alarm and a minimum of one fire extinguisher, and preferably, one fire extinguisher visible from the outside of the cottage.

I-9

All outside, aboveground heating and air conditioning components including fuel tanks and garbage cans on a leasehold shall be placed in as inconspicuous a location as possible and shall be appropriately screened with lattice, board fencing, or effective landscape plantings. Each screening plan shall be submitted to the Architectural Review Committee for review and recommendation.

A leasehold shall have no more than one location for garbage cans and garbage pick up. All garbage must be in closed plastic bags and placed in trashcans for pickup.

I-10

If structures on a leasehold are damaged or destroyed by fire, storm, or other casualty, the leaseholder shall submit a written plan within two (2) years after the occurrence of the damage or destruction to make improvements. Construction of repairs shall commence within one (1) year after approval by the Board of Trustees, or the Board of Trustees may terminate the lease.

I-11

A leasehold shall be improved with one dwelling structure within the time provided in the lease, within the time provided in the Bylaws, and within the time provided in the Code of Regulations. No leasehold may be improved with more than one dwelling structure.

No leasehold existing on September 30, 1995, exclusive of leaseholds from which inns operate, may be improved to increase the number of kitchen facilities existing on the leasehold on September 30, 1995.

No leasehold may be divided on the basis that it contains separate dwelling structures.^{14, 15}

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I-12

No work on the exterior of a structure or interior work that results in noise shall occur during the annual assembly, except for approved emergency repairs. No outside contractors are permitted within the Assembly grounds during the annual assembly except by permission of the General Manager. The President or General Manager shall have the authority to approve requests for emergency repairs and shall report the approved requests to the Board of Trustees at the next meeting. The fines for violations of this regulation are \$100 for the first violation, \$250 for the second violation, and \$500 for additional violations.¹⁰

I-13

No construction materials or debris shall be allowed to accumulate overnight on any leasehold during the annual assembly without the approval of the General Manager.

I-14

Leaseholders shall maintain the structures on their leasehold. No prior approval of routine maintenance shall be necessary unless the architectural significance of a structure on the leasehold is affected. Leaseholders shall keep their leaseholds free of leaves, paper, rubbish, and other debris that is unsightly, a fire hazard, or otherwise dangerous.

The General Manager is authorized to request a leaseholder to perform specified maintenance, and if such maintenance is not done, to request the Board of Trustees to authorize performance of the maintenance by the Assembly and charge the expense to the leaseholder. The General Manager shall give the leaseholder ten (10) days written notice that such a request is being made to the Board of Trustees.

I-15

The General Manager is authorized to make any repairs on a leasehold that he deems to be dangerous to persons or property. The expense of such repairs may be charged to the leaseholder.

I-16

The General Manager is authorized to inspect leaseholds including structures thereon in order to ensure safety and compliance with this Code of Regulations.

SUBLEASING

S-1

All leaseholders who sublease their leasehold must comply with the policies of the Housing Oversight Committee. Effective July 2008, all subleases must be handled through the MSSA Housing Office. Exemptions for out of season subleases expire December 31, 2012 provided the exemptions were filed with the Housing Office prior to July 31, 2008. All Subleases must be approved through procedures developed by the Housing Oversight Committee. The provisions of this regulation do not preempt any other remedy available for enforcement of this regulation including, without limiting the generality of the foregoing, lease termination.

S-2

Any sub lessee who desires to have an event with more than twenty-five (25) persons in attendance on a subleased leasehold at any time during the sublease term shall submit a written request to the Housing Coordinator who will seek permission of the leaseholder. The Housing Coordinator and the General Manager will determine the number of persons the leasehold will reasonably accommodate, parking availability, impact on Assembly traffic, and impact on other activities within the Assembly grounds at the requested time. The General Manager will determine the conditions, including fees, additional expenses, and security requirements, under which the event may take place. Any additional costs will be paid by the sub lessee. The Housing Coordinator will convey this information to the sub lessee in writing.

No more than fifty (50) persons may be approved for any leasehold for any sub lessee during the season or on any Sewanee weekend. The fifty (50)-person limit shall not apply to a request by a sub lessee occupying the subleased leasehold who is a member of Monteagle Sunday School Assembly. Any member of MSSA planning an out-of-season event involving 50 people or more shall notify the MSSA office and obtain written acknowledgement of such notification.¹¹ The fifty-person restriction does not apply to the Inns in the normal course of their business.

S-3

Leaseholds may not be donated for raffles and/or auctions.

S-4

Any cottage subleased, loaned, or used by anyone other than the leaseholder or the leaseholder's immediate family on a Sewanee weekend (Parents' Weekend, Homecoming, and Graduation) shall be responsible for a security fee as established by the Board of Trustees. This fee shall also be paid by the inns.

¹ Addition of sentence approved 7-24-09.
Revised July 9, 2011

LEASE CANCELLATION, ISSUANCE AND TRANSFER

T-1

Any leaseholder who desires to submit a lease(s) for a leasehold for cancellation to enable such leasehold to be leased to new leaseholder(s) approved by the Board of Trustees shall execute and file a Notice of Intent with the General Manager on a form provided for such purpose and shall also file with the General Manager: (1) the original of the extant lease, if available; (2) the original of any extant assignments pertaining to the lease; and (3) a survey of the leasehold with a legal description that conforms to the lease legal description and that locates all structures on the leasehold.

T-2

In the event that a survey meeting the requirements described in section T-1 (3) does not exist, the General Manager shall cause such a survey to be made by the Assembly Official Surveyor and shall charge the expense therefore to the leaseholder. (The expense for the survey may be paid from the proceeds of any lease cancellation transaction.)

T-3

Immediately upon receipt of all items described in sections T-1 and T-2, the General Manager shall notify the person designated by the President to review leasehold legal descriptions. The person designated by the President to review leasehold legal descriptions shall compare the legal description of the leasehold as set forth in the lease or lease assignments with the survey and shall coordinate the correction of any discrepancies. The coordination of discrepancies shall include coordination of any discrepancies in the leasehold legal description with adjoining leaseholds and adjoining Assembly non-leased land.

T-4

The General Manager shall review and approve all documentation required under sections T-1, T-2, T-3, and T-12 and shall further review and approve as to form all personal data concerning the application for membership of proposed new leaseholder(s) of a leasehold prior to submission of the application(s) of the proposed new leaseholder(s) to the Board of Trustees for final reading and vote.

The application for membership will comply with Section 3.4 of the Bylaws. In addition, a Monteagle Assembly leaseholder may sponsor a new applicant for membership when that Assembly member has been a leaseholder for two years. Family members may not sponsor a candidate for membership.¹² A

sponsor must know the applicant personally and be able to state that, to his/her knowledge, the applicant plans to be an active participant in Assembly activities. Additional letters and personal interviews shall be considered to establish to the satisfaction of the Membership Committee that the applicant plans to participate fully and be an active member who supports the mission and purpose of the Assembly.

T-5

The Board of Trustees shall not approve the issuance of a new lease of any leasehold to a non-family member of a leaseholder unless the Notice of Intent has been given to the members of the Montegale Sunday School Assembly. The leaseholder shall not accept any offer prior to the expiration of the notice period.

When a Notice of Intent is furnished to the General Manager, the General Manager shall notify all Assembly members by mailing the specific information about the leasehold on the Notice of Intent to them within three (3) business days of receipt of the Notice of Intent. The members shall have fourteen (14) days from the postmark date of the mailing of the notification to make an offer in writing (by personal delivery, mail, or facsimile) to the General Manager who shall then make known to the leaseholder any offers received. All expense of these mailings shall be paid by the Assembly to be reimbursed by the leaseholder and may be reimbursed out of any proceeds concerning the transaction deposited with the Assembly as escrowed. At the end of the 14-day period, if no offer by a member is accepted, then the leaseholder and the General Manager may make the information concerning the leasehold available to other parties who demonstrate a bona fide interest in acquiring a new lease for the leasehold.

The provisions of this section do not limit a right to reject any offer.

T-6

Any agreement to submit lease(s) for a leasehold for cancellation to enable such leasehold to be leased to new leaseholder(s) approved by the Board of Trustees shall be in writing, shall be signed by the leaseholder(s) and the proposed new leaseholder(s) and shall provide that it is subject to approval by the Board of Trustees of the proposed new leaseholder(s) for membership in the Assembly.

T-7

No security interest or lien may be retained by a leaseholder in the leasehold, and no leaseholder may mortgage or otherwise encumber a leasehold, a lease, or any interest therein.

T-8

All proceeds of any transaction concerning the cancellation of lease(s) for a leasehold to enable such leasehold to be leased to new leaseholder(s) approved for Assembly membership by the Board of Trustees shall be deposited with the Assembly as escrow pending closing of the transaction.

T-9

A sum equal to ten (10) percent of the gross proceeds of a transaction concerning the cancellation of lease(s) for a leasehold to enable such leasehold to be leased to new leaseholder(s) approved for Assembly membership by the Board of Trustees shall be paid to the Assembly and shall be paid from proceeds deposited with the Assembly pursuant to the provisions of section T-8.

T-10

A new ninety-nine (99) year lease for the leasehold shall be issued by the Assembly upon closing of an agreement to the new leaseholder(s) approved by the Board of Trustees for membership. The lease shall be issued in duplicate originals executed by the President and Secretary of the Assembly for and on behalf of the Assembly as lesser and by the new leaseholder(s) approved by the Board of Trustees for membership as lessee(s). One duplicate original of the executed lease shall be delivered to the lessee(s), and one duplicate original of the executed lease shall be retained by the Assembly with a plat of survey of the leasehold in fireproof cabinets in the Assembly office or Archives.

T-11

The procedures set forth in section T-1 (1), (2), and (3), section T-2, and section T-3 shall apply to any transfer of a leasehold by gift or inheritance or any transfer to a trustee as provided in Article XII Section 4 of the Bylaws. Any transferee (or beneficiary of a trust) must be approved for membership in the Assembly prior to any effective transfer of the lease.

In the event the original extant lease cannot be provided by the leaseholder or in the event discrepancies in the legal description for the leasehold are discovered, then a new lease for the unexpired term of the lease being transferred shall be issued by the Assembly to the transferee(s) approved by the Board of Trustees for membership. Duplicate originals of the lease shall be issued, executed by the President and Secretary of the Assembly for and on behalf of the Assembly as lesser and by the transferee(s) approved by the Board of Trustees for membership as lessee(s). One duplicate original of the executed lease shall be delivered to the lessee(s), and one duplicate original of the executed lease shall be retained by the Assembly with a plat of survey of the leasehold in fireproof cabinets in the Assembly office or Archives.

T-12

Any transfer of a leasehold from a member to that member as a trustee even if the trustee is already an Assembly member or to any other trustee must be approved by the Board of Trustees as provided in Article XII, Section 4 of the Bylaws. Any trustee must provide to the Board of Trustees evidence of a provision in the trust agreement or an amendment to the trust or a separate agreement stating that the trustee and any successor or substitute trustee is liable for all fees and assessments as provided in Article III, Section 2 of the Bylaws. The transfer of a leasehold from an Assembly member to himself/herself serving as a trustee does not incur a leasehold fee.

AMENDMENTS

A-1

These regulations may be amended or repealed by an affirmative vote of two-thirds (⅔) of the members of the Board of Trustees present at a meeting at which there is a quorum; however, in no event may these regulations be amended or repealed by fewer than ten (10) affirmative votes of the members of the Board of Trustees.

A-2

Any proposed amendment shall be in writing, shall refer to the particular section being amended or shall establish a new section, and shall be presented by motion and debated at any meeting of the Board of Trustees but shall not be voted on until the next succeeding meeting of the Board of Trustees.

¹ Addition approved 7-25-08

² Approved 10-15-16

³ Sentence approved 10-21-06.

⁴ Addition recommended by Youth Committee and approved 4-19-08.

⁵ Addition recommended by Youth Committee and approved 4-19-08.

⁶ Paragraph approved 9-27-08.

⁷ Paragraph approved 9-27-08.

⁸ Paragraph approved 11-15-08.

⁹ Paragraph approved 11-15-08.

¹⁰ Motion approved 7-12-08.

¹² Addition proposed by Membership Committee and approved 7-12-08.

¹³ Changes proposed by Architectural Review Committee and approved 4-16-2011

¹⁴ Change proposed by Architectural Review Committee and approved 6-11-11.

¹⁵ Change rescinded MSSA BOT 7-9-11.

¹⁶ Amended 2-16-19