

# PARADISE PARK MASONIC CLUB

## RULES AND PROCEDURES

Revision as of July, 2024

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In this document, Paradise Park Masonic Club is also referred to as PPMC, the Park or the Club. (6/09)

**1. Use of Allotment**

**1.01 General Usage-** A Member, Associate Member or Alternate Associate Member may use a member's allotment in accordance with the Bylaws and Rules and Procedures of Paradise Park Masonic Club (hereafter PPMC). A Member, Associate Member or Alternate Associate Member is hereafter referred to as a Collective Member when no differentiation is being made.

**1.02 Family Members' Rights-** A Member's family shall be entitled to all the privileges of PPMC, except voting. A Member's family shall be defined as his or her immediate family, which includes spouse, children, parents, grandparents, grandchildren, siblings, and domestic partner. No person under 18 shall be permitted to occupy the premises of the Member without adult supervision on an ongoing basis. Family Members making Paradise Park their primary residence for more than one year, when the Member lives elsewhere, must have a Masonic affiliation. (07/21)

**1.03 Visitor(s)-** A Visitor is someone who stays with a Collective Member for any period of time. A Collective Member shall be entitled to as many visitors at one time as may be conveniently accommodated on his or her allotment. (6/09)

**1.04 Guest(s)-** A Guest is anyone occupying an allotment, other than the member of a Collective Member's immediate family, when the Collective Member is not present. (6/09)

**1.05 Guest Privileges -** Prior to the arrival of any guests, the Member is responsible to report the arrival of their guests to the Park Office, indicating the duration of stay, names of guests, and contact information. The Member shall provide the guests with a copy of the PPMC RULES AND PROCEDURES – QUICK REFERENCE PAGE. Guests must display a parking permit, provided by the Member, while in the Park. Guest Privileges shall be limited to no more than 30 days, without Board approval. (7/18)

**1.06 Renting-** No allotment may be rented at any time.

**1.07 Businesses-**A Collective Member may operate a business on his or her allotment but may not advertise the business within PPMC except as permitted in the Park Office. No business may be conducted which interferes with the quiet enjoyment of other Collective Members of PPMC.

**1.08 Responsibility-**The Member is responsible for the behavior of his or her family, visitors, guests and workers. (6/09)

**1.09 Video Cameras-**The use of video cameras on any improvement should be used for safety and security purposes only. Cameras should record the Members' allotment only and must not intentionally video record adjoining allotments or common areas. Audio recording is prohibited. (7/18)

## **2. Vehicles**

**2.01 General Usage-** The only vehicles propelled by internal combustion engines allowed to be driven on the roads in Paradise Park Masonic Club are licensed four (4) or more wheeled passenger cars, vans, trucks and motor homes. Right of Way: Pedestrians have the right of way in Paradise Park Masonic Club. Please yield. Courtesy: Please be courteous and careful so we may have safer streets for everyone. All vehicles and operators shall comply with the California Vehicle Code. The maximum speed limit for all vehicles on PPMC property is 15 mph. However, reduced speed limits are posted on the Covered Bridge and around the children's play areas. (2/13)

**2.02 Parking-**Park vehicles on your own allotment. Do not park on common property for more than 24 hours without Manager's written permission to do so or on another Member's allotment without permission of that Member. (6/09)

**2.03 Car tents-** The set up of covered structures for vehicles, either temporary or permanent, must be approved by the Board of Directors. Some of the criteria the Board will consider as to whether approval will be granted include color, placement and attractiveness in the neighborhood.

**2.05 Bicycles-** All requirements of the California Vehicle code concerning bicycles will be followed in the Park. Please take notice: Bicycles are prohibited on Keystone Way beginning at the Office up to the Social Hall and down to the bottom of the hill where Washington Pathway begins. No bicycles are allowed in the shuffleboard area, on the bocce court or on either tennis court. Bicycles must operate within the speed limit of the Park which is never over 15 miles per hour. (6/09)

**2.06 Storage of Vehicles-** Storage of RV's/Campers/Boats/Trailers or unlicensed vehicles is not permitted unless garaged. Loading, unloading and maintenance is allowed within a 24-hour period without Office approval. Extended parking privileges for up to 72 hours is allowed in the parking area adjacent to the Firehouse. A permit must be obtained from the Office, approved by the Manager, and displayed in plain view on the vehicle. Three quarter ton or smaller trucks with campers or van conversions used for primary transportation are not considered RV's. (6/09)

**2.07 Motorcycles** - Riding a motorcycle powered by an internal combustion engine on PPMC property is not allowed. Motorcycles include scooters, mopeds, and other forms of motor driven cycles. Limited Use Exception - Provided the exhaust system is factory stock issue or emits no more noise than a factory stock system, a Collective Member may ride his/her street legal motorcycle to and from his/her allotment and the exit point. Motorcycles being used for this limited purpose must be registered with the PPMC office and have the numbered revocable sticker issued by the office affixed to a tab and easily visible from the rear of the motorcycle. A motorcycle is defined as per California State Law for freeway legal machines. Scooters, mopeds and other forms of motor-driven cycles or others are not included in this limited use exception. Electric motorcycles must also be registered. All motorcycles and operators must comply with the California Vehicle Code. (06/14)

**2.08 Golf Carts** - The PPMC Member is responsible to assure that any golf cart associated with the Member's allotment is operated in a safe and responsible manner. All golf carts must be equipped with headlights that must be on when driving (a) through the covered bridge, (b) on the one-way portion of the Entrance Road and/or (c) at night as defined by California Vehicle code. All golf carts must have an audible horn. Golf carts shall not exceed the posted speed limits. Only licensed drivers may operate a golf cart. Only electric powered golf carts are allowed. Golf carts are not allowed on Washington pathway. The allotment number must be posted on the front and rear of all golf carts in reflective letters that are clearly readable. All golf carts must be covered by liability insurance. All passengers on the golf cart must be seated. Standing on the back is not allowed. Golf carts are not allowed to tow skateboards or bicycles with ropes or by holding onto the vehicle. (6/13)

**2.09 PPMC Security and Vehicle Identification** - It has been determined that the ability to easily identify the vehicles that belong in Paradise Park is an important part of PPMC's Security Program. To that end Paradise Park will provide the following for vehicles of Collective Members, Family Members and Guests: an attractive representational decal that can be permanently or temporarily placed so that it can

easily be seen from outside the vehicle. Decals will be provided to the Member. It is the Member's responsibility to assure that the vehicles associated with the allotment have this identifier visible whenever they are in Paradise Park. The Member shall provide the office with the following information for each vehicle associated with the allotment: Name of Member/Allotment Number, License Plate Number of the Vehicle and General Description of the Vehicle. This information shall remain confidential and shall not be available to Collective Members, Family Members, Guests and the general public. In order to identify the vehicles of contractors and tradespeople, the Member shall notify the office whenever large deliveries or work is expected to take place on an allotment. (6/13)

**2.10 Skateboards and Scooters** - Skateboards and scooters are prohibited on Keystone Way beginning from the Office, past the Social Hall and down to the bottom of the hill where Washington Pathway begins. They are also prohibited on the tennis courts, bocce ball courts, and on the shuffleboard courts and are not allowed to be operated after dark. (6/09)

### **3. Sale of Improvements**

**3.01 General Information-** Should a Member wish to sell his or her allotment improvements, he or she must fill out a "Member Intent to Sell" form that is available at the Park Office. Completed forms will be maintained in the Park Office and made available for viewing. Seller information on these intended sales will be published in the PPMC Bulletin. A transfer of improvement ownership will not be approved until a full staking and review of compliance with existing Park regulations has occurred.

**3.02 Escrow Officer-** Members are encouraged to utilize the services of a knowledgeable Escrow Officer for their personal protection. PPMC assumes no liability or responsibility in the sale or transfer of allotment improvements.

**3.03 Contracts-** All contracts for sale of allotment improvements must be submitted to the Board of Directors for review and approval prior to the consummation of any sale. This is to ensure that there are no inappropriate covenants or conditions in the contract that may be detrimental to the interests of the Park. All sales contracts must include a final date of transfer. The Board of Directors must verify the Masonic affiliation of the buyer and acceptance for membership in PPMC prior to the completion of all sales transactions. (6/09)

**3.04 Membership Information-** Selling Members shall inform prospective buyers as to the complete membership application and approval process required by PPMC before formally entering into sales negotiations. Potential buyers may obtain membership information, procedure and application forms at the Park Office. A Financial Obligations for Membership Sales form must be completed and filed with the office prior to any transfer of funds and Membership. (6/13)

**3.05 Allotment Staking-** A PPMC allotment staking has no expiration date. (12/23) (7/24)

### **4. Remodeling and New Construction**

**4.01** - Obtain procedures prior to any remodel or construction at the Park Office. Before beginning any construction project, check with the Manager regarding the need for permits or approval. (6/09)

**4.02 – Allotment Staking** – A verification of staking will be required for a new building or alteration of structure prior to submitting plans to the PPMC Board of Directors and the County of Santa Cruz. (7/10)

### **5. Trees/Brush**

**5.01** – No tree is to be cut or trimmed without approval. See Addendum B for complete Tree Trimming or Removal Rules. (6/09)

### **6. Fences on Allotments**

**6.01** The Board of Directors must approve the construction of any new fence, latticework, privacy screen or barricade. Any Member who wishes to construct such a fence must submit proposed plans or drawings to the Board as to the specific details of the proposed action.

### **7. Pets**

**7.01** The only pets allowed on PPMC property or an allotment are domestic pets. All pets shall be on a leash and under control when not on the Member's allotment. Members and guests are responsible for cleaning up after their pets. Dog owners shall take steps to ensure that their dogs are not noisy. There is a County ordinance limiting the number of domestic pets allowed. No pets are allowed on the beaches, the picnic grounds, or at Park functions where food is being served. (6/09)

**7.01A** In the event that any domestic animal is involved in the unprovoked biting of another domestic animal or person, the owner of that animal shall make an immediate report to PPMC and a report with Santa Cruz County Animal Control. The report will include the circumstances that led up to the biting and all immunization records for the animal involved. This report shall be made as soon as possible after the event in order to prevent the unnecessary need for medical treatments.

Once an animal has a report on file for the unprovoked biting of another animal or person, that animal shall not leave the owners improvement without a muzzle.

This report shall be kept in the members file as long as that animal resides in or visits Paradise Park. Failure to comply can result in fines and possible removal of the animal from Paradise Park. (04/21)

**7.02** The dog park committee will create a place beyond the picnic grounds, to let our four-legged friends run around, roam off leash and play together in a secure area. The allotments to either side of the proposed dog park have space that will be left open between the allotment and the dog park. It is an ongoing project, and if it proves to be a problem, the BOD can direct the fence be removed and the area will be reclaimed by native vegetation.

As proposed, it will be set back from the road approximately 15' and native vegetation will be allowed to flourish between the road and the fence, creating a view shed from the picnic grounds. There will be a double gate to prevent an animal from running into the road. If there is an event in the picnic grounds, a sign may be posted on the gate, temporarily closing the dog park for the duration of the event. Hours are set from 8:00am to sunset. Pets in the park must be attended at all times by a human and maintaining the park will be the responsibility of the pet owners who are using the park, and the Dog Park Committee which is chosen by the BOD. (07/17)

## **8. Garbage/Debris/Yard Waste**

*8.01 Garbage will be picked up in accordance with vendor calendar. (11/10)*

**8.02** Garbage will be placed in accordance with vendor policies. (11/10)

**8.03** Debris may be picked up at owner's expense by contacting vendor, (11/10)

**8.04** Yard waste must be clean and free of any contaminates such as metal, plastic, paper, glass, construction debris, large stumps, root balls, large logs, dirt, and rock. These excluded items will be treated as debris.

## **9. Common Areas**

**9.01 Keys & Gate Code-** Rear Gate code, Gate remote control and Keys to the recreational areas (King Solomon Path, Sec. 4 Tennis Court) are available at the park office. Keys and Gate remote controls can be purchased at the Park Office. The rear Gate code is changed periodically. Notification of the intended change will be in the Park Bulletin. The new Code can be obtained at the office.

**9.02 Social Hall and Picnic Grounds\*** - Paradise Park Masonic Club encourages all Collective Members and their guests to use the recreational facilities available. The Social Hall and the Picnic Grounds are available for use by all Members for social events. Arrangements for reserving these facilities can be made through the Park Office\*. Alcohol may be served and consumed at the Social Hall and Picnic Grounds with the prior written permission of the Manager. Park potlucks, wienie roasts and section parties do not require a permit. Applications and a fee schedule are available from the Park Office. The Member is responsible for the behavior of all guests.

\*Guests must be invited by name. No general invitations are permitted, except in Masonic-affiliated organizations. For complete instructions, see Addendum C. (6/09)

**9.03 Activity Areas\***- The Tennis Courts, Shuffleboard Courts, Horseshoe Pits, Golf Driving Net and Bocce Ball courts are generally available on a first come, first served basis. Tennis shoes must be worn when using the Tennis Courts. A tennis shoe has a non-waffle, non-marking, and rubber sole with no heel. (6/09)

## **10. PPMC Spokesperson**

**10.01 Spokesperson-** Only the President of the Board, or his or her designee, has the authority to be a spokesperson for PPMC.

## **11. Publicity/Advertising**

**11.01-** No commercial advertising is allowed in Paradise Park.

## **12. Fishing**

**12.01 Fishing-** Visitors for the purpose of fishing (hereafter referred to as “fishermen”) must obtain a parking pass from the Park Office. Fishermen must be sponsored by a Member and must park on the allotment of their sponsor or at a designated area approved by the Park Manager. Fishermen may not light fires nor cause damage to Park Property. Fishermen may not bring unsponsored persons with them into the Park without prior approval. Fishermen must not come into the Park before 6:00 am, and they shall not bring dogs into the Park. It is the Member’s responsibility to ensure that their visitors comply with these rules. Guests must be invited by name. No general invitations are permitted, except in Masonic-affiliated organizations.

## **13. Office**

**13.01 Office Hours-** The Office is generally open Monday through Saturday, and the hours are posted on the Office door. (6/09)

## **14. Emergencies**

**14.01 Fire Protection -** Every Member shall have at least one functioning smoke detector in every bedroom, a minimum of one fire extinguisher, and a connected exterior water hose(s) capable of reaching all areas of their improvement. All fireplace chimneys shall have a spark arresting screen. No open fires are allowed. (6/09)

**14.02 Emergencies\*-** If it is believed that an emergency exists or a crime is in progress, immediately call 911. If the occurrence is during the Park Office hours, after calling 911, call the Park Office and tell the Office what has happened. (6/09)

**14.03 Emergency Response team-** PPMC has established emergency response teams, which consist of Fire Suppression, Medical and Traffic Control.

**14.03 a.** Team leaders must be a collective member.

**14.03 b.** All volunteers of the team may be Members, Associate Members, Alternate Associate Members, or any immediate adult family members (as defined in R&P Family Member Rights 1.02)

**14.04 Fire Response-** No Member of Paradise Park Emergency Response Team shall enter a Burning structure.

## **15. Permits**

**15.01 Permits-** All permits issued by the Board of Directors or the Manager are effective for 12 (12) months. (7/18)

## **16. Fines**

**16.01 Fines-** Any Member, guest or visitor who violates or causes to be violated any provision of these Rules will cause the Member to be subject to a fine not to exceed \$5,000 per violation.

## **17. Noise**

**17.01 Noise-** Members are encouraged to conduct themselves in ways that show respect for their neighbors.

a. No construction activity of any type shall take place on a member’s allotment between the hours of 10 p.m. and 7 a.m. weekdays or between 10 p.m. and 9 a.m. on weekends.

b. No one shall make or permit to be made any unnecessary, excessive, or offensive noise, including vocal or instrumental music and related sounds, which disturbs the peace or quiet of any reasonable person of normal sensitivity residing in the area.

c. The County Code 8.30.10 does impose a 10 p.m. curfew on offensive noise.

## **18. Census.**

**18.01-** A census will be taken every five years to establish usage of each allotment. (6/09)

## **19. Water Usage**

**19.1 Water Usage-** Water use must be limited to household use. No washing of streets, houses, driveways or patios is allowed without prior written permission of the Manager. Garden watering is limited to hand-held hoses or sprinklers with timers. No flood irrigation is allowed. Hoses used for vehicle washing must have a 100% shut-off nozzle. All are encouraged to conserve water. (6/09)

## **20. Alcohol**

**20.1 Alcohol** - Alcohol may be served and/or consumed on a Member's Allotment per the guidelines of the Member and California State Law. Alcohol is prohibited in all areas, including beaches unless approved by Management. Functions in a Park common area will not be granted permission to serve alcohol, if the function is primarily for non-adults. No alcohol may be sold in PPMC without the appropriate ABC License. (718)

## **21. Smoking**

**21.01-** Smoking is NOT allowed, including but not limited to marijuana use and or consumption, tobacco smoking, or vaping. In any common areas, including the beaches (7/20/18)

## **22. Reserve Plan**

Reserve Plan - In accordance with PPMC Bylaw XIII, Sections 1-3, this Procedure defines the function and operation of the Reserve Plan.

22.01 All spending of Reserve Funds must be in accordance with the parameters laid out in the Reserve Study. The PPMC Board of Directors maintains all responsibility for the spending of Reserve Funds.

22.02 In the event of a Board-declared emergency, Reserve Fund monies may be borrowed and shall be repaid within one calendar year from the date of borrowing. The Membership shall be informed of the use of funds at the next stated meeting of the Board of Directors and in the next monthly bulletin. The initial recourse for repayment will be by a Reserve Plan Special Assessment of the Membership. If the vote for the Assessment fails, the Board of Directors will be forced to seek funds from lending institutions.07/19. including the beaches. (7/18)

**23. FUNDRAISING** - All fundraising for PPMC must be approved by the Board of Directors prior to the fundraiser.

23.01 Fundraising Form – Obtain the Fundraiser Form at the Office. Complete the top portion of the form and submit it to the Board of Directors for approval.

23.02 Advertising – All advertising must state purpose of fundraiser. Signage stating purpose of the fundraiser shall be posted at the event.

23.03 Fundraising Monies – Income and expenses shall be tracked using the Fundraiser Form. All cash and checks raised, and receipts for expenses shall be submitted to the Office with the completed form within one week of the event. Any expenses shall be reimbursed to the event coordinator no later than 14 days of receipt of the Fundraising Form and supporting documentation. After the completion of the proposed project, with input provided by fundraising group/committee, any excess funds raised shall only be spent for other Board approved PPMC recreational purposes. **No monies received from the fundraiser shall be deposited into any personal accounts. 07/19**

## *ADDENDUM*

### **Addendum B- Complete Rules for Tree Trimming and Removal Section 1. Purpose**

The purpose of these rules is to encourage Members to promote safety and minimize the potential for personal injury and property damage from trees on their allotments, and to help responsibly manage the forest. These rules set forth the permit process for the trimming and removal of trees. It also discusses trimming of trees, shrubs, brush, and other vegetation that do not need permits. (6/09)

## **Section 2. Scope of Rules**

No member or their representative shall remove any tree on his/her allotment without prior written approval from the Club. Shrubs, brush, suckers, and other vegetation may be removed without permission. Members are required to maintain their allotments and eliminate any safety and fire hazards, and minimize threats to personal injury and property damage due to trees, shrubs, brush and other vegetation. Particular attention should be given to fire hazards such as bay trees, injury and damage hazards due to dead or decaying trees and branches, exposed tree roots, etc. as discussed in Section 7. Trimming of trees for fire prevention may be accomplished after review of the Park Manager, or appointed representative of the Board of Directors for safety and traffic control plans. If a request is disapproved by the Park Manager, the Member may appeal to the Board of Directors via the Tree Committee. Members are also encouraged to enhance the natural beauty of their allotments for all to enjoy in Paradise Park. (6/09)

## **Section 3. Definitions**

“Rules” means these Paradise Park Masonic Club Tree Trimming and Removal Rules. “Club” or “Park” or “Paradise Park” means the Paradise Park Masonic Club, Inc. a California Corporation. “Committee” means the tree Committee, appointed by the Board of Directors of Paradise Park Masonic Club, to make recommendations to the Board of Directors concerning tree trimming and removal under these rules.

“Tree” means any redwood tree with a circumference of more than twenty-five (25) inches (diameter of eight ((8)) inches) measured one foot above ground level, or any other tree trunk with a circumference of more than thirty-seven (37) inches (diameter of twelve ((12)) inches) measured one foot above ground level. Trimming of trees for fire prevention is defined as trimming of branches up to 30’ or 1/3 the height of the tree, whichever is less. “Member” means a person holding a Membership Certificate issued by Paradise Park Masonic Club, “Forester” means a registered forester. “Stumping” means the complete removal of the stump to eighteen (18) inches below ground. No poison, herbicide, or similar substance shall be used without Board approval. (07/16)

## **Section 4. Ownership of Trees**

The Club owns all trees growing on the real property owned by Paradise Park Masonic Club, Inc., whether such trees grow on Member’s allotments or elsewhere, including common areas of the Club. Members are responsible for maintaining trees on their allotments, and the Club is responsible for maintaining trees elsewhere, including the common areas.

## **Section 5. Financial Responsibility**

The cost of trimming or removal of trees on a Member’s allotment shall be borne by the Member. The cost of trimming or removal of trees elsewhere and on the common areas of the Club, shall be borne by the Club. In the unusual case where the Club requires trimming or removal of trees on a Member’s allotment, the Member may request the costs be shared.

## **Section 6. Member Requests**

Members wishing to trim a tree for reasons other than as defined for fire prevention, or remove a tree on their allotment, must complete the application form and submit it to the Club for approval. Members must state, either on the form, or an attachment to the form, the reasons for the request. A separate application must be submitted for each tree. The Tree Committee shall review applications within 45 days and make recommendations to the Board. The Board will approve or disapprove the request.

The Committee may recommend to the Board that further evaluation be taken. If approved by the Board, the Manager shall arrange for a Forester, at Club expense, to examine the tree and report his/her findings and recommendations to the Committee. The Committee shall then give its recommendations to the Board, and the Board will approve or disapprove the Member’s request. Members wishing to trim a tree for fire prevention must present a request to the Park Office for review by the Manager. The Park Manager, or a representative appointed by the Park Board of Directors, will review the request and respond within 30 days of the request. Requests denied by the Manager for safety or scheduling concerns may be corrected and resubmitted. Members may appeal the decision of the Manager through the Tree Committee to the Park Board of Directors. Such appeals must be made on the proper application form and will follow the same procedures and time frame as requests for tree removal or other tree trimming. (6/09)



### **Section 7. Guidelines for Trees**

Some guidelines for tree trimming, skirting, or removal on an allotment are listed below. There may be other valid reasons that could be considered if requested by the Member.

The following will be considered valid reasons:

- Satisfy Fire Regulations that require all tree limbs be trimmed back to no less than ten (10) feet from any chimney.

- Satisfy safety and insurance guidelines that suggest all dead or dying tree limbs be trimmed back no less than ten (10) feet from any structure.

- Tree trimming for fire prevention.

- Sucker removal shall not include the use of chemical treatments (7/16)

The following may be considered valid reasons: A Member believes that:

- A tree is a safety hazard

- A tree limb may cause personal injury or property damage

- A tree may cause property damage (stumping required)

The following may not automatically be considered a valid reason:

- New construction or remodeling. All newly built structures (having a different footprint) must maintain a minimum of (10) feet of clearance from trees unless the Board grants a variance from this setback (stumping required).

The following may not be considered justification:

- A desire to reduce tree litter

- A desire for more light

- A desire for an unobstructed view (7/16)

### **Section 8. Contractors**

A licensed and insured contractor must do all tree trimming and removal. Some approved contractors are listed at the Club office. Contractors may only perform work in Paradise Park after they deposit at the Club's office, a copy of their current valid California contractor's license and certificate of insurance naming Paradise Park Masonic Club, Inc. as an additional insured under the contractor's insurance policy. The Member must ensure these requirements are met before work begins.

Instead of a licensed and insured contractor, a Member or his/her representative may perform tree trimming and removal if the Member obtains separate approval from the Manager. If given approval, the Member will sign a liability release and will defend and indemnify the Club for any claims arising from his/her tree trimming or removal.

### **Section 9. Safety Hazards**

Members having concerns about any trees are encouraged to conduct their own inspections or inspections through an appropriately licensed professional at the Member's expense. They should submit such information to the committee for consideration.

A Member who believes that a tree is a safety hazard, that it may damage property, or that it is a personal injury threat, must immediately notify the Park in writing. In the case the Member believes there is imminent danger, the Manager and the Board will decide appropriate action.

### **Section 10. Expiration of Permits**

Permits issued by the Board of Directors will normally not contain expiration dates, but all permits may, at any time, be revoked by the Board of Directors for cause. (6/09)

### **Section 11. San Lorenzo River Riparian Corridor**

County of Santa Cruz approval is required for the removal of vegetation within fifty (50) feet of the average high-water mark on the San Lorenzo River. Members wanting to trim or remove vegetation on their allotment in the riparian corridor must secure county approval if needed. The Member shall defend, indemnify, and hold harmless from and against any fines, penalties, violations, or claims arising out of a Member's failure to obtain the necessary governmental permit or approval.

### **Section 12. Violations**

A Member or his representative who violates any provision of these rules is subject to sanctions described in the Bylaws of the Park.

### **Section 13. Inspection of Trees**

At least once a year, the Park may hire a Forester to inspect redwood trees and other trees in the park, to make recommendations regarding trimming and removal.

The Forester shall be guided primarily by the need to maximize safety and minimize threats to personal injury and property damage; also to manage the redwood forest and maintain its health. Since Foresters assume no liability for their recommendations, their recommendations will be viewed as purely advisory and are nonbinding to the Club and its Members. The Club and its Members assume no liability for the findings or omissions resulting from any Forester's inspection of trees and have no liability for failure to carry out or complete any recommended work.

Based on these recommendations, the committee shall compile two lists of trees, prioritizing trees on each list in order of importance. The (first) Common Area Tree List shall include those trees in the common areas of the Club. The (second) Member Tree List shall include those trees on Member allotments. The committee will forward these two tree lists to the Board.

**Section 14. Trees on Common Area Tree List**

The Board will determine whatever work will be done on the trees listed in the Common Area Tree List. This work is subject to the availability of funds appropriated for this purpose and other Board considerations. The Park shall have no liability to any Member or other person for failure to carry out or complete the forester's recommended work.

**Section 15. Trees on Member Tree List**

The Club will identify the allotments having trees on the Member Tree List. The Club shall provide the Members of those allotments with a copy of the Forester's recommendations. Each Member will determine whatever work will be done on these trees on his/her allotment. The Member shall have no liability to the Park, to any Member, or to any other person for failure to carry out or complete the Forester's recommended work.

**End of ADDENDUM B -- Tree Rules (6/09)**\*\*\*\*\*

**ADDENDUM C – PRIVATE USE OF THE SOCIAL HALLS AND/OR PICNIC GROUNDS**

1. As stated in the Rules and Procedures, the Social Halls and Picnic Grounds are available to our Members for their private use, subject to certain conditions and a signed Agreement with the Park Office.
2. For the benefit of all Members, the Member making the reservation must be present during the entire time of the function and is responsible for the conduct of all his/her guests and for any damages resulting from the use of the facilities.
3. Paradise Park Members are proud of their Social Halls and Picnic Grounds; therefore, these facilities must be left neat, clean and with the same placement of tables and chairs as was found prior to any private function. Cleanup must include mopping of floors, wiping down of counters, and a thorough cleaning of all appliances (stove, grill, refrigerators and ovens.) Users shall obtain a pamphlet with cleaning instructions available at the Park office.
4. Absolutely no alcoholic beverages may be served without the prior permission of the Board of Directors through the Park Manager.
5. Parties must be confined to the Social Halls or Picnic Grounds with no access to other areas without Board approval through the Park Manager.
6. Minors attending must be under the supervision of an adult at all times.
7. All trash must be placed in trash bags and left in the secured containers adjacent to the kitchen areas.
8. Members making reservations must assure that all their guests park in the in the guest parking areas. Parking is very limited and street parking is in violation of California State Fire Codes. The number of guests and the limited parking should be considered when reserving either facility. No parking on park streets is permitted at any time without prior Board approval through the Park Manager.
9. Solicitations of funds is permitted at, or in connection with, functions held in these facilities with the approval of the Park Manager.
10. Reservations may be made only for the dates and times that do not conflict with Park activities.
11. Closing time for the entire facility is 10:00 p.m. unless with special dispensation of the Board. Guests must have left and all cleanup been completed by this time.
12. Those who use the Social Halls or Picnic Grounds and violate this facility will have used their only chance to enjoy the privilege of private use of the facility.

## End of ADDENDUM C – Private use of the Social Halls and/or Picnic Grounds

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### ADDENDUM D – RULES FOR THE ANNUAL MEETING

1. If a Member has a question or something to contribute, form a line for an opportunity to approach the microphone.
2. Each speaker will be limited to two (2) minutes per time at the microphone. The President of the Board will have a clock and will indicate when 1 minute, 50 seconds has passed by ringing a bell so that you may end your question of comment. She/He will then indicate when your time is up by saying “stop.”  
We know that what you have to say is important, but what others have to say is also important and we want to hear from everyone. If you have a question that is unanswered, you may want to ask it at the beginning of your two minutes in order to be sure your question is completed in the allotted time. Anyone who continues after being asked to “stop” will be banned from future opportunities at the microphone this evening.
3. Prior to speaking, please identify yourself by stating your name and Park address. The clock will start after you have done this.
4. After speaking, you may get back in line to speak again.
5. After a question is asked, the President will repeat it and a response will be given.

All those in attendance shall refrain from side conversations so that others around you can hear the matters being discussed.

**End of ADDENDUM D – Rules for the Annual Meeting (6/09) \*\*\*\*\***

### ADDENDUM E - MANDATORY MEDIATION PRIOR TO A LAWSUIT

#### Section 1: Purpose

The purpose of Mandatory Mediation is to establish a process that attempts to solve disputes, prior to a lawsuit being filed. This process is intended for disputes between PPMC and a Collective Member. Member to Member mediation will continue to be voluntary.

#### Section 2: Meet and Confer

The first step in the effort to resolve a dispute is a face-to-face meeting called the meet and confer. Either the Board or a Member may request a meet and confer; the request must be in writing. Neither side may have an attorney present during the meet and confer. In order to allow each party to feel comfortable in speaking candidly, any statements made by either side are confidential and cannot be admitted in a court of law should the matter not be resolved, and litigation follows. The meet and confer shall be at a mutually convenient time and place, within 45 days of the initial request. This deadline may be extended by mutual consent.

The Board will designate no more than two (2) Directors who are empowered to speak for the Board and will have parameters set by the whole board in advance. If the negotiation needs to recess for further concurrence by the entire Board, that recess must not be more than four days. This will allow sufficient time to call a Special Board Meeting to get full Board concurrence. Should any agreement be reached, the participating Directors will have twenty-four (24) hours to present the agreement to the full Board of Directors for its ratification. The agreement must be memorialized in writing and signed by both parties. Everyone in the process must keep the agreement confidential unless mutual agreement otherwise.

#### Section 3 Formal Mandatory Mediation

In the event that the meet and confer does not resolve the dispute, the two parties will enter into a formal mediation. By mutual agreement, that mediation could utilize the PPMC Mediation service or an outside mediation service. Any cost of the mediation will be shared equally by PPMC and the Member. Either side may have an attorney present during the mediation but only after ten (10) day notice to the other party. Each party will pay for his/her own attorney. The rules of the mediation service will prevail. As in the meet and confer, those Directors empowered to speak for the Board will have parameters set by the whole Board in advance. If the negotiation needs to recess for further concurrence by the entire Board, that recess must not be more than four days. This will allow sufficient time to call a Special Board Meeting to get full Board concurrence. Should any agreement be reached, the participating Directors will have twenty-four (24) hours to present the agreement to the full Board of Directors for its ratification. The agreement must be memorialized in writing and signed by both parties. Everyone in the process must keep the agreement confidential unless mutual agreement otherwise.

**End of ADDENDUM E - Mandatory Mediation Prior to a Lawsuit (06/15) \*\*\*\*\***