

# **RULES & REGULATIONS**

## **ODD FELLOWS SIERRA RECREATION ASSOCIATION AND ODD FELLOWS SIERRA HOMEOWNERS' ASSOCIATION**

### **PHILOSOPHY**

In any community rules are necessary in order to create a safe environment and promote harmony between all residents. By following the rules and helping in the enforcement of them, all residents will contribute to making our mountain community a pleasant and enjoyable place. Members are responsible for understanding and following the rules as well as being responsible for the actions of family members, guests and renters.

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## RULES & REGULATIONS

### I. Recreation Area Rental and Rules - Picnic and Barbecue Grounds/Recreation Hall

#### A. Rental

1. Requests to be sent in writing to the Board of Directors sixty (60) days prior to event.
2. One hundred dollars (\$100.00) rental fee for use of picnic & barbecue grounds and recreation hall. Fifty (\$50.00) for picnic/barbecue grounds only.
3. Two hundred-fifty (\$250.00) deposit is required. Deposit refunded if Board President or representative determines that the area is clean, undamaged, and nothing missing.
4. The Board of Directors may change the fees. Members will be notified via monthly newsletter thirty (30) days prior to change.
5. Sponsored only by a member and *signed rental agreement completed prior to event*.
6. Sponsor must be present at all times.
7. Limited to seventy-five (75) people in either the Park or Recreation Hall.
8. Event must end no later than nine (9:00) P.M.
9. \$1,000,000 liability insurance required.

#### B. Activities Prohibited

1. Driving or parking any motor vehicle off of paved roads or outside designated parking places.
2. *No camping in tents or RV's of any kind on park property.*
3. Operation of any device (radio, generator, amplifiers, etc.) which emits sound at such a high level that it is deemed inappropriate by the Board President and or his representative.
4. The removal of any Park property
5. The use of any supplies belonging to the Park.
6. The use of any illegal substances.
7. Commercial or business use

### II. Licensed Motor Vehicles in Park

- A. All vehicles must be licensed for use and approved by the Dept. of Motor Vehicles for use on all roads, Highways, and freeways in the state. *In park speed limit is 20 MPH.*
- B. All State and County regulations governing motor vehicles apply on all Park property.
- C. Only licensed drivers may operate a motor vehicle within the park.
- D. Park off the roadways at all times – extra parking available in lot by lake.
- E. Illegally parked vehicles will be towed at owner's expense.
- F. No excessive noise – 80 decibels (EDBA) or greater.

### III. Unlicensed Motor Vehicles – (ATV's, Dirt Bikes, Snowmobiles, and Etc.)

- A. Use on any Park property is prohibited.
- B. Exception to "A":
  1. Dirt road to the water tank may be used to access the forest service road behind the water tank.
  2. Unlicensed vehicles must be transported to the cul de sac bordering the dirt road by a licensed vehicle and a licensed driver. (The cul de sac is off of the upper portion of Abraham.)
- C. Board of Directors may modify or change rules at any time.

### IV. Garbage Dumpster Rules & Fines

- A. Wet or household garbage only – no forest debris.
- B. Carpet, building material, chairs, mattresses, oversize objects, etc., are prohibited.
- C. Hazardous waste prohibited. *This includes household batteries, electronics and, etc. as cited by state law.*
- D. Contractors are prohibited from using the Park dumpster.
- E. Homeowner's will be billed for the dumping of any inappropriate items, whether dumped by themselves, guests, renters, or contractors in their employee. Fee for illegal dumping will be \$100 - \$500 on any occurrence.

### V. Lake Rules

- A. Fishing is limited to those fifteen (15) years of age or younger. (*Except if opened at the end of season to older persons with state fishing license.*)
- B. Activities **prohibited** :
  1. Nude swimming or sunbathing.
  2. Dogs or other animals in or around the lake pursuant to Tuolumne Health Dept..
  3. Motorized craft.
  4. Behavior that endangers or interferes with the safety of self or others.

**VI. Activities PROHIBITED in the Park**

- A. **Excessive noise** as determined by the Board President and/or his representative or Park caretaker.
- B. Violation of Park **quiet time** – 10:00 P.M. to 8:00 A.M.
- C. **Dogs** running wild or unleashed pursuant to Tuolumne County Code.
- D. **Loaded firearms** or discharging firearms.
- E. **Commercial activity**.
- F. **Dogs** constantly or excessively barking.
- G. **Wasting water**, as determined by the Board or Park caretaker.
- H. **Camping** *in tents or RV's of any kind on Park property.*

**VII. Wood Cutting**

- A. Prohibited in active timber harvest areas.
- B. Open only when announced by the Board of Directors *based on CDF rules and recommendations.*
- C. Down timber only – cutting of standing trees is prohibited.
- D. *Wood cut as allowed on park property is for use in the park only.*
- E. Property owners are responsible for trees on their own property such as dead or damaged ones. They must be removed as soon as possible to prevent fires *and possible property damage to surrounding neighbors.*

**VIII. Burn Area/Needle & Slash Disposal: CLOSED**

- A. The Board will determine on a year to year basis if help can be provided to dispose of needles and/or slash in a centralized location. If they do NOT provide help, then each homeowner is responsible for disposal.

**IX. Conditions & Restrictions of Individual Property Owners**

- A. Property owners must maintain property with fire prevention in mind.
  - 1. Debris and/or pine needles must be cleared one hundred (100) feet from residence or to the property line and in compliance with CDF regulations. (Properties are inspected yearly and violation notices sent by the CDF)
- B. Property cannot be used as a location for the collection of garbage, debris and/or junk.

**X. Conditions and Restrictions of Access Across Park Property**

- A. The following conditions and restrictions apply for access across Park property to private property for the building of a road, drive, or other forms of access requiring construction.
  - 1. Access must be from an improved (paved) road.
  - 2. The road, drive or access must remain within the property lines of the property being accessed.
  - 3. All County codes must be met.
  - 4. All permits required by the County must be obtained.
  - 5. Proper culverts must be installed. *A member who must access his/her property by traversing a bar ditch must provide a culvert of a size suitable for drainage. No culverts shall be installed without the approval of the Board of Directors. All such culverts are to be maintained by the property owners.*
  - 6. Removal of Park trees must be approved by the Board of Directors and only upon the submission of a County approved plan.
  - 7. The Board of Directors must approve all plans and work **before** commencement of any work.
  - 8. The person seeking approval for the access must be the owner or legal agent of the owner.
  - 9. All access through or across Park property is by permission of the Board of Directors before, during or after any improvement to private property under these conditions and restrictions. Owners of private property shall not acquire any prescriptive rights or easements over Park property, and the Park Board may deny permission to cross or occupy Park property at any time.
  - 10. The Board of Directors may demand proof of insurance applicable to the construction of the improvement(s) themselves as a condition precedent to permission to use or cross Park property.

**XI. Warnings and Fines**

- A. Steps involving violations
  - 1. First violation by a homeowner or guest will be a verbal warning and an explanation of the Park rule.
  - 2. A second violation of the same rule by a homeowner or guest will require the homeowner or guest's homeowner to address the Park's Board of Directors in regards to the rule violation.

3. A third violation of the same rule by a homeowner or guest will result in a fine imposed by the Park's Board of Directors based on the rule violation and any costs that the park might have incurred to enforce said rule. Payment is to be made within thirty (30) days after receiving a notice from the Park's Directors. *Unpaid fines may be added to assessments and subject to liens on the property, loss of use of Park facilities and/or water disconnection.*
4. Fines for dumping illegally in the garbage bin or vandalism/damage to park property are on the first occurrence.

## **XII. Water System Maintenance and Charge Policy**

- A. The Company's water system is the responsibility of the Company and any work associated with the system will be performed under the direction and supervision of the Company (Park) Board or manager.
- B. Should a breakage or malfunction occur and it is determined by the Company Board or caretaker that someone or company is responsible, the following charges will apply:
  1. Initial response: (\$100) One hundred dollars per hour with a (2) two hour minimum charge. (Includes use of backhoe if required) Time spent beyond the two hours will be charged at fifty (\$50) dollars per thirty (30) minute increments.
  2. If it is determined by the Company Board or caretaker that additional assistance is required, a charge of \$50.00 per hour with a two-hour minimum will apply for each additional person/employee responding. Time spent beyond the two-hour increment will be charge at \$25.00 per 30-minute increment.
  3. Costs that may be incurred by the necessity of having others respond to assist the Company repair water service will be billed at actual cost.
  4. Materials and service costs, i.e. related testing, values, pipes, etc., will be charged to those responsible for the breakage.
- C. This policy does not relieve those responsible for the system breakage or malfunction from any liability or consequence of their actions.
- D. Should excessive water consumption occur and it is determined by the Company Board or caretaker that someone or company is responsible due to negligence, including but not limited to broken plumbing and/or unsupervised open faucets and/or discharge, the following may apply:
  1. A fee of not less than \$50.00 but not more than \$250.00 may be applied for each incident.
  2. If it is determined by the Company Board or caretaker that the situation is due to uncontrolled or unsupervised flow, the property owner is subject to having the water shut off to the property.
  3. All incidents will be reviewed by the Company Board.

## **XIII. Assessments and Fees**

- A. The annual assessment is due the date it is approved by the Board (per the by-laws of the Corporation) or June 1<sup>st</sup> whichever date is the latter.
- B. Unpaid assessments become delinquent on the following August 1<sup>st</sup>.
- C. A fee of twenty-five (\$25.00) dollars per lot assessment will be billed monthly on any outstanding balances beginning September 1<sup>st</sup>. To avoid this fee the payment must be received before September 1<sup>st</sup> (not postmarked). The fee of \$25.00 will be added monthly on the first of each month until paid in full.
- D. Property owners whose accounts are delinquent are subject to having their water disconnected and prohibited from using all other services and common areas provided by the Corporation. If a water service is disconnected and the property owners bring their account current, a fifty (\$50) dollar reconnection fee will be levied and must be paid prior to service being reconnected.
- E. Delinquent accounts are subject to legal action, including recovering of attorney fees and costs incurred in collection or validated litigation.
- F. Sale of Property. Homeowner's selling their property are responsible for notifying the Board of the sale. Personally or through a Title Company provide a copy of the Grant Deed or Quit Claim Deed and pay the required Transfer fee of \$100.00. (The Transfer fee is generally paid by the buyer but that is to be determined between the seller & buyer). If a Title Company is not involved, it is the seller or buyers responsibility to provide the legal documents and Transfer fee to the Board, along with the responsible party's name and address to be billed for assessments. Any prorating of assessments due to a sale during the year is between the buyer(s) and seller(s). Two gate cards are to be given to the new owners, as they were free to each homeowner. Any exchange of additional cards or remotes is between the seller(s) and buyer(s). Additional cards are available at \$30.00 each and remotes at \$50.00 dollars each. These fees are subject to change by the Board.
- G. Failure to provide the legal documents, pay the Transfer fee and notify the Board could result in actions as in "D" and "E" above.

#### **XIV. Gate**

- A.** The homeowner is responsible for all those using Remotes, Cards, and Codes issued to that homeowner.
- B.** Remote Controls are available to park homeowners for \$50.00 each.
- C.** Gate Cards are available to park homeowners for \$30.00 each.
- D.** Gate Codes are \$25.00 each. Gate Codes are issued at the discretion of the park, and good for a maximum of 90 days, but may be renewed free of charge at the discretion of the park, by sending a request to the park's e-mail address or leaving a message on the park's phone. Gate Codes can be revoked at any time without notice at the discretion of the park.
- E.** To request a Remote Control, Gate Card, Gate Code, or change in your listing on the Call Box, send an e-mail to [sierrapark@sierrapark.org](mailto:sierrapark@sierrapark.org), or leave a message on the park phone (209) 586-3098. E-mail is the preferred method. Response time is approximately one week, plus delivery time.
- F.** Cards and remotes can be mailed to the homeowners mailing address on file for an additional \$3.00.
- G.** Gate Cards, Remotes, and Codes must be requested directly by the homeowner, and Gate Codes will be issued only to the homeowner.

Board of Directors  
Odd Fellows Sierra Recreation Association

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Amended April 15, 2006 & June 24, 2006 – Section I (Recreation Area Rental and Rules) amended.  
Amended August 22, 2006 – Section XIV (Gate) added, document reformatted.  
Amended September 24, 2006 – Park's e-mail address updated.  
Amended November 10, 2006 – Typographical errors corrected, explanation of recent amendments added.  
Amended November 25, 2006 – Section XIV (Gate) missing text replaced.  
Amended March 27, 2007 – Section XII.D (Water System Policy - Excessive water consumption) section added.