### ALZAFAR SHRINE CENTER 901 NORTH LOOP 1604, WEST SAN ANTOINIO, TEXAS 78232

### ALZAFAR SHRINE CENTER REGULATIONS PERTAINING TO CAMP ALZAFAR

# I. PREAMBLE

- 1. The government of Camp Alzafar, located at 221 Camp Alzafar Road, Boerne, Kendall County, Texas 78006, is entrusted to a Board of Trustees (hereinafter the "Trustees") who together comprise the legal owners of Camp Alzafar. The Board of Trustees consists of the individuals occupying the positions of Potentate, Chief Rabban, Assistant Rabban, High Priest and Prophet, and Oriental Guide of Alzafar Shrine Center. The individuals occupying the positions of Recorder and Treasurer of Alzafar Shrine Center assist the Trustees in their duties. The Potentate of Alzafar Shrine Center is the President of the Board of Trustees and presides at all meetings of the Trustees.
- 2. The Trustees hereby promulgate the following regulations governing the operation of Camp Alzafar (hereinafter: the "Camp") and the conduct of persons present thereon. The Trustees recognize that most individuals who utilize the Camp behave properly and abide by their Masonic Obligation and the great Masonic tenants of Brotherly Love, Relief, and Truth. The regulations are imposed, however, in recognition of the need to protect the interests of the Imperial Council, Ancient Arabic Order of the Nobles of the Mystic Shrine, Inc., Shriners Hospitals for Children, Inc., Alzafar Shrine Center, (hereinafter: the "Center") and to the extent consistent with those interests, to allow for the use and quiet enjoyment of Camp Alzafar as a recreational facility by all members of Alzafar Shrine Center.

# II. APPLICABILITY

- 1. The regulations promulgated herein apply to each person present on Camp Alzafar, whether said person is a Shriner, a family member of a Shriner, the guest of a Shriner, or present in any other capacity. A Shriner is personally responsible for the acts and omissions of every family member and guest present at the Camp under his sponsorship. All members of Alzafar Shrine Center have an equal right to the use of the common areas of the Camp in a manner consistent with these regulations.
- 2. Each regulation promulgated herein applies throughout the entire Camp, and unless a specific and particular exception is announced in a specific regulation, every provision of every regulation applies with equal force and effect to all areas of the Camp. No distinction is drawn between areas previously known as "improved" or "unimproved areas."

#### III. <u>CAMP GOVERNMENT</u>

- 1. The form of the Camp government shall be determined by the Trustees, and once constituted, may be altered or removed at the discretion of the Potentate, acting with the advice and consent of the Board of Trustees.
- 2. Effective with the promulgation of these regulations, Camp government shall consist of a Camp Manager appointed by the Potentate, acting with the advice and consent of the Trustees. Upon delegation of authority from the Trustees of Alzafar Shrine Center, the camp Manager shall be responsible for enforcing these Regulations. The Camp Manager shall report to the Recorder, who shall supervise the Camp Manager. An Assistant Camp Manager may also be appointed. If appointed, the Assistant Camp Manager shall report to the Camp Manager.

3. Said Camp Manager and Assistant Camp Manager, as representatives of the Potentate and Trustees, are responsible only to the Recorder, Potentate, and Trustees, The Camp Manager, and to the extent so delegated, the Assistant Camp Manager, have the authority to dispose of all operational issues related to the Camp. This authority includes, but is not limited to, resolving disputes between persons present at Camp and ordering the cessation of and/or documenting activities that are, in his view, violative of these regulations, Shrine Law, Masonic Law, or public law. The Camp Manager also has the authority to act to protect the safety of persons and property present at the Camp.

### IV. CAMP CARETAKER

- 1. The Potentate, acting with the advice and consent of the Trustees, may hire, supervise, and discharge a Camp Caretaker, or delegate such duties to the Recorder, Alzafar Shrine Center.
- 2. If a Camp Caretaker is hired, he will report only to and take instructions from the Camp Manager. If an Assistant Camp Manager has been appointed, and the Camp Manager is absent, the Camp Caretaker will report to and take instructions from the Assistant Camp Manager. In the absence of both managers, the Camp Caretaker shall refer questions and problems to the Recorder, Alzafar Shrine Center.
- 3. In the absence of the Camp Manager, Assistant Camp Manager, and Recorder, and in circumstances that require immediate action, all Trustees have the authority to issue directives to the Camp Caretaker.
- 4. No other person has the authority to issue directives to the Camp Caretaker, or in any way, to interfere with the performance of his duties. Any Shriner, family member, or guest who attempts to do so is in violation of these rules.

Should the Shriner in question also be a leaseholder, this conduct is a violation of the lease. Inasmuch as a Shriner is personally liable for the conduct of his family members and guests, such conduct by those parties is also a violation of the lease.

### V. **CAMP ALZAFAR ASSOCIATION**

- 1. The Potentate may, as with any other Alzafar Shrine Center unit or club, authorize the formation of a purely social unit to be known as the Camp Alzafar Association (hereafter the "Association"). The Association may be created only after the Trustees have approved its proposed bylaws and the Center attorney has also reviewed those bylaws. Said bylaws must contain provisions requiring good behavior as a condition of initial and continued membership. Although not empowered to act or otherwise interfere with Camp operations, the two senior officers of the Association will be the Camp Manager's principal advisors on issues related to the Camp.
- 2. The Association, in relation to scheduling events, the use of Camp common areas, and other Camp operational matters, must obtain the written approval of the Camp Manager prior to conducting any activity likely to impact on Camp operations.

#### VI LEASEHOLDS

1. If it is viewed as being in the best interests of the parties noted in the Preamble, certain members of Alzafar Shrine may be allowed to lease space at the Camp. In order to obtain and maintain a lease, said individual must be a member in good standing of Alzafar Shrine Center and be otherwise qualified, in the view of the Trustees, to hold said lease. Said space may only be used for recreational, not permanent residential, purposes. The rental of

- such space does not create any ownership interest in the real property located at Camp Alzafar.
- 2. No person will be allowed to enter into a lease of a site at the Camp until such person has proven ownership of the personal property located thereon. Said person must also provide a notarized document affirming that he has a permanent home, other than the proposed leasehold, that he considers to be his homestead and that he is not seeking the lease for the purposes of establishing a permanent residence or homestead at the Camp.
- 3. No person may declare a Camp leasehold to be a homestead, and no person may use leasehold as a principal or primary place of residence.
- 4. No individual under twenty-one years of age may be present at the Camp unless either the leaseholder or his spouse is present at This provision does not prohibit the short-term the Camp. presence of minors for brief periods of time during which the minor's parent is enroute to the Camp or otherwise briefly absent from the Camp. Adult individuals who are not members of Alzafar Shrine Center, but who are family members or guests of a leaseholder, may be present at Camp in the absence of the leaseholder or his spouse if the leaseholder has submitted a written notice to the Camp Manager. The notice shall include, at least, the names of all such guests; the dates of the visit, a telephone number by which the leaseholder may be contacted during the visit, and an affirmation that the guests have been fully instructed in regard to the regulations pertain to their visit to the Camp. The notice shall also clearly state that, because of insurance requirements, only Shriners and their immediate family members are authorized to operate a golf cart on the Camp. Leaseholders remain personally responsible for the conduct of their guests while said persons are present on the Camp, even if the leaseholder is not present.
- 5. Situations may occur in which the safety or welfare of a minor or another person may be threatened and the leaseholder has had no opportunity to provide the visitor notification referenced above.

In such bone fide emergencies, the leaseholder's oral authority to allow access to his leasehold shall be accepted until a written notification has been provided. Said written notification shall follow within twenty-four hours of the arrival of the minor or other person.

- 6. In the absence of written or oral authority, no officer, agent, or employee of Alzafar Shrine Center shall permit any third party to have access to any leasehold held by an individual.
- 7. No lease creating a leasehold at the Camp is subject to automatic renewal, and the continuation and renewal of all leaseholds is contingent, among other factors, on the good behavior of the leaseholder and his guests and family members.
- 8. In the event a lease is not renewed or is terminated early because of the conduct of the leaseholder, his family, or guests, said leaseholder is obliged to remove his personal property from the site. Moreover, no leaseholder shall have a claim against any of the parties listed in the Preamble for the value of any improvements made to the leasehold, regardless of the amount of said value. Inasmuch as the leaseholder does not own and knows he does not own the site on which the leasehold is granted, the addition of improvements to the leasehold is entirely at the risk of the leaseholder.
- 9. No individual may simultaneously hold more than one leasehold unless the individual is obtaining leasehold rights to one site and concurrently divesting himself of leasehold rights to another site. Under these circumstances, an individual may temporarily hold leasehold rights to no more than two sites for no more than twelve months. The Board of Trustees may grant one six-month extension to this time. At the end of that period, the individual must surrender the leasehold of his choice to the Center. Said leaseholder will be at liberty to remove his personal property from the surrendered leasehold. If the surrendered leasehold or any personal property left thereon is subsequently sold by the Center, the surrendering leaseholder shall receive the proceeds of said sale, minus the Center's reasonable expenses. The

surrendering leaseholder shall remain responsible for his *pro rata* share of all taxes and other expenses pertaining to the surrendered leasehold until the date of surrender.

- 10.No individual may lease a leasehold on the Camp and then allow any other party to become the primary user of the leasehold. As a single exception to this provision, the Trustees may approve a proposal allowing the widow of a member of Alzafar Shrine Center to become the primary user of leasehold properly held by another member of Alzafar Shrine Center. This exception, however, will terminate if the widow remarries. No individual may, however, be allowed to live at the Camp or to maintain a principal residence thereon. No leasehold may be transferred to any person without the permission and approval of the Center, regardless of the Shrine affiliation of the proposed new leaseholder.
- 11. As only members of Alzafar Shrine Center may hold a lease, upon the death of a leaseholder, the leaseholder's estate will have six months to surrender the leasehold or transfer it to another qualified member of the Center. The Board of Trustees may grant one twelve-month extension of this time limit. During this period, the estate is responsible for costs related to the leasehold and for maintaining the leasehold. Although the lease terminates on the death of the leaseholder, the leasehold remains subject to the terms and conditions of the lease and these regulations. The estate must notify the Center immediately upon the filing of a probate action or the initiation of any another action that could result in a court order pertaining to the disposition of the leasehold.
- 12. Failure of a leaseholder to properly maintain the appearance, condition, and safety of the leasehold shall constitute a violation of these regulations and may result in the imposition of sanctions as provided for either under the lease or these regulations.
- 13.All water heaters, water systems, and any other system likely to be damaged or to cause damage if left unattended will be turned

- off if the leaseholder will be absent from the leasehold for more than 24 hours.
- 14.In the absence of the leaseholder, the Camp Manager, Assistant Camp Manager, Camp Caretaker, and Trustees are authorized to take any emergency repair action necessary to protect the leasehold and the Camp. Such action will be at the cost of the leaseholder.
- 15. No permanent changes to the Camp, including but not limited to the removal of trees or the placement of septic tanks, will be made without the approval of the Camp Manager.
- 16.All leaseholds will be equipped with, at least, one currently inspected and functioning chemical fire extinguisher, a smoke alarm, an external water connection, and at least 75 feet of functional hose. The hose and external water connection shall be in plain view and accessible to third parties for the purposes of fire fighting on the Camp. These items are subject to inspection by the Camp Manager, Assistant Camp Manager, or Camp Caretaker.
- 17. No travel trailers, mobile homes, or recreational vehicles will be parked on the Camp or use Camp facilities without the permission of the Camp Manager, Assistant Camp Manager, or Camp Caretaker. Permission may be granted by any of the Camp Trustees. All recreational vehicles must be parked in designated areas only. Lease holders may temporarily park their RVs near their cabins in order to load or unload the vehicle. It may not be parked overnight near the cabin. The temporary use of Camp facilities may be authorized in accordance with the guidance of the Trustees. (Revised, December, 2006)
- 18.Leaseholders are expected and authorized to perform maintenance on the leasehold. No improvements, however, will be made to leaseholds without the permission of the Camp Manager. Such permission must be sought in writing and submitted at least thirty days before the proposed initiation of work on the improvement. When deemed appropriate, and as an exception,

authority may be granted to begin the improvement earlier than thirty days after the request is submitted. As a condition of being allowed to make said improvement, the leaseholder agrees that he waives any claim against the Center for the value of the improvement. The materials to be employed, and all other matters related to the proposed improvement, remain entirely within the discretion of the Center.

- 19. Where any provision of these regulations and the provisions of an underlying lease conflict, the lease provision will control, and the full underlying lease is incorporated herein by reference, as if set out verbatim. To the extent any provision of these rules may be found, by a court of competent jurisdiction, to be unenforceable, said provision will be severed herefrom, and the remaining provisions shall remain in full force and effect.
- 20. Any violation of a lease constitutes a violation of these regulations, and any violation of these regulations constitutes a violation of the lease.

#### VII. VEHICLES

- 1. Vehicles powered by gasoline or hybrid engines may not, except for the purposes of transporting individuals and property to and from the Camp and for Camp business, be operated on the Camp. Said vehicles may only be operated by drivers licensed in accordance with Texas or other state law and upon areas designated as roadways. Said vehicles must be operated safely and with due regard for the condition of the roads, the presence of children at play, pedestrians, and other vehicles.
- 2. The use of electrically powered golf carts on Camp property is authorized only if the vehicle is driven by a person with a Texas Class C, or other state equivalent, driver's license. As the single exception to this regulation, such a vehicle may be operated by an individual not holding such a license if that individual is over fourteen (14) years of age, the individual's parent or grand-

parent is a member of the Center, and said parent or grandparent is present in the front seat of the vehicle, holds at least a Class C driver's license, and is able and prepared to assume control of the vehicle. For the purposes of this provision the terms "parent" and " grandparent" include the spouse thereof.

3. All vehicles must be operated safely, in accordance with any speed limits or other requirements imposed by the Camp Manager, and must remain on the designated roads of the Camp. No vehicle may, except in the performance of official Camp business or as otherwise authorized by the Camp Manager, be driven off of the designated roads of the Camp.

#### VIII. INSURANCE

- 1. In addition to any insurance requirements found in the lease, all vehicles must be currently insured at the minimum dollar limits required by the State of Texas for a vehicle of the class or category in question.
- 2. The Trustees recommend that leaseholders maintain liability insurance coverage in the event that misconduct or negligence on the part of the leaseholder or any guests or family member thereof causes legal harm or injury to any third party or the Center.
- 3. All leaseholders shall provide the Camp Manager with proof of any required insurance at the time of lease initiation or renewal. In the event of expiration or cancellation of said insurance during the lease term, the leaseholder shall promptly notify the Camp Manager, and shall obtain new insurance or a renewal of the required insurance within ten (10) days of the lapse in the policy coverage. Failure to obtain or renew insurance or to notify the Camp Manager of a lapse of insurance coverage shall be a violation of the regulations and the lease.

#### IX. WEAPONS

- 1. No person under the age of twenty-one may possess, display, or discharge a firearm within the Camp. The definition of "firearm" includes "BB Guns," Pellet Guns," "Air Rifles," all weapons currently defined as a "firearm" by the Texas Penal Code, and any weapon added to said statutory definition by amendment of said statute.
- 2. No person who is twenty-one years of age or older may possess, display, or discharge a firearm within the Camp, except as noted herein below.
- 3. A Texas or Federal Peace Officer holding a current police officer's or agent's commission from a governmental entity may possess, display, and discharge a firearm in a manner consistent with the requirements of his or her agency's policies, his or her duties as a law enforcement officer, applicable Federal laws, and the laws of the State of Texas.
- 4. No person, except those qualifying under the Paragraph 3, above, may carry a concealed firearm on their person, even if said person is otherwise licensed to do so by the State of Texas or any other state or entity.
- 5. The transportation of unloaded firearms to and from the Camp is permissible if accomplished in accordance with Texas law and the following requirements: a) the firearm must be transported in a weapons case or similar container; b) the firearm must be unloaded; c) the firearm must be in a "safe" configuration or otherwise unable to fire; and, d) ammunition for the firearm may not be transported in the same compartment of the vehicle as the firearm.

- 6. The Camp Manager and Camp Caretaker may, on receipt of written permission from the Potentate of Alzafar Center, possess a shotgun for the single purpose of killing animals, particularly snakes, that constitute a clear and immediate danger to persons present on the Camp. This duty will only be performed if the Camp Manager or Caretaker can do so while ensuring the absolute safety of all persons in the area.
- 7. The possession of any weapon, the possession of which is prohibited by Texas law or any other entity with jurisdiction over the Camp, is also prohibited by these regulations.
- 8. The possession and use of bows and arrows, crossbows, and similar instruments on Camp Alzafar property is prohibited. As the single exception to this regulation, recognized youth groups, including but not limited to the Boy Scouts and Girl Scouts, may, at no cost to the Center, be allowed to conduct organized archery training and events on the Camp. A member of Alzafar Shrine Center must sponsor such activities, and the sponsor must be present during the entire activity. An application to use the Camp for this purpose must be in writing and must include a complete safety plan. The application must identify, by name and archery qualifications, the adults who will conduct the activity. The requesting organization must provide proof of insurance acceptable to the Center and must agree to hold harmless, defend, and indemnify the parties identified in the Preamble for costs, causes of action, and any liability arising out of the activity. The parents of the minor participants in the activity must release the parties identified in the Preamble from any liability for costs or injuries arising out of the activity. The proposed activity may only be approved by the Trustees, and the Center reserves the right to terminate the activity at any time.

#### X. CONDUCT

1. All persons present on the Camp are required to conduct themselves in a fashion consistent with safety, the Masonic

Obligation, good manners, and the protection of the feelings of others. Any conduct that constitutes a violation of Texas Law, Shrine Law, or Masonic Law constitutes a violation of these regulations. Such conduct includes, but is not limited to, the use of loud and abusive language, public disturbances, and fighting.

- 2. As in all other matters, the leaseholder is personally responsible for the conduct of his family members and guests.
- 3. Inappropriate conduct by minors, family members, and guests shall be reported to both the Camp Manager and the leaseholder responsible for the minor, family member, or guest. If misconduct is found to have occurred, the leaseholder will generally be given the opportunity to correct the behavior. If warranted by the circumstances, however, the Camp Manager, the Potentate, or the Trustees may take formal action. A failure of the leaseholder to correct the violator and prevent a recurrence is a violation of these regulations.
- 4. Inappropriate conduct by a leaseholder shall be reported to the Camp Manager who will address the matter with the leaseholder. If misconduct is found to have occurred, the leaseholder will generally be given the opportunity to correct the behavior. If warranted by the circumstances, however, the Camp Manager, the Potentate, or the Trustees may take formal action. A failure of the leaseholder to correct the violation and prevent a recurrence is a violation of these regulations.
- 5. Any unauthorized conduct that subjects the Camp, Alzafar Shrine Center, or any other Shrine entity or Shriner to increased civil liability is a violation of these regulations.

#### XI. ENFORCEMENT

1. The Potentate, either directly or acting through the Camp Manager and consistent with these regulations, may impose disciplinary sanctions for misconduct at the Camp.

- 3. In addition to any penalties provided for in the lease, sanctions under these regulations may include oral reprimands, written reprimands, suspension of access to Camp common areas, complaints under Shrine and Masonic Law, fines not exceeding \$100.00 per violation, and any other sanction appropriate to the violation and within the authority of the Trustees.
- 4. If delegated the authority by the Potentate, the Camp Manager may, upon a finding that a violation has occurred, impose an appropriate sanction on the responsible leaseholder. Any sanction imposed by the Camp Manager may be appealed to the Potentate. The appeal must be in writing and filed within fifteen days of receipt of notice that a sanction has been imposed. The appealing party may personally present the appeal to the Potentate, but the appeal must still be in writing. If unsatisfied with the Potentate's appellate action, the appealing party may, within five days of notice thereof, demand that the appeal be forwarded to the Trustees. The appealing party may present the appeal in person. The Trustees' action on the appeal is final. All appeals in which the appealing party wishes to personally present the matter will be conducted at the Center or elsewhere as directed by the party hearing the appeal.
- 5. The Potentate may impose an appropriate sanction, as described above, on any leaseholder or Center member who commits misconduct at the Camp. Appeals from an action by the Potentate will be made directly to the Trustees. The Trustees' action is final.
- 6. Fines must be paid within sixty calendar days of the date of imposition of the fine and any other required corrective action must be completed within the time specified in the order requiring that the corrective action be taken. In the event of an appeal, the time in which to pay a fine or take corrective action begins to run when the leaseholder is notified of the results of the appeal.
- 7. If the fine has not been paid or the corrective action taken within the required period, the leaseholder will have been deemed to have violated the lease. Under those circumstances, the Trustees

- may act to terminate the lease and remove the leaseholder from the leasehold in accordance with Texas law.
- 8. Should a leaseholder hold more than one leasehold, the provisions stated herein shall apply equally to all such leaseholds, even though the violation in question may apply to only one leasehold.

### XII. INTOXICANTS AND PROHIBITED SUBSTANCES

- 1. Except within the primary structure erected on the leasehold and in the presence of a parent or legal guardian, the possession or use of an alcoholic beverage, including beer, by a minor is strictly prohibited. A minor is defined as one who has not reached the age of twenty-one. The possession or use of an alcoholic beverage by a minor under any other circumstances is a violation of these regulations.
- 2. Possession or use, by any person, of any substance, the possession of which is prohibited by law, is a violation of these regulations.
- 3. The operation of any vehicle on the Camp while under the influence of any intoxicant, as provided for by state law, is prohibited.

#### XIII. MINORS

- 1. Minors are, for all purposes in these regulations, persons under the age of twenty-one. Minors may only be present at the Camp as the family members of leaseholders or guests.
- 2. All provisions of these regulations apply equally to minors unless minors are specifically exempted from said application.
- 3. Minors will treat all adults with respect and will not confront any adult. Should a minor feel mistreated by an adult or witness the

mistreatment of another minor, said minor is encouraged to bring the matter to the attention of their parent, legal guardian, sponsor, the Camp Manager, or any Trustee. Mistreatment of minors, including verbal abuse, will not be tolerated regardless of the perceived provocation on the part of the minor.

4. Adults must recognize that although not the only reason, one very important purpose for the existence of the Camp is to provide a safe and comfortable place for our children and their friends. Adults are expected to exercise maturity and discretion regarding their contacts with minors and to set a proper example of good Masonic behavior when in the presence of minors.

#### XIV. GUESTS

- 1. Leaseholders and other Shriners using the Camp are personally responsible for the conduct of their family members and guests.
- 2. The common recreational areas of the Camp, including the swimming pool, tennis courts, pavilion, clubhouse, playgrounds, cook shack, riverfront, and ball field, are for the use of the Nobility of Alzafar Shrine Center, their families, and guests. Use of these areas will be in accordance with these rules and such reservation and other requirements as may be established by the Camp Manager. Absent a reservation approved by the Camp Manager, no individual may unreasonably occupy or use these areas and thereby unreasonably limit the access to these areas by other entitled individuals. The Camp Manager may, at his discretion, terminate the use of any common area, even if the use has previously been approved.
- 3. No organized group shall be allowed to use the Camp without the permission of the Camp Manager.
- 4. No group or individual whose reputation or conduct is likely to cause embarrassment will be permitted to use the Camp.

5. The activities of groups on the Camp will be conducted with due regard to the interests of other leaseholders and no members of said groups will intrude upon a leasehold to which they have not specifically been invited.

# XVI. HAZARDOUS WASTE AND REFUSE COLLECTION

- 1. Leaseholders and other parties generating waste on the Camp are responsible for disposing of all garbage, refuse, and hazardous waste in accordance with the law and these regulations. No individual may dispose of waste except in accordance with the waste management plan established by the Camp Manager.
- 2. If the Center elects to provide a waste removal program, all leaseholders must accumulate, store, and dispose of their waste in accordance with that plan.

#### XVII. HUNTING

1. Hunting, regardless of the weapon employed, is strictly prohibited on Camp Alzafar.

#### XVIII. COMMUNICABLE DISEASES

1. Subject to the limitations and requirements of Texas and Federal Law, individuals with communicable diseases are not allowed to utilize the common areas of the Camp.

### Signed this 11<sup>th</sup> day of January 2008.

Paul McCombs

Paul Mc Combs

Potentate

Rick Reyes

Assistant Rabban

Jim Strayer Chief Rabban

G/I. Flores

**High Priest & Prophet** 

**Bob Jones** 

**Oriental Guide**