

UNIFORM CODE OF BY-LAWS
PARTICULAR LODGES
GRAND JURISDICTION OF FLORIDA

AUTHORITY

1.01 Charter — This Lodge exists by virtue of a Charter dated April 21, 1954 from the Most Worshipful Grand Lodge of Free and Accepted Masons of the State of Florida, and is located at 1715 Avocado Avenue; Melbourne (formerly Eau Gallie) in the county of Brevard in this state.

JURISDICTION

2.01 Territorial Jurisdiction — The territorial jurisdiction of this Lodge shall be determined as provided by the Constitution and Regulations of the Most Worshipful Grand Lodge of Free and Accepted Masons of the State of Florida.

2.02 Personal Jurisdiction — This Lodge preserves the inherent right of exclusive, original jurisdiction over all its members wherever they may reside and over all Masons, to whatever Lodge they may belong, and over all demitted Masons living within its jurisdiction subject only to the original and concurrent jurisdiction of the Grand Lodge of Florida.

2.03 Other Provisions — (Optional)

MEMBERSHIP

3.01 General — All Master Masons whose names are now upon the roll of members, and who shall hereafter petition and receive the third Degree in, or affiliate with, this Lodge, shall be members thereof.

3.02 Dual — Any member in good standing of a Particular Lodge in a Grand Jurisdiction with which The Most Worshipful Grand Lodge of Florida sustains fraternal relations, and the laws of which do not prohibit dual membership, may petition this Lodge for affiliation without demitting from his home Lodge; in such petitions all facts and circumstances upon which such petition is based, and the reasons for the dual membership thereby sought, shall be fully stated; upon the reception of such petition it shall take the usual course with respect to investigation and voting, and be subject to the same requirements as to vouchers as a regular petition based upon a regular demit; *Provided*, if such petition for affiliation be voted upon favorably such petitioner shall thereupon become a member of this Lodge, vested with all the right and privileges of membership and be subject to the discipline of the Lodge, except that such members shall not be eligible to the privilege of the Masonic Home; *Provided, further*, that upon the suspension, or expulsion, of such member by the Lodge of which he was a member prior to applying for dual membership as above provided for, such member shall be automatically suspended or expelled from this Lodge; *Provided, further*, that in the event that a member receiving the privileges of dual membership in this Lodge, shall take his demit from his Lodge of original membership, it shall be his duty to place such demit and his full membership in this Lodge; and upon his failure to do so, and satisfactory evidence having been presented to this Lodge of such failure, it shall be the duty of this Lodge to suspend such member from membership.

3.02.1 Plural Membership — A member in good standing of a Particular Lodge in Florida may petition this Lodge for affiliation without demitting from his home Lodge; regardless of any action that his home Lodge may or may not have taken with respect to accepting Plural Members. In such petition all facts and circumstances upon which such petition is based, and the reasons for the plural membership thereby sought, shall be fully stated; upon the reception of such petition it shall take the usual course with respect to investigation and voting, and be subject to the same requirements as to vouchers, as a regular petition based upon a regular demit. If such petition for affiliation be voted upon favorably, such petitioner shall thereupon become a member of this Lodge, vested with all the rights and privileges of membership, and be subject to the discipline of the Lodge, except, that such member shall not be eligible to be elected or appointed an Officer in more than one Particular Lodge at one and the same time; and provided further, that upon suspension, or expulsion, of such member by any Lodge of which he is a member, such member shall be automatically suspended or expelled from this Lodge; provided further, that in the event that a member receiving the privileges of plural membership shall take his demit from his Lodge of original membership, it shall be his duty to place such demit, and his full membership, in a Particular Lodge in this Grand Jurisdiction in which he shall have received the privileges of plural membership; and upon his failure to do so, and satisfactory evidence having been presented to this Lodge of such failure, it shall be the duty of this Lodge to suspend such member from membership.

3.03 Life — (a) Life memberships shall be of three classes:

(1) Life membership conferred by the Lodge upon payment of a fixed fee therefor which life membership shall exempt the recipient from payment of Grand Lodge Annual Revenue.

(2) Life membership conferred by the Lodge without payment of fee therefor which exempts recipient thereof from payment of Grand Lodge Annual Revenue, and

(3) Life membership conferred by the Lodge which does not exempt the recipient thereof from payment of Grand Lodge Annual Revenue, and

(b) No life membership conferred for payment of fixed fee therefor and which shall exempt the recipient thereof from payment of Grand Lodge Annual Revenue may be conferred for a fee of less than \$500.00 dollars, which fee, in whatever amount fixed, shall be deposited or invested as hereinafter set forth.

(c) No life membership which exempts recipient thereof from payment of Grand Lodge Annual Revenue may be conferred by the Lodge without payment of fee thereof except upon the condition that the Lodge immediately set aside from its own funds for deposit or investment as hereinafter provided a minimum sum of two hundred (\$200.00) dollars except where the amount already in reserve funds is sufficient to equal two hundred (\$200.00) dollars per life membership at all times.

(d) All funds derived from fees for life memberships and all funds set aside by the Lodge upon conferring life membership without payment of fee therefor shall be

invested in bonds of the United States of America or deposited in savings accounts in institutions where such savings accounts are insured or in such other securities or stocks as shall be approved by the Grand Lodge, the interest derived from such deposit or investment to be deposited in the General Fund of the Lodge.

(e) Upon the death, expulsion, demit or disappearance of a life member as provided in Regulation 26.06 the Lodge may withdraw the deposit provided for such life member or dispose of the government bonds purchased with the proceeds thereof and return said funds to the general funds of the Lodge.

(f) This Lodge may confer life memberships which do not exempt the recipient thereof from payment of Grand Lodge Annual Revenue without requiring any payment therefor by the life member or without making any deposit or investment by the Lodge.

(g) Each life member of this Lodge shall be issued an annual card evidencing such life membership.

(h) No life membership conferred by this Lodge shall exempt such Lodge from payment of Grand Lodge Annual Revenue.

3.03.1 Perpetual — Perpetual Memberships are authorized by Particular Lodges subject to the following terms and conditions.

(a) Any member in good standing and possessing a current dues card in a Particular Lodge of this Grand Jurisdiction may become a Perpetual member of his lodge pursuant to the provisions of this section.

(b) the member desiring a Perpetual Membership shall apply to the Secretary of his Lodge for such a membership on forms prescribed by the Grand Lodge and shall tender therewith a minimum sum of twenty (20) times the annual dues of his lodge at the time of the application, but in no event less than twenty (20) times the minimum dues prescribed in Regulation 24.05, Section 4.01 of the Uniform Code of By-laws. The Lodge Secretary shall complete his part of the application and shall forward the same together with the full fee due, to the Grand Secretary. The date of the application shall be the date the Grand Secretary certified he received the application.

(c) The application shall be signed by the applicant and have the certification of the Lodge Secretary. The application shall not become effective until the applicant's record has been certified by the Grand Secretary. The application shall contain thereon the computations upon which the perpetual membership fee is predicated. If the Grand Secretary determines that the minimum fee tendered by the applicant is in excess of that required, he shall have the power to correct the application and the Lodge Secretary's computations of the fee, accept the application as corrected and refund any excess fee to the applicant through the Particular Lodge Secretary. If the fee tendered is insufficient, the Grand Secretary shall return the application and fee to the constituent Lodge Secretary for correction and resubmittal. A copy of the completed and accepted Perpetual Membership application and a Certificate Perpetual Membership shall be furnished to the applicant and his lodge by the Grand Secretary. These provisions shall be construed so as to permit the Grand Secretary to use computerized records.

(d) After the perpetual membership application and fee have been received and accepted by the Grand Secretary, the perpetual membership fee shall not be refundable except under circumstances determined by the Grand Secretary to be mistakes of fact rendering the applicant ineligible for perpetual membership as of the date of the application.

(e) After the applicant's perpetual membership has been accepted by the Grand Secretary, the perpetual membership shall be paid over to the Grand Treasurer as required in Article VI, Section 10 of the Constitution. The funds shall be placed collectively in restricted perpetual membership accounts. These funds shall be accounted for on an individual lodge basis, listing the amount a person paid into the fund for both lodge dues and Grand Lodge per capita and any assessments in effect. The funds shall be accounted for separately, by the Grand Treasurer, from all other Grand Lodge funds. The funds shall be audited annually as required in Chapter 14.09, Section 7.

(f) A perpetual member shall owe no further dues to the Lodge of which he is a perpetual member. An annual dues card shall be issued by the Lodge Secretary who shall denote perpetual membership thereon.

(g) The perpetual membership fee, less any amount required to supplement net income to pay the constituent Lodge the first year's dues and per capita, shall be considered principal and shall never be spent. Net profit or loss from the sale of securities shall mean the profit or loss realized from the sale of securities. Earned Income shall mean the interest and dividends received reduced by any net loss realized from the sale of securities. The net profit from the sale of securities plus earned income shall be allocated to a sub-account for each member's account. Net income shall mean earned income plus 60% of the net profit from the sale of securities, less administrative costs. The net income, but not less than five percent (5%) of the fair market value of all assets in the Perpetual Membership Fund, shall be paid proportionately annually to each constituent Lodge for each perpetual member at the time of per capita billing. The amount paid shall first be deducted from the sub-account, as to each member, and, if that is insufficient, then from any existing separate "Capital Gains" account. Allocations shall be based on the principal in each member's account, plus the sub-account of each member as of the beginning of each year. All as shall be equitably determined by the Grand Secretary. (2001)

(h) The Grand Secretary shall, at the time of the annual interest distribution, submit a statement to the Lodge for an amount covering the proportionate per capita and assessment in effect at the time the member joined the plan. The Lodge shall during the members lifetime and thereafter pay to the Grand Lodge the amount designated by the Grand Secretary's per capita statement.

(i) The obtaining of a perpetual membership in one Lodge by a dual member shall have no effect on his membership in the other Lodge to which he belongs. Dual perpetual memberships are permitted.

(j) A perpetual member may affiliate under Chapter 41 of the Digest of Masonic law. If the affiliation is within this Grand Jurisdiction the entire perpetual membership he originally paid shall be transferred to the account of the Lodge to which he affiliates. If the affiliation is outside this Grand

Jurisdiction the entire perpetual membership fee shall remain with the Lodge of which he was a perpetual member.

(k) Any Certificate of Good Standing issued under Regulation 41.13 of the Digest of Masonic law to a perpetual member shall be endorsed thereon the fact that the holder is a perpetual member and the amount of the perpetual membership fee which shall be transferred to the Particular Lodge in Florida with which he affiliates.

(l) If a perpetual member shall be suspended, expelled or withdraws and is subsequently restored to good standing, or re-affiliates from out of state, his perpetual membership shall be deemed to be also restored.

(m) If a lodge consolidates, surrenders its Charter or has its Charter arrested, the funds credited to that Lodge in the perpetual membership fund shall follow the members according to the relevant sections of the Constitution and Laws and Uniform Code dealing with consolidations, surrendering and arrests of Charters.

(n) A memorial perpetual membership may be purchased by any person for a deceased Entered Apprentice Mason, Fellow Craft Mason, or Master Mason of a Florida Lodge by following the same procedures as outlined in this section. The minimum fee shall be \$200.00 (two hundred dollars). The total amount of interest derived therefrom shall be paid annually, seventy-five (75) percent to the Lodge through which the application was processed and twenty-five (25) percent to the Grand Lodge of Florida on the first \$500 (five hundred dollars) of principal. All interest earned on principal over \$500 (five hundred dollars) shall be returned to the Lodge. Interest derived therefrom shall be returned to the Lodge at the time of the per capita billing.

(o) A Brother, at any future time, may add any amount to his perpetual membership fee through his local Lodge Secretary.

(p) Applications for perpetual membership shall be on forms prescribed by the Grand Lodge and the Grand Secretary shall provide all forms required for the implementation of this section.

(q) Where perpetual members have not been heard from for more than seven (7) years, the Worshipful Master shall direct the Secretary to report the names of such missing Brethren to the Grand Lodge on the membership report form as being deceased. Their names shall then be transferred to the rolls of deceased perpetual membership, but, this action shall have no effect on the amount of money paid the Lodge and Grand Lodge for that perpetual member as set forth in sub-sections (g) and (h).

(r) There shall be no cost to the Constituent Lodge for administration of this program by the Grand Lodge.

(s) An honorary perpetual membership may be purchased by any person in honor of a living or deceased Master Mason by following the procedures provided for by Regulations concerning Honorary Memberships and as outlined in this section. The minimum fee for an Honorary Perpetual Membership shall be two hundred dollars (\$200). The total amount of interest derived therefrom shall be paid annually, seventy-five (75) percent to the Lodge through which the application was processed and twenty-five (25) percent to the Grand Lodge of Florida on the first \$500 (five

hundred dollars) of principal. All interest earned on the principal over \$500 (five hundred dollars) shall be returned to the Lodge. Interest derived therefrom shall be returned to the Lodge at the time of the per capita billing.

(t) A perpetual membership may be purchased by a 50-year Master Mason who meets the provisions of Regulation 26.12(d) by following the same procedures as outlined in this section. The minimum fee shall be \$200.00 (two hundred dollars) the total amount of interest derived therefrom shall be paid annually, seventy-five (75) percent to the Lodge of which a member and twenty-five (25) percent to the Grand Lodge on the first \$500.00 (five hundred dollars) of principal. All interest earned on principal over \$500.00 (five hundred dollars) shall be returned to the Lodge at the time of per capita billing.

3.04 Honorary — Distinguished and revered Masons may be made honorary members of this Lodge by unanimous ball ballot at a Stated Communication after having been proposed for membership at some previous Communication. Such membership imposes no duties or responsibilities and confers no right or privileges except the right of visitation and speaking from the floor. Honorary memberships may be revoked by majority vote at any Stated Communication.

3.04.1 Honorary Perpetual — Distinguished and revered living or deceased Masons of this or another Grand Jurisdiction recognized by the Grand Lodge of Florida may be made honorary perpetual members of this Lodge by unanimous ball ballot at a Stated Communication after having been proposed for membership at some previous Communication. Honorary perpetual memberships may be revoked by majority vote at any Stated Communication in which case all funds credited to his account shall be transferred to The Masonic Home Endowment Fund.

The minimum fee for an Honorary Perpetual Membership shall be two hundred dollars (\$200.00) and must conform to Regulation 3.03.01 of the Uniform Code of By-laws. The total amount of interest derived therefrom shall be paid annually, seventy-five (75) percent to the Lodge through which the application was processed and twenty-five (25) percent to the Grand Lodge of Florida on the first \$500 (five hundred dollars) of principal. All interest earned on principal over \$500 (five hundred dollars) shall be returned to the Lodge. Interest derived therefrom shall be returned to the Lodge at the time of the per capita billing.

3.04.2 Each Particular Lodge shall have an account within the Perpetual Membership Fund titled the "Perpetual Friend Account." The minimum donation that may be made to this account in the name of a single person or entity is \$200.00. The Grand Secretary shall issue a suitable certificate for each person or entity so donating.

The total amount of interest derived from this account shall be paid annually, seventy-five (75) percent to the Lodge and twenty-five (25) percent to the Grand Lodge of Florida on the first \$500 (five hundred dollars) of principal. All interest earned on principal over \$500 (five hundred dollars) shall be returned to the Lodge. Interest derived therefrom shall be returned to the Lodge at the time of the per capita billing.

3.05 Emeritus — Each year upon written recommendation of its elective officers a Lodge may, by

majority vote, place upon the Emeritus List and remit the dues for such year to those members who from bodily infirmities or misfortune have become unable to pay dues, and in order for the Lodge to be exempt from payment to Grand lodge of annual revenue on such emeritus members, the Worshipful Master and Secretary must certify on the annual return that each and every member of the Emeritus List is unable to pay dues because of bodily infirmities or misfortune, *provided however*, that any member of this Lodge who is a resident guest of the Masonic Home shall automatically be placed upon the Emeritus List.

3.06 Signing Roll of Members — Every member is required to sign the Roll of Members with his own hand.

3.07 Entered Apprentice and Fellow Craft Members — Entered Apprentices and Fellow Crafts, though not entitled to the rights, privileges and benefits of membership, are subject to discipline.

3.08 Other Provisions. Courtesy Mason Mason Degree Work done from Other Lodges — A member receiving the Master Mason Degree by courtesy from another Lodge may authorize the Secretary to sign for him in writing and such authorization shall be placed in the permanent file of the member so authorizing.

DUES AND SUSPENSION FOR NON-PAYMENT THEREOF AND REINSTATEMENT

4.01 Dues — Every member of this Lodge shall pay to the Secretary, for the use of the Lodge, the sum of \$70.00 per annum, which shall include the Grand Lodge Per-Capita Assessment, which sum shall be due and payable in advance on or before the first day of each Masonic Year, which Masonic Year shall begin on the 28th day of December of each year and end on the 27th day of December of the following year, except life members, honorary members and those members whose dues are remitted in accordance with Masonic Law.

4.02 Suspension for Non-Payment of Dues — Every member of a Lodge who is six (6) months or more in arrears for dues shall be notified thereof by the Secretary, and in case of failure or refusal to come forward and pay his dues, or give satisfactory excuse, within three (3) months after such notification, may be suspended at the discretion of the Lodge.

Three months after such notices have been served, if the dues still remain unpaid, the Secretary shall issue a summons or notice to the delinquent to be present at a Stated Communication of the Lodge, to answer the charges of delinquency or neglect, and show cause why he should not be suspended.

Such notice or summons shall be served at least ten (10) days before the Communication appointed for the hearing. The Secretary's account shall be sufficient charge. If the Brother does not appear after service of notice, default shall be entered and a hearing shall proceed in his absence. At the hearing, the Secretary shall have prepared a list of such delinquent members in advance, as to such list; the Secretary shall read the names of each and every member contained in such list, after which the Worshipful Master may propound the following questions, addressing the same to the entire list of delinquents collectively:

Is the Brother six (6) months or more in arrears for dues?

Has he been duly notified of his indebtedness to his Lodge?

If the answers to said questions be in the affirmative, the Worshipful Master shall proceed by propounding the following question:

Has he given satisfactory excuse for non-payment?

If this answer is in the negative, vote may be taken as to the names contained in such list collectively, and if the vote be to suspend, such members shall stand suspended.

Any member of the Lodge may request a separate vote on any particular name or names, and if so requested, said separate vote shall be taken, or the Worshipful Master may order such separate vote in his discretion. Collective vote may be taken as above provided, on the remaining names of said delinquent list, as to whom separate votes are not requested.

4.03 Reinstatement — A member suspended for non-payment of dues can be reinstated only after a petition for reinstatement has been properly submitted which shall take the same course as a petition for the Degrees; *Provided*, any such petition which is rejected may be renewed by a new petition at the end of three (3) months from date of such rejection. A favorable vote of three-fourths of the members present by ball ballot or written secret vote shall be necessary to reinstate a suspended member.

4.04.1 Other Provisions. Petition for Reinstatement Must Be Accompanied By Remittance — Each Petition for Reinstatement shall be accompanied by the fee of \$15.00, plus delinquent dues and current year's dues.

4.04.2 Other Provisions. Dues Discount — If dues are paid on or before December 27 for the following year, the fee will be discounted \$5.00 from the usual annual fee.

COMMUNICATIONS

5.01 Stated Communications — The Stated Communications of this Lodge shall be held at its hall on the second and fourth Tuesdays of each month at 7:30 P.M., provided that such Stated Communication may be suspended during the months of July, August and September of each year by special action of the Lodge, and, *provided, further*, that the place of meeting for any single or particular Stated Communication may be changed by special action of the Lodge when the occasion shall require it, provided that such change of meeting place is approved in writing by the District Deputy Grand Master of the Masonic District in which this Lodge is situated and that written notice of such change of meeting place is given to the membership of the Lodge, and, *provided further*, that no business shall be transacted at such Communication held in such different place except that specifically mentioned in the notice to the membership.

5.02 Dispensing with Stated Communications — By special action of the Lodge at a Stated Communication the next succeeding Stated Communication may be dispensed with, *provided, however*, this Lodge shall hold at least one Stated Communication in each month.

5.03 Change of Hour of Stated Communication — By special action of this Lodge at any Stated Communication the hour of meeting of the next succeeding Stated Communication may be changed, *provided*, written notice of such special action of the Lodge changing such hour of meeting shall be given immediately to the membership.

5.04 Called Communication — Communications may be called by the Worshipful Master, or in his absence from the Jurisdiction by the Warden next in line, at any time and at any place within the jurisdiction of the Lodge. Notice of the Called Communication to be held at regular meeting place of the Lodge may be given by announcement of such Communication at the Stated Communication preceding the date of such Called Communication or by written notice to the membership.

5.05 Notice — Notice of Called Communications to be held at a place other than regular meeting place of this Lodge shall be by written notice to all the membership.

5.06 Business at Special Communications — No business shall be transacted at any Called Communication except such business as is permitted to be transacted in Called Communications and named in the call of such Communication. Certain business shall not be transacted at any Called Communication, to-wit:

- (a) Receiving petitions for initiation or affiliation or balloting, except by permission of the Grand Master.
- (b) Reversing action of a Stated Communication.
- (c) Filing charges for unmasonic conduct.
- (d) Masonic trials.
- (e) Petitions for reinstatement and action thereon in all cases of suspension or expulsion for unmasonic conduct.
- (f) Any action acquiring or disposing of real estate.

5.07 Quorum — The quorum of a Master Mason Lodge is three, a Fellow Craft Lodge, five, and an Entered Apprentice Lodge, seven. In the case of a Master Mason Lodge, three members of the Lodge are necessary to constitute a quorum, exclusive of the Tyler, who must be a member of some Lodge; if three members of the Lodge are present, the quorum necessary to open an E.A. or F.C. Lodge may be supplied with visitors, as the two latter Lodges are never opened, except for “Work and Instruction.”

5.08 Festivals — The annual June and December Festivals shall be observed as convenience and sound discretion may dictate, in accordance with established usages.

5.09 Other Provisions.

OFFICERS

6.01 Officers — The Officers are: a Master, whose title is Worshipful; a Senior Warden; a Junior Warden; a Treasurer; a Secretary; a Senior Deacon; a Junior Deacon; two Stewards and a Tyler; the first five of whom shall be elected by separate ballot, at the first Stated Communication in December in each and every year. The Master shall appoint the other Officers, but the Senior Warden may nominate the Junior Deacon; *Provided*, That when, from any cause, the election is not held at the time above specified, the Master may order an election at any time thereafter, on or before December 27, but not afterwards, except by dispensation from proper authority.

6.02 Chaplain and Marshal — The Worshipful Master, if he so desires, may appoint a Chaplain and a Marshal.

6.03 Duties — the duties of the Officers, jointly and severally, shall be such as are prescribed by the Constitution, Resolutions, and Edicts of the Grand Lodge of Florida, and

the ancient established usages and customs of the Masonic Fraternity.

6.04 Secretary — The Secretary shall keep full and accurate records of all proceedings of the Lodge, preserve all books and records of the Lodge, shall be ex-officio Librarian of the Lodge, and shall have custody of the Lodge Seal subject to the direction and control of the Worshipful Master.

6.05 Treasurer — Treasurer shall have custody of all Lodge funds, and shall keep full and accurate records of the receipt and disbursement thereof.

6.06 Reports — The Treasurer and Secretary shall each present full written annual reports of the state of the Lodge finances as they appertain to their offices respectively, which shall be placed on file and noted in the records, and shall also report quarterly, when required to do so.

6.07 Other Provisions. Compensation of Secretary — The Secretary of the Lodge may be compensated for the expenses incurred in the discharge of his office by a donation that shall be set at the first communication of each year or at any other time providing the members have been duly notified.

ELECTION OF OFFICERS

7.01 Time of Election — The election and appointment of the Officers of this Lodge shall take place at the first Stated Communication in December of each year and such Officers shall be installed on the anniversary of Saint John the Evangelist, or as soon thereafter as practical, and the Officers so elected and installed shall continue in office for one year and until their successors are duly elected and installed; *Provided*, that if, from any cause, there should be no election at the time appointed for the annual election, it shall be the duty of the Worshipful Master to order an election at any time before or on the anniversary of Saint John the Evangelist, but not thereafter except by Dispensation from proper authority.

7.02 Manner and Method of Election — In the election of Officers, the ancient regulations shall be observed. There shall be no nominations, nor electioneering; and a majority of all votes cast, respectively, shall determine. In each succeeding ballot for the same office, when more than two members are voted for, the name or names of the Brother or Brethren having the lowest number of votes, shall by order of the Master be dropped; and all votes cast in derogation of said order shall not be counted.

7.03 Other Provisions.

BUSINESS OF THE LODGE

8.01 Master's Authority — All appropriate business of general character shall be transacted in the Master Mason Lodge, under the special and absolute direction of the Master.

8.02 Reconsideration of Vote or Decision — The vote or decision at a Stated Communication of the Lodge cannot be rescinded, altered, or amended at a Called Communication of the Lodge, nor at any subsequent Stated Communication unless the membership of the Lodge is given due notice of such proposed reconsideration.

8.03 Other Provisions. Requirement to Change Lodge Vote/Decision — The vote or decision at a Stated Communication of the Lodge cannot be rescinded, altered, or

amended at a Called Communication of the Lodge, nor at any subsequent Stated Communication unless a period of one (1) year has elapsed since such vote or decision was taken or made.

FEES FOR THE DEGREES AND AFFILIATION

9.01 Fees for the Degrees — The fee for Initiation shall be \$100.00, for Passing \$50.00; and for Raising \$50.00. In every case the fee shall be paid to the Secretary in advance, without which no petition or application shall be read or announced, and in every case of rejection the fee shall be promptly returned from the treasury, upon the Master's order.

9.02 Fee for Affiliation — The fee for affiliation with this Lodge shall be \$70.00.

9.03 Other Provisions. Fees for Affiliation Shall Include Specific Costs — The fee for Affiliation in 9.02 shall include current year's dues.

9.04 Other Provisions. Fees for the Degrees shall Include Specific Costs — Fees for the Degrees in 9.01 shall include current years dues and contribution to the George Washington Memorial Fund.

COMMITTEES

10.01 Committees of the Lodge — There shall be the following standing Committees: Finance, Vigilance, Petitions, Education, Board of Relief, Charity, and Lodge Property.

10.02 Finance Committee — The Finance Committee shall consist of the Senior Warden and two members of the Lodge appointed by the Master, whose duty it shall be to examine and report upon all matters relating or appertaining to the financial concerns of the Lodge, which may be placed in their hands by the Lodge or any member thereof, or other person. they shall also examine carefully and fully, and report upon in writing within thirty days after the close of the Masonic year, all the books, accounts, records and vouchers of the Treasurer and Secretary, or cause all of the same to be done by some competent person recommended by the Committee and approved by the Lodge.

10.03 Vigilance Committee — The Committee on Vigilance shall be composed of the Junior Warden and two members of the Lodge appointed by the Master, whose duty it is to exercise a watchful superintendence over the moral conduct of the Craft at all times, except during working hours of the Lodge; to correct all irregularities, so far as they can in keeping with the dignity, nature and principles of the Fraternity, and to report, by charges, or otherwise, all matters necessary and proper for the vindication of Masonic Law and virtue.

10.04 Petitions Committee — The Petitions Committee shall be composed of not less than three nor more than seven members, whose duty it shall be to cause each applicant for the degrees before his petition has been received by the Lodge, to appear personally before the Committee to be interviewed and give such information as may be requested. The Committee shall make its report to the Worshipful Master, after which the petition shall take its usual course.

10.05 Education Committee — The Worshipful Master and Wardens shall constitute a standing Committee on Education and Primary Schools.

10.06 Board of Relief — The Worshipful Master and Wardens shall constitute the Board of Relief and jointly shall draw upon the Charity Fund, from time to time, as urgent fraternal necessity and propriety may require. The board shall render to the Lodge quarterly reports of all disbursements, but in their discretion they may omit the name of any recipient thereof unless such recipient is the object of continued charity. The Board must be scrupulously careful that no worthy cry of distress reaches their ears in vain and no deserving needy hands seek their aid without response, if within their power to grant without causing material injury to the Lodge.

10.07 Investigation Committees — Upon the Lodge receiving a petition for the Degrees, or for affiliation, or for reinstatement, or for plural membership the Worshipful Master shall appoint a Committee of three members of the Lodge to inquire into the character and standing of the petitioner. Each member of the Committee shall investigate independently and submit his report in writing to the Lodge or authorize some brother to report for him if unable to be present in person. The Committee may make a unanimous report or a divided report, *Provided*, if only two members of the Committee report, the Worshipful Master, in his discretion, may proceed with the ballot if no objection is made thereto. Upon the filing of a report and acceptance thereof by the Worshipful Master and the Lodge, the Committee is automatically discharged.

10.08 Committee on Charity — The Committee on Charity shall, under the direction of the Worshipful Master arrange:

(1) That a portion of every stated meeting be set aside for a lecture, talk or discussion of some Masonic or Community Charity or charitable endeavor and members of the Lodge urged to contribute to such charities.

(2) Publication in the Lodge bulletin or Trestle Board, if one is published, an announcement of the programs above referred to.

(3) That the Lodge offer its facilities at cost or below cost to groups or organizations who support, sponsor or perform charitable services.

(4) That the Lodge contribute to some, one or more community charity or charitable endeavors on a regular and frequent basis.

(5) To advise with the Board of Relief in regard to fraternal need and assistance.

10.09 Committee on Lodge Property — The Committee on Lodge Property shall be composed of not less than three (3) nor more than five (5) members appointed by the Worshipful Master whose duties it shall be to:

(1) Promulgate and propose to the Lodge written Rules for government of use of the Lodge property.

(2) Arrange schedules of meetings of other

groups using Lodge property to avoid conflicts.

(3) Make recommendations to the Lodge for improvements, repairs, additions and renovations of Lodge property and for maintenance of Lodge Temple and grounds.

(4) Under direction of the Worshipful Master and the Lodge negotiate for agreements between the Lodge and other organizations using Lodge property.

(5) Enforce or report to proper Masonic authorities for enforcement of all Lodge and Grand Lodge Rules and Regulations.

10.10 Neglect of Committee Duty — If a Committee or any member thereof neglect to perform the required duties, the Worshipful Master may discharge him or them and make a new appointment.

10.11 Attendance and Direction of Worshipful Master — The Worshipful Master may attend and direct the deliberations of all Lodge Committees.

10.12 Other Committees — Special Committees may be appointed by the Worshipful Master from time to time and assigned duties as the case may require.

CHARITY

11.01 Charity Fund — There shall be a separate and distinct charity fund raised and sustained by voluntary contributions of the Brethren, to which attention should be called by the Worshipful Master at every Stated Communication of the Lodge. The Treasurer shall keep a separate account of this fund under the direct supervision of the Board of Relief, and he shall make a report thereon to the Lodge at the close of each Masonic year and at such other times as the Lodge or the Worshipful Master may direct.

11.02 Continued Charity — Objects of continued charity must be considered by the Lodge.

11.03 Other Provisions. Lodge Action Required for Board of Relief to Appropriate More than \$50.00 — The Committee as defined in Section 10.6 shall have the authority to appropriate from the Charity Fund, upon due investigation, such funds as are necessary for emergency relief not to exceed fifty dollars (\$50.00) without Lodge action.

DISCIPLINE

12.01 Discipline and Procedures — Every violation of the Moral Code, as comprehensively embraced in the Ten Commandments, and recorded in the Holy Book of Law, every violation of the established Laws of Masonry, written or unwritten, by any member, will subject the offender to punishment by reprimand, suspension or expulsion, as the Lodge may determine.

12.02 Other Provisions.

LODGE FUNDS

13.01 Use of Funds — Lodge funds may be used for any purpose not unmasonic, when ordered by the Lodge.

13.02 Custody of the Treasurer — The Treasurer is the custodian of the funds of the Lodge, even when only held in trust, and all persons having any such funds shall deliver the same unto the custody of the Treasurer at the earliest possible time.

13.03 Disbursement — The Treasurer shall keep the Lodge funds at all times, subject to the immediate control of

the Lodge, and shall pay out none but return fees and charity funds, except by Lodge action, and the Master's written order, which in every instance, must constitute his voucher, provided that Lodge action is not required for the payment of Grand Lodge Annual Revenue and fees.

13.04 Other Provisions. Lodge Action Shall Designate Depository Used by Treasurer — All monies received by the Treasurer shall be deposited in a depository designated by action of the Lodge at any Stated Communication.

LODGE PROPERTY

14.01 Sale or Conveyance — The Master and Wardens of Lodges shall not sell, convey, dispose of, or mortgage property of their respective Lodges, except by special action of the Lodge, at a Stated Communication, after due notice to the Lodge membership of such contemplated action. All necessary documents, instruments and papers relating to any such transaction required to be signed in behalf of the Lodge shall be executed in the name of such Lodge by the Worshipful Master under the Seal of such Lodge and attested by the Secretary of the Lodge.

14.02 Before proceeding with the construction of any new building or repairing, remodeling or making additions to any old building, or the purchase of any property where the same involves incurring indebtedness by a Particular Lodge, or before proceeding with financing any loan or refinancing any debt, Particular Lodges in this Grand Jurisdiction are required to submit plans and specifications of any building to be purchased, erected, repaired or remodeled, and complete financial statement and plan for financing the indebtedness to be incurred, to the Grand Lodge Properties Committee for review and then to the Grand Master for final action. The approval of plans for financing shall in no wise obligate the Grand Lodge for any indebtedness incurred by a Particular Lodge. All plans, specifications, statements and other documents must be submitted in duplicate.

14.03 Other Provisions — Use of Lodge Properties — No agreement or lease for continued use of Lodge properties will be entered into without first presenting it to the Lodge and approval of such use must be by majority vote of the Lodge. However, the Worshipful Master may approve use of Lodge properties by authorized tenants for special occasions.

AUTHORITY OF GRAND LODGE

15.01 By-Laws Under Grand Authority — These By-Laws are adopted under authority of the Most Worshipful Grand Lodge of Free and Accepted Masons of the State of Florida and nothing therein shall be construed in any wise to conflict with the Constitution or Regulations of such Grand Lodge, but shall be construed in harmony therewith and to fully effectuate the intent and purpose of such Constitution and Regulations.

15.02 Grand Lodge Law Part of These By-Laws — The terms and provisions of the Constitution and of the Regulations of the Most Worshipful Grand Lodge of Free and Accepted Masons of the State of Florida are hereby specifically referred to and made a part of these By-Laws by reference and in all matters not dealt with herein the Constitution and Regulations of Grand Lodge shall control and govern this Lodge.

15.03 Constitution and Regulations of Grand Lodge Supreme Law — The Constitution and Regulations of the Most Worshipful Grand Lodge of Free and Accepted Masons of Florida as the same now are or may hereafter be changed, altered or amended shall be the supreme law of this Lodge and any By-Law or any part or portion thereof in conflict therewith shall be null and void.

AMENDMENTS

16.01 Amendments —

(1) These By-Laws may be amended only as follows, viz: the proposition must be made in writing at a Stated Communication, and if approved by a majority vote, shall lie over to the next Stated Communication, of which the membership shall be given written notice; and if three-fourths of all the members of the Lodge then present vote in favor thereof, it is adopted, and will go into effect after approval of the Grand Lodge or its authority. Proposed By-Laws or amendments, after adoption by the Lodge, shall be submitted for approval in accordance with the provisions of Regulation 24.04.

(2) Any proposed amendment to these By-Laws shall be submitted to the Grand Lodge or its authority, as follows:

Original and three copies of such By-Laws or revision signed by the Worshipful Master and Secretary under the Seal of the Lodge, with date of approval and date of adoption shown thereon, shall be forwarded to the Grand Secretary.

CHANGES AND OTHER NOTES



BY-LAWS
OF
HARBOR CITY LODGE
NO. 318, F. & A.M.

MELBOURNE, FLORIDA 32935

Approved Month 00, 2009