

**BYLAWS**  
**OF**  
**LOCKRIDGE FOREST SWIM & TENNIS CLUB, INC.**

**ARTICLE I: Name and Office**

- 1.1 The name of the corporation is "LOCKRIDGE FOREST SWIM & TENNIS CLUB, INC. hereinafter called the "CLUB".
- 1.2 The principal office of the CLUB shall be in Gwinnett County, Georgia.

**ARTICLE II: Purpose**

- 2.1 The CLUB shall be operated exclusively for the purposes set forth in the ~~charter of the CLUB~~ **Articles of Incorporation dated February 12, 1971**, "for the sole and exclusive use and benefit of its members without pecuniary gain or profit to its members, directors or officers" ~~and exclusively for the benefit of its Members and their families~~. The CLUB shall not be operated for profit.

**ARTICLE III: Designation and Election of Directors**

- 3.1 The Board of Directors shall consist of a minimum of 9 members.
- 3.2 The Board of Directors will maintain its level of 9 Members by the election of new Members in accordance with the By-Laws of the CLUB as vacancies occur. All newly elected Members of the Board will serve for two years and/or until their successors shall be elected and qualified.
- 3.3 Any Member of the Board of Directors who shall no longer be a Current Member shall no longer be a Member of the Board of Directors.

**ARTICLE IV: Directors**

- 4.1 Board of Directors Responsibilities:
  - a. Transact all CLUB business and make and amend rules for the regulation of the use of CLUB property.
  - b. Appoint and remove such officers, agents, servants, or employees as it deems necessary or appropriate, and fix their duties and compensations.
  - c. Elect Special and Senior Citizen Members.
  - d. Fix and impose penalties for violations of these By-Laws and the Rules of the CLUB.
  - e. Elect from the Board of Directors, a President, a Vice-President, a Director of Operations, a Secretary, a Treasurer, and a Director of Membership.
  - f. If necessary, create the offices of assistant secretary and assistant treasurer and **assistant director of operations and** appoint such offices one or more persons, who need not be Members of the Board.

- g. Constitute and appoint committees and define the powers and duties of the same.
  - h. Fill any vacancy in the Membership of the Board of Directors to serve until the normal expiration of the position being filled.
- 4.2 The Board of Directors shall designate the banks or other financial institutions in which the funds of the CLUB shall be deposited and determine the manner in which checks, drafts, and other instruments for the payment of funds of the CLUB shall be executed. The Board of Directors shall require that at least two officers **sign approve** all checks, drafts, or other instruments for the payment of money in excess of \$1,000.00, **whose expenditure has not been approved by the Board**, when drawn in the name of the CLUB. **Approval of payments in excess of \$1,000.00 shall be recorded in the monthly board meeting minutes.** Checks in the amount of \$1,000.00 or less may be signed by the treasurer alone or any other officer listed in paragraph 4.1(e) in the event of the absence of the treasurer.
- 4.3 The Board of Directors shall appoint a three-member audit committee **or Certified Public Accountant (CPA)** to review the **financial** records of the CLUB and report annually back to the Board of Directors prior to the filing of the annual tax return. ~~this committee report shall~~ **A summary financial P&L report shall** be made available to be reviewed by any Member upon written request to the President.
- 4.4 Board Meetings
- (a) The Board of Directors shall meet at least once each calendar month except for the months of September, December, and January and at such other times and intervals as it may deem necessary. **Meetings should be held in person at a decided location and open to all the membership. Attendance by teleconference or video conference is acceptable when is not feasible to meet in person due to weather or other circumstances that may arise.**
  - (b) Six (6) Members of the Board of Directors, inclusive of three (3) officers shall constitute a quorum.
- 4.5 In the event a question before the Board of Directors results in a tie vote which cannot be resolved, then all the absent Members of the Board shall be consulted, and their votes taken.
- 4.6 The Board of Directors shall have authority to borrow money and pledge the credit and/or assets of the CLUB; provided at least nine (9) members of the Board of Directors **inclusive of four (4) officers of the Board**, approve such action. Absent such approval, the proposed action shall be submitted to the membership for consideration.
- 4.7 Any Member of the Board of Directors may be removed from office by a majority vote of the Members present in person or represented by proxy at either an Annual Meeting or a Special Meeting called in accordance with these By-Laws.
- 4.8 Any action required by law to be taken at a meeting of the Board of Directors, or any action which may be taken at a meeting of the Board of Directors, may be taken without a meeting if consent in writing, setting forth the action to be taken, shall be signed by all of the Directors.

**ARTICLE V: Officers**

- 5.1 The officers shall be a President, a Vice President, a Director of Operations, a Secretary, a Treasurer, and a Director of Membership **who** shall be elected annually by the Board of Directors from among its members and shall hold office at the pleasure of the Board of Directors.
- 5.2 When deemed necessary by the Board of Directors, **designate** an assistant secretary, assistant treasurer, **and assistant director of operations who are not officers of the club, need not be members of the board, and shall be appointed by the Board of Directors at its pleasure.**
- 5.3 The President shall preside at the meetings of the members and of the Board of Directors. He or she shall be the administrative officer of the corporation. He or she shall appoint subject to confirmation by the Board of Directors, all standing committees, designating the chair thereof, and all special committees as may be directed. He or she shall be an ex-officio member of all committees.
- 5.4 The Vice President shall act in lieu of the President in the absence or disability of the President. Otherwise, he or she shall, under the direction of the President, attend to the business and financial operations of the CLUB. He or she shall be an ex-officio member of all committees.
- 5.5 The Director of Operations shall under the directions of the President attend to and maintain the entire facility including the security and personnel operations.
- 5.6 The Secretary shall send out notices of the meetings of the members and of the Board of Directors, shall keep the minutes, and shall attend to the correspondence pertaining to his or her office. The secretary shall perform such other duties as the Board of Directors may designate.
- 5.7 The Treasurer shall keep the accounts of the CLUB, collect its revenues, and pay its bills as approved by the Board of Directors. The treasurer shall deposit funds of the CLUB received by the Treasurer in the name of the CLUB in such depository as may be authorized by the Board of Directors. The Treasurer shall perform such other duties pertaining to the office of treasurer as the Board of Directors shall designate. The treasurer shall be an ex-officio member of all committees.
- 5.8 The Director of Membership shall send out all renewal notices, and other materials required to gain renewals or new members to the CLUB. The director shall be responsible for providing marketing materials to the Real Estate Agents conducting business in the neighborhood, For Sale By-Owner Homes, the Civic Association Welcome Committee, and the Neighborhood Newsletter to generate leads for future memberships. The Director of Membership shall maintain **an up-to-date membership list in the adopted spreadsheet format and update and keep current the clubs email distribution list as membership changes occur. The membership list of names should match those names found in the treasurers financial report of membership dues paid.**

- 5.9 The assistant secretary, assistant treasurer, **and assistant director of operations** shall perform such duties as may have been assigned them by the secretary, treasurer, or **director of operations** respectively, or by the Board of Directors.

#### **ARTICLE VI: Membership**

- 6.1 The Membership in the CLUB shall be composed of families some of whom reside within the Lockridge Forest subdivision located in Gwinnett County and DeKalb County, Georgia, and shall be divided into the following four classes:
- a. Family Membership: All households that pay full dues to the CLUB annually will be considered Family Members. This membership covers all individuals that reside within the home.
  - b. Single Person Household: This membership is allowed if the home is occupied by one person. Any additional person residing in the home will force the membership to be transferred to a Family Membership and the increased dues will be assessed.
  - c. Senior Citizens: At least one member residing in the home must have attained the age of at least 65 years of age by May 1st of the current year. Documentation may be required.
  - d. Special Membership:
    1. Membership in the Club offered to residents outside of Lockridge Forest Subdivision. These Special Memberships will be governed by the rules pertaining to Family, Single Person Household, and Senior Citizens membership.
    2. Such other individuals as the Board may temporarily approve for Membership upon the unanimous approval of the Membership committee.
    3. The membership of the CLUB should not exceed 50 **per cent** memberships from outside the neighborhood. **See paragraph 6.6.b**
- 6.2 The Board of Directors at the first meeting of the Board after each Annual meeting of the CLUB shall appoint a **3-person** committee **from among its board members or general membership** who shall constitute a Membership Committee for the ensuing year. This committee will work with the Director of Membership to plan and develop the strategy for retention and building the membership of the CLUB.
- 6.3 Prospective Members who make formal application and pay all initiation fees and current dues as prescribed by the Board of Directors will be considered Members of the CLUB
- 6.4 Pool Membership Revocation
- a. Any Member of any class may, for cause and after having been given an opportunity for a hearing, be suspended for a period of not exceeding three months by a two-thirds vote of the Members of the Board of Directors present at any meeting of the Board or expelled by a three-fourths vote of the entire Membership of the Board. Cause for suspension or expulsion, shall, in general, consist of a substantive violation of these By-Laws or of the Rules of the CLUB, or of gross conduct unbecoming a lady or gentleman.

- b. The Board of Directors may delegate to a Special Committee of the Board the power to suspend pool or tennis privileges for the violation of CLUB Rules and Regulations; provided such suspension does not exceed seven (7) days. A written report of such suspensions, containing reason(s) therefore, shall be submitted to the president within twenty-four (24) hours. A notice of such suspension written by the secretary and signed by the president shall be sent to the suspended member.
- 6.5 Miscellaneous Membership
- a. The Board of Directors at its discretion may extend the privileges of the CLUB to any person or persons residing with a Member, for a period not to exceed thirty (30) days.
  - b. The Board of Directors may by rule fix the terms and conditions upon which guests of Members may use the facilities of the CLUB.
  - c. Any property of the CLUB broken or damaged by a member of any class, or his or her guest, shall be promptly paid for by such member. No person shall take any article belonging to the CLUB away from CLUB premises **without permission from an officer of the club. Such removal or property is only on a defined temporary basis and must be returned in like or better condition or replaced at the members expense.**
  - d. In order for any member to vote on CLUB business, the member shall be one who has paid all initiation fees and dues in accordance with the CLUB's regulations.
- 6.6 In the event the total number of Memberships of the CLUB is 200 or less, and diligent effort has been made by the Membership Committee to obtain new Members from the Lockridge Forest Subdivision, the Membership availabilities which would be necessary to increase the total Memberships up to a total target of 250 may be offered and obtained in the following priority:
- a) By offering Memberships to Lockridge Forest Subdivision residents.
  - b) By offering available Memberships to residents outside of Lockridge Forest Subdivision and obtaining the proper approvals for each applicant as prescribed under these By-Laws. This procedure may be used to increase the Special Memberships above the 50 maximum, provided however, the maximum number of Special Memberships shall not exceed one half of the total Active Membership existing at the time of the offering. The number of Memberships of the CLUB shall be limited to the total number of persons dwelling in homes built in the Lockridge Forest Subdivision, plus fifty (50) additional Members.
- 6.7 A Member, upon selling his or her residence and moving out of the Lockridge Forest subdivision may continue their Membership or pay a transfer fee to transfer their membership to the new homeowner if all amounts owed to the CLUB are paid in full. The new member would be required to pay the current initiation fee as prescribed by the board of directors to continue the membership. The transfer fee is determined by the Board of Directors each year.

6.8 A list of Members shall be maintained by the Board of Directors at all times. Only such listed Members shall be entitled to use the facilities of the CLUB or to vote in elections or other votes reserved for the Membership in these by-laws.

#### 6.9 Liability

- a. The CLUB assumes no responsibility, and Members of any class nor their guests can have no claims against the CLUB, for any accident or injury to any person or their property.
- b. The CLUB assumes no responsibility, and members of any class nor their guests can have no claims against the CLUB, for the property of Members of any class, or any guest, which may be brought onto or left in the CLUB buildings or on its grounds.

#### 6.10 CLUB USE LIABILITY WAIVER

*Please read this information carefully and be aware that utilizing the Lockridge Forest Swim & Tennis Club (hereafter referred to as the "the Club" inclusive of the Club board members, pool management, or lifeguards) swimming pool and its amenities (hereafter referred to as the "Pool amenities"), you will be expressly assuming the risk and legal liability and waiving and releasing all claims for injuries, damages or loss which you, your family members, and your guests might sustain as a result of utilizing the Pool amenities.*

*I agree to familiarize myself, my family, or my guests with the rules of the Club Swimming Pool and agree to abide by them. I understand that the Club, the Club board members, the pool management, and lifeguards retain the rights to suspend or expel members from use of the pool and its amenities for failure to comply with the pool rules and Club bylaws.*

##### **DISCLAIMER CLAUSE**

*The Club, the Club board members, the pool management, and lifeguards are not responsible for any injury, loss, or damage of any kind sustained by any person while utilizing the swimming pool and pool amenities, including injury, loss or damage which might be caused by the negligence of the Club.*

##### **DESCRIPTION OF RISKS**

*I recognize and acknowledge that there are certain dangers and risks of physical injury while swimming.*

*I voluntarily agree to assume the full risk of any and all injuries, damages, or loss, regardless of severity, that I, my family or my guests may sustain as a result of using the Pool amenities. I further agree to waive and relinquish all claims I, my family and my guests may have as a result of using the Pool amenities against the Club, the Club board members, the pool management, and lifeguards.*

##### **ACKNOWLEDGMENT OF "SWIM AT YOUR OWN RISK"**

*During certain times, the swimming pool will be posted "swim at your own risk". This means that there will be no lifeguard on duty. As a member of Club, I, my family members, and guests understand and accept that no lifeguard will be available during these posted times of pool operation.*

- a. No pool member or guest under the age of 16 may swim at times posted "swim at your own risk" unless accompanied and supervised by a parent, legal guardian or adult (18 years or older) authorized by such parent or legal guardian.*

*INDEMNIFICATION AND RELEASE OF LIABILITY In return for the Club allowing me to voluntarily utilize its Pool amenities, I agree:*

*TO ASSUME AND ACCEPT ALL RISKS arising out of, associated with or related to my use of the Pool amenities.*

*TO BE SOLELY RESPONSIBLE FOR ANY INJURY, LOSS OR DAMAGE which I, my family, or my guests may sustain while using the Pool amenities.*

*TO INDEMNIFY AND HOLD HARMLESS the Club, Club board members, the pool management, and lifeguards from any and all claims, demands, actions and costs which might arise out of my use of the Pool amenities.*

- a. I understand and agree that this Agreement will have the effect of releasing, discharging, waiving, and forever relinquishing any and all actions or causes of action that I may have or have had, whether past, present or future, whether known or unknown, and whether anticipated or unanticipated by me, arising out of my use of the Pool amenities. This Release constitutes a complete release, discharge and waiver of any and all actions or causes of action against the Club, the Club board members, pool management, or lifeguards.*
- b. I understand and agree that this Agreement applies to personal injury, or wrongful death which I, my family members, or my guests may suffer, even if it is caused by the negligent acts or omissions of others.*
- c. I understand I am assuming full responsibility for any and all risk of death or personal injury on me, my family members or my guests while utilizing the Pool amenities.*

*I UNDERSTAND THAT THIS IS A LEGAL AGREEMENT. It is binding upon me as well as upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.*

- a. I have read and voluntarily AGREE TO TERM of this release and waiver of liability and indemnity agreement, on behalf of myself and any representatives, heirs and next of kin.*
- b. I understand and agree that this Agreement will be binding on me, my family members, my personal representatives, my assigns, and any guardian for family children.*
- c. I understand that I am agreeing to release, indemnify and hold the Lockridge Forest Swim & Tennis Club, the Club board members, pool management, or lifeguards.*

*harmless from any and all liability or costs, including attorneys' fees, associated with or arising from my use of the Pool amenities.*

#### **ALCOHOL POLICY WAIVER**

*The purchaser does hereby agree to indemnify the Club. and agrees to defend and hold the Club harmless from and against and to pay promptly on demand any and all claims, actions, loses, damages, disbursements, expenses (including, without limitation, attorney's fees and court costs) and other liabilities resulting from, relating to, or occasioned by the consumption of alcoholic beverages or admission of alcoholic beverages and their containers by the swimming pool members and/or their guests.*

#### **FREQUENT GUEST POLICY**

*You agree not to "share your membership" with another resident family or individual. No guest shall attend more than once per week. A guest is defined as all non-dues paying persons. Members having guests is included as part of their Membership fee, but frequently inviting the same guest is a violation of this policy and the Member may be required to pay a guest fee as determined by the current Board of Directors. Out of town friends or relatives do not fall under the 3-visit restriction. Caretakers or babysitters are not considered guests.*

#### **CHILD POLICY**

- a. It is expressly agreed that all use of the Club and the property on which the Club operates shall be undertaken by the Participant or Participant's Guest at his or her sole risk, and the Club shall not be liable for any injuries or any damages to Participant.*
- b. All children age 10 and under must be accompanied by an adult on Club facilities*
- c. I understand that my minor children must abide all Club rules to receive the privilege of using the pool without an adult when a lifeguard is on duty. Lifeguards have full Club Board Members support and authority to enforce pool rules and this policy. Lifeguards will give your child a warning if they are doing something wrong and for any further misbehavior the lifeguards may ask the minor to leave. All incidents involving minors, or any Unaccompanied Child Participant will be reported to appropriate Club leadership.*
- d. I agree that I have discussed this policy with my child / children, and we agree to the terms of this policy.*

### **ARTICLE VII: Dues and Fees**

#### **7.1 Membership Dues**

- a. The Board of Directors, by December 1<sup>st</sup> following the annual General Membership Meeting, shall establish dues for all Memberships for the ensuing year.**



- b. Dues shall be sufficient to provide for the necessary expenses of the CLUB and the proper maintenance and improvement of its property and such dues shall be payable by May 1 of each year.
  - c. No dues nor part thereof shall be refunded in the event that pool, tennis, or any other operations are required to be suspended for any period or otherwise altered by the Board of Directors.
- 7.2 The initiation fee shall be determined by the Board of Directors with a recommendation of the Membership Committee. In September 2019, the Board of directors voted to institute an initiation fee of \$750 but waive it ONCE for New Members.
- a. Starting with the 2020 membership year, previous members whose membership lapses may be required to pay the initiation fee (depending on circumstances for lapse), in addition to the applicable Family / Single / Senior renewal rate.
- 7.3 If the CLUB dissolves in any manner or for any cause, and in no other event, upon the effective dates of dissolution of the CLUB, the proceeds of the sale of the property of the CLUB after the payment of all of its just debts and obligations shall be made as follows. The surplus remaining after the payment of debts of the CLUB and the payment by each Member of all dues, debts, and other obligations then owing to the CLUB, shall be paid and distributed pro rata among Members of the CLUB, provided, however, that no part of the net earnings of the CLUB shall inure to the benefit of any Director, Officer, or Member.
- 7.4 Any Member who fails to pay an indebtedness to the CLUB before the 10th day of the month following that in which a statement of his or her indebtedness shall have been sent to the Member by the Treasurer, shall be notified that he or she may be suspended from the CLUB by the Board of Directors if such indebtedness shall not be paid within five (5) days thereafter. Any person thus suspended shall immediately be notified in writing by the Secretary of his or her suspension; and, if his or her other indebtedness shall not be paid within fifteen (15) days after the sending of such notice, he or she shall cease to be a Member of the CLUB. The directors, in their sole discretion, may reinstate any Member upon request and payment of all indebtedness to the CLUB or as the board may require.
- 7.5 Members shall be responsible for the payment of all charges or liabilities that may be imposed upon or incurred by Members of their families to whom privileges of the CLUB shall have been extended.
- 7.6 Replacement Reserve
- a. The board should take no less than 15% of the current year collected dues and ~~place them in a reserve account~~ designate such funds to cover necessary future club maintenance and improvements.
  - b. The board can approve spending up to the current year reserve amount plus any carry-over funds from prior year(s) for current year needed maintenance and improvements. If the amount needed is greater than the amount reserved, **and no funding method has been established and approved by the board of directors**, a special meeting of the members will be called in accordance with Article VIII Meetings.

- c. Approval of the expenditure greater than the current reserve **that results in a special assessment to the membership** must be approved by a 2/3s vote of the quorum as defined in Article VIII Meetings. In the event that the maintenance or improvement fails to receive a 2/3s affirmative vote, the maintenance or improvement will not be undertaken.

## **ARTICLE VIII: Meetings**

### 8.1 Annual Meeting

- a. The Annual Meeting of the CLUB shall be held during the month of September in each year, at such time and place as the Board of Directors may designate.
- b. The Annual Meeting shall be for the purpose of electing Directors, presenting committee reports, and transacting such other business as may be specified in the notice of meeting or properly brought before the Meeting.

8.2 Special Meetings of the Members may be called by the Board of Directors. Also, upon the written request of thirty (30) Members to the Secretary, stating the purpose therefore, Special Meeting shall be called by the Secretary, and held within five (5) days after receipt of such request.

### 8.3 Meeting Notice(s)

- a. Notice of the Annual Meeting of the Members shall be given by mail and/or email to the Members at least five (5) days prior thereto. The notice of the Annual Meeting shall include the names of the candidates nominated by the Nominating Committee.
- b. Special Meetings of the Members may be held on **fifteen (15) days'** notice by **USPS** mail and/or **five (5) days' notice via** email to all Members. The notice shall state the purposes for which the Special Meeting is called, and no other business shall be transacted.

8.4 Only Current Members shall be entitled to vote at meetings of the Members and may be represented by proxy if not able to attend in person. Voting may be by voice vote, but ten (10) Members, including those represented by proxy, shall have the right to demand voting by roll call. For the purposes of voting on any matter, each Member shall have one vote.

8.5 Thirty (30) Current **Membership families, with a minimum of one person of the membership family** present in person, or represented by proxy, shall, constitute a quorum at all meetings of Members.

8.6 Whenever in these By-Laws, notice to Members is required, the mailing and/or emailing such notices to the last known address and or email address of the Members shall constitute notice.

### 8.7 Board of Directors Meetings

- a. The Board of Directors shall hold its first monthly meeting following the Annual Meeting of the Members as promptly as practicable.
- b. The Board of Directors may, by resolution, establish from time to time a schedule of its meetings and rules for the conduct thereof.

- c. Special meetings of the Board of Directors may be called by the President; and shall be called by the Secretary upon the request of two Members of the Board.
- d. Each Member of the Board shall be notified of the regular monthly and Special Board meetings at least five (5) days before the date of the meeting, unless otherwise determined by the Board.

#### **ARTICLE IX: Nominations**

- 9.1 There shall be a Nominating Committee composed of five Members of the CLUB. Three Members shall be elected by the Board of Directors from the Membership at large; the other two shall be elected by the Board of Directors from among the Members of the board. All interim vacancies shall be filled by the Board of Directors.
- 9.2 Nominations may be made from the floor at the Annual Meeting to fill vacancies on the Board of Directors.

#### **ARTICLE X: Miscellaneous**

- 10.1 Any questions as to the meaning for proper interpretation of any of the provisions of these By-Laws shall be determined by the Board of Directors and shall be binding upon all Members.
- 10.2 Wherever any mention is made herein to age of Members, it shall be the age attained as of May 1 of the current year.
- 10.3 These By-Laws may be amended by two-thirds vote of the Members present in person or represented by proxy at any meeting of the Members, provided at least five (5) days' notice of such amendment by e-mail shall be given to each such Member.
- 10.4 Whenever any notice is required to be given under the provisions of the Georgia Nonprofit Corporation Act or under the provisions of the articles of incorporation of these By-Laws of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.
- 10.5 No part of any funds collected by the CLUB shall inure to the benefit of any Director, Officer, or Member of the CLUB.