

# BYLAWS FOR CEDAR PARK SWIM & RACQUET CLUB, INCORPORATED

As of June 10, 2020, incorporating all previous amendments and revisions

## Article I - Name

The name of the organization shall be **Cedar Park Swim & Racquet Club, Incorporated**, as provided in the Articles of Incorporation. It can be referred to in shorthand on the website and in promotions as simply Cedar Park Club.

## Article II - Purpose

The purpose for which this Association is formed is to promote the health and general welfare of its members and, in pursuance thereof, to construct, own, and operate a swimming pool and other recreational facilities, together with such incidental objects as are appropriate in the conduct of its activities, in the Park Manor Subdivision, County of DeKalb and State of Georgia, for the exclusive use of its member families on a non-profit basis.

## Article III - Definitions

For purposes of clarity, the following definitions shall be used in these bylaws:

- A. **The Club** shall mean Cedar Park Swim & Racquet Club, Incorporated
- B. **The Board** shall mean the Board of Directors of the Club.
- C. **A Director** shall mean a member of the Board; this includes the Officers of the Club.
- D. **The Principle Member** shall mean the head of a family unit.
- E. **A Member** shall mean each individual person in a family unit, including the principle member.
- F. **An Adult Member** shall be any member 18 years of age or older.
- G. **Membership** refers to the rights and responsibilities of everyone participating in the Club's activities.
- H. **A Family Membership** shall include all regular members of the household.
- I. **Pool Manager** can mean any Board member.
- J. **Certificate-holding Members** are those who have paid the optional \$500 certificate fee.

## Article IV - Membership

### Section 1 - Boundaries

Membership in the Club shall consist of family units, including all regular members of the household, approved by the Membership Committee. Said family units must reside within the following described boundaries.

- A. The Cedar Park Area: East Ponce De Leon Avenue on the north, Kelton Drive on the east, Central Drive on the south, and Rays Road on the west;
- B. The Oakengate Subdivision: Oakengate Drive, Woodpond Cove, and Wenlock Edge Cove.



## Section 2 - Guests

Guests may use the facilities of the Club subject to the rules and regulations of the Club and under the following conditions:

- A. That a fee be charged in the amount of \$2 per guest due at the time of use (envelopes are available in the pool log book).
- B. That guests are recorded in the pool log book.
- C. That Individuals residing within the geographical boundaries of the Club defined in Section 1A will NOT be permitted as guests.
- D. That any or all of the above conditions may be waived at the discretion of the Board for certain specific events.
- E. All guests must sign the waiver in the sign-in book.

## Section 3 - Certificates

A member joining the Club who has paid the \$500 certificate fee shall receive a virtual **Certificate of Beneficial Interest** (referred to hereafter as a Certificate), as evidence of membership. Certificates shall be transferable under the conditions set forth in Article V below. Only certificate-holding members may vote in membership polls, serve as an officer of the Club, and formally participate in membership meetings.

## Section 4 - Suspension and Expulsion

For just cause and after having been given the opportunity for a hearing, any member may be suspended or expelled from the Club. Suspension shall require a two-thirds (2/3) vote of the Board and shall be for a period of not more than two months. Expulsion shall require a three-fourths (3/4) vote of certificate-holding members present or represented by proxy at a duly called meeting.

- A. The President may delegate to the Pool Manager and/or lifeguards the authority to suspend pool privileges for the violation of Club rules and regulations. Such suspension may not exceed seven days
- B. For any suspension of pool privileges for more than one day, the Pool Manager must submit a written report to the President within 24 hours of the suspension, detailing the circumstances of the suspension

## Section 5 - General Provisions

- A. All members of the Club shall be accorded the facilities of the Club subject to those rules and regulations established and/or approved by the Board.
- B. Any property of the Club broken or damaged by a member or member's guest shall be promptly paid for by such member; reasonable wear and tear are excluded from this requirement.
- C. No person shall remove any property or articles belonging to the Club from the premises of the Club.
- D. The Club assumes no responsibility, and members and guests can have no claim against the Club, for any accident or injury to any person or property on the premises of the Club.
- E. The Club assumes no responsibility, and members and guests can have no claim against the Club, for any loss or damage to articles that may be brought into the premises of the Club.
- F. The Maximum number of family memberships in the Club shall be established at 155, residing within the boundaries established in Article IV, Section 1.



## **Section 6 - Dissolution**

In the event of the dissolution of the Club, according to the Articles of Incorporation, in any manner or for any cause, and in no other event, the following procedures shall apply:

- A. The Certificate shall be a lien upon the proceeds from the sale of the Property of the Club after payment of all its just debts and obligations, to the extent of the then value of the Certificate.
- B. After payment for Certificates outstanding upon the effective date of dissolution of the Club, any remaining surplus shall be paid and distributed per capita among the principle members of the Club.

## **Section 7 - Indebtedness**

- A. Upon cessation of membership for any cause, all indebtedness owed to the Club by a member shall be a lien upon and charges against his/her Certificate, and said Certificate may be taken over by the Club to satisfy such indebtedness. In the event of the Club being unable to obtain possession of the Certificate, it may be canceled on the books of the Club after ten (10) day's notice by registered mail, and a new Certificate issued in place thereof to a newly accepted member upon payment by said member to the Club of the then value of such a Certificate as fixed by these bylaws.
- B. In case of the enforcement of a lien as above herein provided, neither the signature of the holder of such Certificate nor the delivery of the bond shall be requisite to perfect the transfer to the Club or to a new possessor, and the Treasurer of the Club for the time being is hereby authorized, as the attorney of the holder of such Certificate, to make such transfer. Each Certificate issued is expressly subject to the provisions of this section and to those of Article V below.

## **Section 8 - Charges and Liabilities**

The principle member shall be responsible for the payment of all charges and liabilities that may be imposed upon or incurred by members of his/her family to whom the privileges of the Club shall have been extended, and for all charges and liabilities imposed upon or incurred by his/her guests.

## **Section 9 - Sponsored Members**

Families residing outside the boundaries defined in Section 1 of this article, may be sponsored for annual membership by a member in good standing. The annual fee shall be \$375.00 per year. Sponsored members are subject to all Club Rules and are entitled to full use of Club Facilities but are not eligible to vote, serve as an officer of the Club, or formally participate in membership meetings.

## **Article V - Transfer of Membership**

A member may transfer his/her Certificate only through the Club, and only under the following conditions:

- A. Transfer of membership must have the approval of the Membership Committee and the Board.
- B. No transfer may be made to any person or family residing outside the geographical boundaries of the Club.
- C. A member may offer to the buyer of his/her present home the option to purchase the member's Certificate from the Club. The member must notify the Board in writing within 30 days after selling the home.



# **Article VI - Dues and Fees**

## **Section 1 - Certificate Fee**

The cost of a virtual Certificate shall be \$500.00. As of March 21, 2019, the Certificate fee will be optional. Only certificate-holding members may vote in membership polls, serve as an officer of the Club, and formally participate in membership meetings.

## **Section 2 - Annual Dues and Fees**

- A. Members who joined after March 21, 2019, must pay \$375.00 per household, payable April 1st of each year. Also payable at this time are any fees from the preceding calendar year, as shown on the statement.
- B. Members who joined before March 21, 2019 and who have paid the \$500 certificate fee, described in Section 1 above, are entitled to the previous pricing model where annual membership dues consisted of \$130.00 per primary member (2 maximum) and \$55.00 for each additional member. As with paragraph A above, dues shall be payable April 1st of each year. Also payable at this time are any fees from the preceding calendar year, as shown on the statement.
- C. A maintenance fee of \$150.00 per family membership shall be payable in conjunction with the payment of annual dues. However, such fee may be offset by each adult member performing at least four hours of cleanup, repair, and/or other approved work on behalf of the Club during the current year. In order to offset this fee, members must accurately record their activity using the methods provided by the Board.
- D. Should either of the above not be paid prior to May 1st, an additional \$25.00 late fee will be charged.
- E. No principle member or member of a family unit may use the Club facilities until annual dues and fees are paid, and any principle member failing to pay the annual dues and fees shall forfeit his/her right to use the Club facilities.
- F. No dues, nor part thereof shall be refunded in the event that the pool or other Club facilities are required to be suspended for any period or any reason.
- G. All dues, fees, and other charges mentioned herein and hereafter are exclusive of taxes, if any, imposed by federal, state, or other governmental bodies or agencies.

# **Article VII - Fiscal Year**

The fiscal year of the Club shall be the twelve-month period beginning January 1st of each year and ending December 31st of that year.

# **Article VIII - Quorum, Majority, and Voting**

## **Section 1 - Quorum**

Twenty-five percent of the number of principle certificate-holding members shall constitute a quorum for the conduct of business at all meetings, whether annual or special, in-person or digital.

## **Section 2 - Majority**

A majority shall mean fifty percent plus one for the purpose of majority determinations.



## Section 3 - Voting

Each family unit holding a Certificate shall be entitled to one vote. This vote must be cast by an adult member of the family unit. Written proxy votes will be accepted.

# Article IX - Meetings

## Section 1 - Annual Meetings

The annual meeting shall be in the Fall of each year, and shall be for the purpose of electing Directors, presenting committee reports, and transacting such other business as may be brought before it. Specific time and place shall be determined by the Board, and **Robert's Rules of Order**, as revised, shall govern the proceedings.

## Section 2 - Special Meetings

Special meetings of the Club may be called by the Board. A special meeting will also be called by the President within 30 days upon receipt of a written request for such meeting signed by ten (10) or more principal members and stating the purpose of such a meeting.

## Section 3 - Notice

Written notice via email of all meetings shall be provided to the members at least seven (7) days prior thereto. All such notices shall include an outline of proposed business to be conducted. In addition, notice of the Annual Meeting shall include names of persons nominated as Directors by the Nominating Committee. At the Annual Meeting, all business matters brought up by the membership may also be acted upon. Business to be conducted at special meetings will be limited to those items contained in the notice.

# Article X - Board of Directors

## Section 1 - Number of Board Members

The Club shall be governed by a Board of Directors, who shall be accountable to the membership for the management of the Club.

## Section 2 - Tenure

- A. At the first Annual Meeting, Directors shall be elected.
- B. Any Director may be removed from office by a majority vote at either an Annual Meeting or a special meeting called in accordance with these bylaws.
- C. Any Director who shall cease to hold active membership in the Club automatically shall cease to be a Director.
- D. Individuals may be appointed by the Board to fill vacancies created by paragraphs B and C above. Such appointments shall be for the period until the next Annual Meeting, at which time elections shall be held to fill the remainder of any unexpired terms, as well as for the positions of those Directors whose terms are expiring normally.



## Section 3 - Duties

Consistent with these bylaws, the Board of Directors shall:

- A. Elect, from the Board, the Officers.
- B. Transact all Club business other than that designated to the various committees.
- C. Fix, impose, and remit penalties for violations of these bylaws and other rules and regulations of the Club.
- D. Accept as members those persons recommended by the Membership Committee.
- E. Communicate significant updates via email and the website.

## Section 4 - Indemnity

Each person who acts as a Director of the Club shall be indemnified by the Club against expenses incurred by him/her in connection with the defense of any action, suit, or proceeding to which he/she is made a party by reason of being or having been a Director, except in relation to matters as to which he/she shall be adjudged in such action, suit, or proceeding to be to be liable for gross negligence or willful misconduct, and except any sum paid for the Club in settlement of an action, suit, or proceeding based on negligence or willful misconduct in the performance of his/her duty.

# Article XI - Officers

## Section 1 - Officers and Tenure

The officers shall consist of President, Vice-President, Secretary, and Treasurer, who shall be elected annually by the Board from among its members, and who shall hold office until their replacements have been elected. All officers shall serve without compensation.

## Section 2 - Duties of Officers

- A. **The President** shall preside at the meetings of the Club and of the Board. He/she shall be administrative officer of the Club, and shall appoint individuals to fill any vacancies on the Board. He/she shall appoint, subject to confirmation by the Board, all committee chairs, who shall in turn appoint committee members. The President shall be an ex-officio member of all committees.
- B. **The Vice-President** shall, in the absence or incapacity of the President, act in his/her stead. The Vice-President shall, at the direction of the President, attend to such business as may be delegated by the President, and shall also be an ex-officio member of all committees.
- C. **The Secretary** shall send out such information to the membership as may be required, including notice of all meetings; keep the minutes of all meetings of the membership and of the Board; and attend to all general correspondence of the Club.
- D. **The Treasurer** shall attend to keeping the accounts of the Club, collecting all revenues other than membership fees and paying the Clubs bills as approved by the Board. He/she shall deposit funds received in the name of the club.



# Article XII - Rules and Regulations

## Swimming Rules

- **Anyone who swims in the pool must sign the waiver.** The waiver form is located within the pool log book. There are no lifeguards on duty and it is strictly swim at your own risk.
- **Anyone entering the pool area is required to sign the pool log book.** Children under 15 must be accompanied by an adult over 18 at all times.
- **Only household members listed on the membership are permitted to have a gate key.**
- **The facilities may only be used by members in good standing and their guests.** A guest fee of \$2 per guest is due at the time of entry. Envelopes for payment are available in the pool log book. Payment should be sealed and slid beneath the locked door across from the bathrooms.
- **No glass containers** are permitted in the pool area.
- **No pets** shall be permitted in the pool area or on the tennis courts.
- **Babies must wear waterproof swim diapers** at all times. Parents are responsible for immediately notifying a board member if there is a diaper accident.
- **No disruptive or hazardous behavior.** This includes running, pushing, wrestling, horseplay, abusive language, foul language, and loud music. No swimmer may enter the pool with open cuts and/or bandaged areas.
- **Proper swimming attire must be worn.** Cut-off shorts are not permissible.
- **All food and drink must be kept away from the pool's edge.**

## Hours of Operation

The general operating hours are from sunrise to sunset, seven days a week. The pool season extends from Memorial Day weekend through Labor Day weekend, but may be adjusted by the Board.

The pool will be closed when necessary for maintenance and also during inclement weather. Swimmers may not return to the water until 15 minutes after the last evidence of dangerous weather/lightning. Members, guests, and staff must seek shelter if thunder is heard or lightning is seen. Please note that the safest place during a storm is away from the pool (as there is water, electricity, and metal fencing). It is suggested that members leave the pool area to wait in their cars or walk home, if safe. In cases of continuous inclement weather and if forecasts predict further storms, the pool will be closed. The Board will try to contact members by email or phone if the pool must close for more than a day for any reason.

## Guest Policy

A guest fee of \$2 per guest is due at the time of entry. Envelopes for payment are available in the pool log book. Payment should be sealed and slid beneath the locked door across from the bathrooms. Guests must sign the waiver located in the pool log book.

People living within the Club's geographical boundaries (Ponce de Leon Avenue, Kelton Drive, Central Avenue, and Rays Road) may not use the Club facilities as guests; they can however attend parties hosted by members' families. Any member who brings a non-member who resides within the Club boundaries into the facility as a guest will be liable to a fine, the amount to be determined by the Board.



## Party Reservations

The deck, pool, and tennis courts may be reserved on a first-come basis for parties. Please make reservations one week in advance. Bringing 5 or more guests per member to the facility constitutes a party and requires a reservation. Reservations can be made by contacting [cedarparkclub@gmail.com](mailto:cedarparkclub@gmail.com). Please read the party guidelines below carefully.

- Use of the facility for parties is free of charge to certificate-holding members (the \$500 certificate fee must be paid in full). Non-certificate-holding members must also pay a \$75 party rental fee.
- There is a \$50 cleaning deposit required for any reservation. It must be paid one week prior to the event. This deposit is fully refundable if all trash is disposed in appropriate containers and the facility is left in its original condition.
- If reserving the pool, you must hire and pay a lifeguard. Please contact Pam Bips (404.294.5237) for more information.
- A maximum of 75 party guests are allowed. There must be a minimum of one adult for every 8 children (under the age of 21 ).
- Parties on Sunday through Thursday evenings must end by 10 pm. Parties on Friday and Saturday nights must end by 11 pm. The facility must be cleared by midnight.
- Music played during parties must not be loud enough to disturb neighbors living near the facility.

**The rules and regulations in Article XII are subject to change.** The Board shall be empowered to make, change, or discontinue any or all rules and regulations as may be necessary from time to time for the proper, safe, and efficient use of Club facilities and resources and for the conduct of the membership and their guests. These rules and regulations shall be made known to the membership by posting, publication and distribution, and/or other means as determined.



# Bylaws, Waiver of Liability, and Indemnity Agreement

The purpose of this Agreement is to exempt, waive, and relieve the "Releasees" identified below from any and all liability, claims, losses, costs or damages, including for personal injury, property damage or wrongful death, associated with your use, or the use by any children or other persons for whom you are responsible, of the Recreational Facilities (including but not limited to the pool park, playground and tennis courts) and your participation in associated recreational activities.

The "Releasees" include (1) the Cedar Park Club and its members, representatives, officers, administrators, directors, agents, employees and volunteers, (2) other participants in the recreational activities, and (3) the owners and lessors of the premises on which the recreational activities take place.

IN CONSIDERATION of being permitted to use the pool and other recreational facilities located at **Cedar Park Swim & Racquet Club**, located at 4555 Cedar Park Drive, Stone Mountain, Georgia, the undersigned, individually and for the undersigned's personal representatives, assigns, heirs, and next of kin, agrees as follows:

1. I have read the entire agreement entitled *BYLAWS FOR CEDAR PARK SWIM & RACQUET CLUB, INCORPORATED* and I agree to all terms and conditions within.
2. I acknowledge, agree, and represent that I understand the nature of recreational activities, including but not limited to swimming and tennis, and that I am in proper physical condition to participate in such activities. I acknowledge, agree and warrant that if at any time I believe conditions to be unsafe; I will immediately discontinue further participation in the recreational activity. I acknowledge, agree, and represent that I am and shall be at all times fully responsible for the supervision, health, safety, care and conduct of all children and other persons for whom I am responsible while such persons are engaged in the recreational activities.
3. I fully understand that (a) RECREATIONAL ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH; (b) these risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the recreational activities, the condition in which the activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED ABOVE; and (c) there may be other risks and losses either not known to me or not readily foreseeable at this time. I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the recreational activities and use of the Recreational Facilities.
4. I HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the RELEASEES FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.



List the household address where your members reside:

STREET ADDRESS	CITY	STATE	ZIP CODE
PRIMARY POINT-OF-CONTACT NAME	THEIR PHONE NUMBER		

To be signed by all participants over the age of 18:

SIGNATURE	PRINTED NAME	EMAIL ADDRESS	DATE
SIGNATURE	PRINTED NAME	EMAIL ADDRESS	DATE
SIGNATURE	PRINTED NAME	EMAIL ADDRESS	DATE
SIGNATURE	PRINTED NAME	EMAIL ADDRESS	DATE
SIGNATURE	PRINTED NAME	EMAIL ADDRESS	DATE
SIGNATURE	PRINTED NAME	EMAIL ADDRESS	DATE

Identify all minors/children/or other persons for whom you are responsible

NAME	RELATIONSHIP	DATE OF BIRTH
NAME	RELATIONSHIP	DATE OF BIRTH
NAME	RELATIONSHIP	DATE OF BIRTH
NAME	RELATIONSHIP	DATE OF BIRTH
NAME	RELATIONSHIP	DATE OF BIRTH