

# Bylaws

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**AMENDED AND RESTATED BYLAWS**

**OF**

**NORTHCREST SWIM CLUB, INC.**

Ratified October 2020

*Northcrest Swim and Tennis Club*

Northcrest Swim Club, Inc.  
A Not-For-Profit Organization [501(c)7]  
3524 Bowling Green Way, Atlanta, Georgia, 30340

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## **ARTICLE I: NAME**

This association is a corporation established under the laws of the State of Georgia and called “Northcrest Swim Club, Inc.”, and hereinafter referred to as “The Club.”

## **ARTICLE II: GOVERNMENT**

### **Section 1: Board of Trustees**

The government and management of The Club are confined to a board consisting of the President, Vice-President, Secretary and Treasurer and up to nine other Trustees to fulfill responsibilities as specified in Article IV.

### **Section 2: Board Member Term of Duty**

At the annual meeting in 1983 of The Club, the members elected six members of the Board of Trustees for two-year terms of office. At the annual meeting of The Club in 1984, the members of The Club elected five members of the Board of Trustees to serve for a term of two years. At each annual meeting thereafter, the members of The Club shall elect the number of trustees required to fill vacancies on the Board of Trustees created by the expiration of terms or other vacancies. Each regular term shall be for a period of two years. A member of the Board of Trustees shall be eligible to succeed himself.

### **Section 3: Board Member Termination of Duty**

If any member of the Board of Trustees who shall absent himself from two consecutive regular board meetings, unless he has previously obtained permission to do so from the Board of Trustees, with good cause approved by the Board of Trustees, the Board of Trustees shall have the right to elect a new member. The Board of Trustees shall have the right to elect a new member to fill a vacancy that might occur for any reason; the new member’s term shall expire at the next annual meeting.

### **Section 4: Club Meetings**

The Board of Trustees shall meet at least once a month during the months of January through December of each year and at such other times and intervals as they may deem necessary.

### **Section 5: Board Meeting Quorum**

A majority of the members of the Board of Trustees shall constitute a quorum for any meeting.

### **Section 6: Annual Meeting Quorum**

The members of The Club present at the annual meeting of The Club shall constitute a quorum for conducting the business of The Club.

## **ARTICLE III: BOARD OF TRUSTEES**

### **Section 1: Duties of Trustees**

Consistent with these by-laws, the Board of Trustees shall receive and be responsible for:

- A. Compensation will be given to all board members in the amount of 35% deduction for President and 25% for all other Trustees from the dues in the year he/she serves the Northcrest Swim and Tennis Club. Only one deduction is allowed per household membership.
- B. The president shall have served at least one year on the Board of Trustees before his or her election.
- C. Transact all Club business and make and amend rules, policies and regulations for the use of Club property. It may appoint and remove such officers, clerks, agents, or employees as it may deem necessary and may fix duties and compensations.
- D. Fix, impose and remit penalties for violations of these by-laws and the rules, policies and regulations of The Club.
- E. Constitute and appoint committees and define the powers and duties of these committees.
- F. Prepare and approve an annual budget for The Club and make a copy available to all Club members.

### **Section 2: Trustee Bank Duties**

The Board of Trustees shall designate the bank or banks in which the funds of The Club shall be deposited and determine the manner in which checks, drafts or other instruments for the payment of funds of The Club shall be executed. The President or Treasurer shall sign all such checks, drafts or other instruments for the payment of the money drawn in the name of The Club.

### **Section 3: Trustee Expenditure Requirements**

Any member of the Board of Trustees shall submit non-budgeted spending for approval by 2/3rds of the Board of Trustees. All expenditures should be routed through the board for review. The Treasurer must verify any spending is within budgetary means.

### **Section 4: Northcrest Audit Requirement**

The Board of Trustees shall cause the books of The Club to be audited every two years by an audit committee selected by the Board of Trustees. The report of the auditors shall be made available to the members. The audit shall be completed by December 31<sup>st</sup> of the year required.

### **Section 5: Trustee Removal from Service**

Any member of the Board of Trustees may be removed from office by a majority vote of the membership present in person or represented by proxy at either an annual meeting or special meeting called in accordance with these by-laws.

## **ARTICLE IV: OFFICERS**

### **Section 1: Board Positions and Duties**

The President shall establish the agenda for all board meetings and determine that all necessary positions on the Board of Trustees are filled, including: Vice President, Treasurer, Secretary, Tennis, Communications, Swim Team, Social, Membership, Pool Maintenance, Grounds Maintenance, and any other responsibilities as determined by the Board.

- A. Tennis coordinator who shall coordinate activities involving use of the tennis courts, and shall serve as a liaison between the Board of Trustees and any Atlanta Lawn Tennis Association Team (ALTA) and/or United States Tennis Association (USTA) Team that may use the courts and/or any private Tennis Pro the board enters an agreement with.
- B. Swim Team Coordinator who shall coordinate the activities of the Swim Team and shall serve as a liaison between the Swim Team, when one exists, and the Board of Trustees.
- C. Social Chairperson who shall coordinate the social activities of The Club and the use of the pool, pavilion or grounds for parties.
- D. Membership Chairperson who shall keep an up-to-date list of the membership, solicit applications from prospective members, send welcome packet/email to new members, and create/mail annual invoices if needed.
- E. Maintenance Chairperson who shall coordinate the day-to-day maintenance of the club and the managing, hiring and scheduling of lifeguards.
- F. Grounds Maintenance Chairperson who shall coordinate the day-to-day maintenance of the grounds and shall coordinate activities involving use of the athletic fields.
- G. Communications Chairperson who shall coordinate the communications of announcements the board wishes to disseminate through email and social media..
- H. Vice-President who, in the President's last year of office, will train with the President to assume the role of President the following year, and who will also perform the duties as described in Article IV, Section 2.
- I. Supply Management Coordinator who shall maintain supplies and refreshments. They also proactively order supplies for events and our Tiki Hut.
- J. Member At Large who shall act as a liaison to the general membership. Duties change as defined in organization bylaws or as needed to fulfill board requirements and address overall organizational goals.

K. Secretary who shall perform the duties as described in Article IV, Section 3.

L. Treasurer who shall perform the duties as described in Article IV, Section 4.

#### Section 2: Vice-President Duties

The Vice-President in the absence or disability of the President shall act in his/her stead and shall serve as acting President.

#### Section 3: Secretary Duties

The Secretary shall send out the notices of the meetings of The Club and of the Board of Trustees, keep the minutes of all meetings and attend to the correspondence pertaining to his/her office. The Secretary shall keep an up-to-date copy of the rules, policies and regulations of The Club and shall be the custodian of the official documents of The Club. The Secretary shall perform such other duties pertaining to his/her office as may be asked of him/her by the Board of Trustees.

#### Section 4: Treasurer Duties

The Treasurer shall keep accounts of The Club, collecting its revenue and paying its expenses. The Treasurer shall deposit funds of The Club received in the name of The Club in such depository as may be authorized by the Board of Trustees. The Treasurer shall prepare financial statements consisting of balance sheets and income statements monthly and present to the Board of Trustees at the next monthly meeting; mandatory reports to the federal and state governments must be filed on time; and such other duties pertaining to his/her office as may be asked by the Board of Trustees. In addition, the treasurer shall be required to approve all Club expenditures made by any board member before the said board member makes a commitment to spend club funds.

### **ARTICLE V: MEMBERS**

#### Section 1: Membership (Club Capacity)

Membership in The Club shall consist of the maximum of 200 memberships. If there is a possibility that memberships will exceed 200 in any given year, The Board shall evaluate the number of memberships to determine if more can be accepted. The Board may create a waiting list for future memberships beyond 200.

#### Section 2: Members, Suspension and Expulsion from Club

Any member may, for cause and after having been given an opportunity for a hearing by the Board of Trustees, be suspended not exceeding three months by a two-thirds vote of the members of the Board of Trustees present at any meeting thereof, or expelled by three-fourths vote of the membership present at an annual or special meeting of The Club.

Cause for suspension or expulsion shall consist of violation of these by-laws, the rules, policies or regulations of The Club as well as crimes against The Club. Crimes against the club shall encompass hostile acts or comments toward any club member.

Expulsion from The Club shall result in automatic forfeiture of all privileges of membership without right to recover fees paid.

### Section 3: General

- A. All active members of The Club shall be accorded the use of the facilities of The Club subject to the by-laws, rules, policies and regulations of The Club. Any active member is one whose dues are paid in full, is in good standing with The Club, and has signed and submitted a Club Waiver either online or in paper form. See Article V, Section 3, Paragraph F for more information on The Club Waiver.
- B. The Board of Trustees shall, by policy, fix the terms and conditions upon which guests or active members may use The Club facilities. This applies to all membership levels and types defined by the Board.
- C. Any property of The Club that is broken or damaged by a member or his guest shall be paid for promptly by such member. No person shall take any article belonging to The Club. See Article V, Section 2 for more information on suspension and expulsion from The Club.
- D. The Club assumes no responsibility for the property of members and their guests. Members or their guests have no claim against The Club for the property of the members or any guest which may be brought into or left in The Club buildings or on the grounds.
- E. The Club assumes no responsibility for the well being of members and their guests. Members or their guests can have no claim against The Club for any accident or injury to any person or property. See Article V, Section 3, Paragraph A, stating that all Club members submit a signed Club Waiver.
- F. The Club Waiver shall be submitted each year with membership dues. All adult members of a membership must sign the waiver. The Club Waiver states the following:

“Unsupervised Swim Policy: On behalf of myself, my family members and guests I bring to The Club, I/we acknowledge that I/we have read, understand and shall abide by The Club’s established member guidelines and pool rules. I/we further agree that I/we are responsible for ensuring that any guests I/we bring to The Club also abide by said rules. I/we understand that swimming without a lifeguard present constitutes a risk, and that I am solely responsible for my safety and for the safety of my family members and guests. I/we further understand that no one is to ever swim alone. I/we shall further indemnify, defend, and hold harmless Northcrest Swim and Tennis Club and its officers, directors, volunteers, employees and agents from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorneys’ fees (collectively, “Claims”), arising solely out of or solely caused by any member of my/our family’s or our guest’s acts, omissions, negligence or willful misconduct in connection with the provision and use of Northcrest Swim and Tennis Club’s facilities.”



## **ARTICLE VI: FEES**

### **Section 1: Membership Dues (General)**

- A. The Board of Trustees shall set the annual dues for the coming year during its first meeting after January 1. The dues shall be sufficient to provide for the necessary maintenance expenses of The Club, operating expenses, the improvement of the property of The Club and the amortization of any debts of The Club. Such dues shall be payable by May 1<sup>st</sup> of each year. If dues are postmarked after the due date as determined by the Board of Trustees, a late fee may be assessed. If not received by June 1<sup>st</sup>, Club privileges will be suspended until dues are received. An extension of the dues deadline may be granted at the discretion of the Treasurer if a written extension request is received by May 15. The Board of Trustees may determine a discount for early payment of dues; The Board will determine the early payment due date each year. This discount, if any, will be approved on a year-by-year basis.
- B. The Board of Trustees may increase the annual dues at the rate of up to 10% per year of the current effective dues in any one calendar year, not to be retroactive, and without the approval of the membership.
- C. In the event a new member joins The Club after July 15<sup>th</sup>, the annual dues for the balance of that year would be half the price of full membership base fee as defined for that year. There is no discount to the initiation fee. There is no discount for returning members.
- D. No part of the initiation fee or annual dues will be refunded in the event that Club or pool operations are required to be suspended for any period or if a family moves from the Northcrest area after June 1<sup>st</sup>.
- E. At the discretion of The Board, a maintenance fee may be charged on a yearly basis to help offset the costs for upkeep of The Club. The Board may determine if members' volunteerism could offset this fee; this will be determined on a yearly basis by The Board.
- F. An initiation fee may be charged to new members. The Board of Trustees shall determine the amount and the payment schedule of an initiation fee. The Board may also decide to waive the initiation fee on a yearly basis for new members.
- H. In situations where a current member of The Club in good active standing is a landlord, the initiation fee for his/her tenants may be waived at the discretion of The Board. However, tenants must pay full membership dues, and are not permitted to join The Club under the landlord's membership. If tenants join with an initiation fee waived, they will not be considered new members. Also, as explained in Article VI, Section 3, memberships are not transferable; so tenant's dues may not be passed to a new tenant.

## Section 2: Founding Members

Earlier members of The Club were issued membership certificates that had certain redemption rights. The redemption rights of any membership certificates which are still outstanding will continue to be honored subject to the following:

- 1) A membership certificate shall not be transferable.
- 2) Except for payment as hereinafter provided, each certificate shall become null and void upon the date that the holder thereof ceases to be a member of The Club for any reason.
- 3) In the event of the dissolution of The Club, in any manner or for any cause, upon the effective date of dissolution, certificates shall be a lien upon the proceeds of the sale of the property of The Club after payment of its just debts and obligations to the extent of the then value of the certificates as fixed by these by-laws, subject to set off of all debts, dues and obligations owed by the holder of the certificate.
- 4) Upon cessation of membership for any cause, all indebtedness owing to The Club by a member shall be a lien upon and charged against his certificate, and the 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, the certificate may be cancelled on the books of The Club.
- 5) In case of the enforcement of a lien, as stated herein, neither the signature of the holder, nor the delivery of the certificate shall be a prerequisite to perfect the transfer to The Club of that certificate, and the treasurer of The Club is hereby authorized, as the attorney for the holder of such certificate, to make such transfer.
- 6) If The Club membership is full, and prospective members are on a waiting list to apply for membership, The Club may have the option to buy back any of the original certificates from any member who has applied in writing to the Board of Trustees. The certificates can only be retired up to the number of new members available and if The Club has funds available at that time.
- 7) To be eligible to have a certificate redeemed, a member must be in good standing and have a letter of intent to redeem the certificate on file with the board prior to April 1 of the year in which the certificate is to be redeemed. Action should be taken on the request for redemption prior to the pool opening date for that year, on a first come, first serve basis and each transaction is subject to board approval.

### Section 3: Membership Transfer

Membership shall not be transferable.

### Section 4: Club Dissolution (Asset Payout)

Upon dissolution of The Club, on the effective date of the dissolution of The Club, the surplus remaining shall be paid and distributed in equal shares among the memberships existing on the effective date of the dissolution of The Club.

### Section 5: Members Fee Obligation

Members shall be responsible for the payment of all charges or liabilities that may be imposed upon or incurred by members of their family to whom the privileges of The Club shall have been extended and for all charges and liabilities imposed upon or incurred by guests of the members.

### Section 6: Initiation Fee

Initiation fee will be waived for former Club members who wish to resume their membership. They must have been inactive for no more than two (2) years and be in good standing with The Club. They will not be considered new members. This courtesy will be allowed only one time per membership.

### Section 7: Members (Non-dependent Children)

Each non-dependent child of a current member family shall be eligible to join The Club as a separate family unit and shall be exempt from paying the initiation fee. They will not be considered new members.

### Section 8: Members (Unrelated Adult Members)

Unrelated adults who do not live together in one household shall be eligible to join The Club under a new membership. This membership household must be outside the two-mile radius of The Club. And, in these particular situations, the number of adults joining under one membership shall be limited to four persons.

## **ARTICLE VII: MEETINGS**

### Section 1: General Information

- A. The annual meeting of The Club shall be held in the fall or winter of each year, after the swim season, at such place and time as the Board of Trustees determine.
- B. The annual meeting shall be for the purpose of electing trustees, presenting financial reports, the annual budget and a report by the activities of the trustees, and for the transaction of such other business as may be indicated in the notice or may be brought before it.

- C. The newly formed Board of Trustees shall hold its first meeting following the annual meeting of the members in each year. The first meeting must be prior to the following year.
- D. The Board of Trustees may, by resolution, establish from time to time a schedule of its meeting and rules of conduct thereof.
- E. Special meetings of the Board of Trustees may be called by the President and shall be called by the Secretary upon the request of two members of the Board.
- F. Notice of the regular monthly and special board meetings shall be via phone or e-mail by The Board.

#### Section 2: Special Meetings

The Board of Trustees may call special meetings of The Club. Also, upon a written request of 10% of the active membership (1 vote per membership) to the Secretary stating the purpose therefore, a special meeting shall be called by the Secretary within 30 days.

#### Section 3: Notice of Meetings (Annual Meeting)

- A. Notice of the annual meeting shall be communicated at least seven days in advance prior thereto. Methods of announcing the annual meetings are acceptable as follows: Posting on the pool grounds, posting on The Club's website, via email, and via social media.
- B. Special meetings of The Club may be held on seven days notice by mail or email to all members. The notice shall state the purpose for which the special meeting is called and no other business shall be transacted, except by a 2/3 vote of the members present.

#### Section 4: Voting Rules

Only active members (1 vote per membership) shall be entitled to vote at meetings of The Club. Any membership may be represented by proxy if a member is not able to attend in person. Voting may be by voice; however 10% of the active members present, including those represented by proxy, shall have the right to demand voting by roll call.

#### Section 5: General Membership Quorum

The members present shall constitute a quorum at all Club meetings.

#### Section 6: Members Notice for Meetings

When the by-laws require a notice to members, the mailing and/or emailing of such notice to the last known address and/or email address of the member shall constitute notice.

### Section 7: Nominations to the Board

Nominations to the Board of Trustees are to be made by a nominating committee assigned by the President or may be made from the floor at the annual meeting.

## **ARTICLE VIII: MISCELLANEOUS**

### Section 1: Board Member Indemnification

Each person who acts as a trustee or officer of The Club shall be indemnified by The Club against expenses actually and necessarily incurred by him in connection with the defense of any action, suit or proceeding in which he is made party by reason of his being or having been a trustee or officer of The Club, except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct in the performance of his duties.

### Section 2: Robert's Rules of Order

The rules contained in Robert's Rules of Order Revised shall govern The Club in all cases to which they are applicable, and in which they are not inconsistent with the by-laws of this Club. Any questions as to the meaning for property interpretation of any of the provisions of these by-laws shall be determined by the Board of Trustees.

### Section 3: By-Laws Amendment Process

These by-laws may be amended by two-thirds (2/3) vote of the active membership present in person or represented by written proxy at any meeting of The Club, provided at least (7) days notice of such meeting has been mailed and/or emailed to each member.

## **ARTICLE IX: CLUB POLICY AND RULES**

### Section 1: General Pool and Club Rules

1. Running, splashing, shoving or dunking is not permitted.
2. Smoking is only permitted in designated areas.
3. Profanity, improper behavior, intoxication and vulgar remarks are prohibited.
4. Bicycles and skateboards are not allowed on the pool deck or the pavilion.
5. Swimming when the pool facility is closed is prohibited, except by board approval.
6. One person at a time on the ladders.
7. No playing or hanging on the swim ladders and stair railings.

8. No sitting or hanging on float lines or pool rope.
9. The float line shall be stretched tightly across the pool along the slope-break. The float line shall be securely fastened at all times, except when swimmers are swimming laps. The float line is used to separate swimming from other amusement and multi-purpose areas within the pool, such as diving. This is a code mandated regulation, and should be followed.
10. No climbing on lifeguard stands or sitting in a lifeguard chair.
11. Emergency equipment is to be used by lifeguards only.
12. Persons with open sores or rashes are not allowed in the pool.
13. Spitting or spouting of water is prohibited.
14. Chewing gum in the water is prohibited.
15. Pets are not allowed on The Club property except by board approval.
16. Pump Room is off-limits to unauthorized persons.
17. Glass or breakable objects are not permitted inside the fenced-in area of the pool.
17. No child under 10 years of age may enter the pool area unless accompanied by an individual 14 years of age or older.
18. Any individual may be asked by the lifeguard to complete a swim test. The test will consist of swimming 2 long lengths of the pool and treading water for 1 minute.
19. During the adult swim period/life guard's break, all children under 18 must be completely out of the pool with the exception of those 5 and under who are directly supervised by their parent(s).
20. Parent(s) are responsible for the safety and supervision of their children at the pool. Upper arm floats are not to be considered life saving devices and children wearing these require strict parental supervision.
21. Only children five and under and their accompanying adults are allowed in the separate shallow pool area (baby pool).
22. Infants not toilet-trained are not permitted in the pool without diapers protected with rubber pants or disposable swim pants. Note that any incident of contamination means that the pool must immediately close for 24 hours in order to perform a costly chemical treatment. Therefore, the adult guardian of that child may be assessed a cleaning fee for each contamination situation.

23. Only Club employees and Board members are allowed in the Manager's Office.
24. Ball play in the pool area and pool is at the discretion of the lifeguard at all times.
25. All swimming pool games are at the discretion of the lifeguard at all times.
26. All telephone calls on The Club phone must be limited to 3 minutes.
27. When no lifeguard is present but The Club is open (known as Unsupervised Swim or Swim At Your Own Risk):
  - a. Anyone in the pool area must be at least 18 years of age or directly supervised by a designated adult guardian.
  - b. No-one may swim alone.
  - c. Swim at your own risk.
  - d. Use of the diving board is strictly prohibited.

#### Section 2: Diving Boards

1. Only one person allowed on the board at a time.
2. Boards should be mounted by ladder only.
3. Diver must wait for the previous diver to move to the pool-side ladder.
4. Diver must make only one bounce.
5. After diving, diver must swim directly to the side of the pool, and not directly under the diving board
6. Hanging on diving board is not allowed.
7. Divers must dive straight out.
8. Diving into the pool in less than five feet of water is prohibited.
9. Flotation devices are not allowed in diving area except when the diving board is closed.
10. The diving board may be used only when a lifeguard is present and on-duty.

#### Section 3: Miscellaneous Rules

1. The swimming pool and associated facilities are for the exclusive use of current full Northcrest Swim and Tennis Club members in good standing and their guests. Social & Tennis members have limited use of the facilities, as defined by The Board.

2. Pool guest fees will be set each year by the Board of Trustees. Guest fees are to be paid to the lifeguard on duty by the host member when first entering the pool area with guests. Members will be responsible for their guest fees, introducing their guest to the lifeguards, and for the behavior of their guests. Members must accompany their guests at all times the guests are present.
3. Pool guests may be not permitted by decision of the Board of Trustees to deal with an emergency situation.
4. Guests from within the neighborhood (an area within a two-mile radius of the pool) are limited to one visit per season, and must be accompanied by a member.
5. Guests must be accompanied by a member. A guest fee must be paid to The Club at the time of the visit.
6. Children under the age of 10 (ten) must be supervised by an adult 18 years of age or older at all times. When a lifeguard is present, children 10 years of age or older may swim when accompanied by someone 14 years of age or older. If a minor of any age does not behave in an acceptable manner, he or she will be sent home at the discretion of the lifeguard on duty and may not return without an adult. When a lifeguard is not present, unsupervised swim rules apply and all minors must be accompanied by an adult age 18 or older.
7. The Pool Manager and his/her lifeguard staff are responsible for maintaining safety, cleanliness, and appropriate decorum in the pool area in accordance with The Club's employee policy. The staff has full authority from the Board of Trustees to enforce appropriate disciplinary measures against any member or guest in order to fulfill this responsibility.
8. The Northcrest Swim and Tennis Club will not provide swim lessons to its members. These must be obtained by each individual. The Club may coordinate swim lessons; however, it will be at a given fee to be paid by the member.
9. Private swim lessons may be conducted in the pool, but must be in accordance with these policies and rules. In addition, The Club assumes no legal liability or financial responsibility for private swim lessons.
10. All members must use the digital sign in sheet prior to entering the pool area.

#### Section 4: Disciplinary Action

Disciplinary action may be taken by a Lifeguard or Board Member upon witnessing an infraction of the rules or behavior that is dangerous or offensive. Reports of such behavior will be investigated and disciplinary action may follow should the investigation prove a report is true.



Examples of behavior which may result in disciplinary action include, but are not limited to, infractions of the Pool Policy and Rules, public displays of affection offensive to others, running, rough or dangerous play in or out of the water, yelling and/or boisterous conduct, fighting, being present under the influence of illegal drugs, theft, destruction of property.

Lifeguards and Board Members have the authority to determine what discipline is appropriate for the situation at hand. Examples of actions which might be taken are, but are not limited to, reprimand, suspension from the pool for less than 1 day, ejection from the pool for 1 full day or more, ejection from the pool for 1 full week, suspension of pool privileges for the remainder of the season.

#### Section 5: Pool Hours Policy

- A. Normal pool hours will be determined by the board prior to the opening of the swim season each year. Normal pool hours and swim team practice/meet hours will be posted at The Club and on its website each pool season.
- B. Exceptions to the normal pool hours may be designated by the Board of Trustees, upon the recommendation of the Pool Manager and will be posted at The Club as well as on The Club's website.

#### Section 6: Pool and Pavilion Rental Policy

- A. Reservations for evening pool parties 8 PM to 11 PM must be made in the name of The Club member only. Reservation requests will be approved by The Club's Social Chairperson on a first-come, first-serve basis.
- B. Deposits and party rental fees will be determined annually by the Board of Trustees. Current members of the Board of Trustees are not required to pay the deposit.
- C. A Northcrest Swim and Tennis Club lifeguard(s) must be in attendance whenever the pool or poolside facilities are used for parties. The lifeguard(s) will be compensated at normal hourly rates by the party members. Two lifeguards are required for parties for more than twenty-five (25) people.
- D. Parties must conclude no later than 11 PM.
- E. Club members who are coordinating the party will be responsible for cleaning-up after their party in order to recover the deposit. Social Chairman shall verify clean-up activities have been completed.
- F. The pool and pavilion may be reserved by members only. Reservations are to be requested from the Social Chairman. Reservations are confirmed by the payment of deposits, party rental fees and lifeguard pay.

- G. However, non-members may be allowed to reserve and rent the pool, grounds and/or pavilion at the discretion of The Board. Examples of this type of situation include tennis teams and charity events. For these special situations, The Board has the right to set the deposits and rental fees on a case-by-case basis.

## **ARTICLE X: TENNIS POLICIES AND RULES**

### **Section 1: General Tennis Rules**

Full members and Tennis & Social members are allowed to bring guests to the Northcrest Tennis Courts. However, please do not abuse the privilege of having tennis guests. Guests from within the neighborhood (an area within a two-mile radius of The Club) are limited to five visits per year. There are NO EXCEPTIONS to this policy.

In order to play tennis at night, members must contact the Tennis Coordinator to obtain the combination to the light box. Users must remember to turn the lights off when finished in order to keep cost to a minimum.

NO tricycles, bicycles, skateboards, pets, etc. are allowed on the tennis courts.

PROPER FOOTWEAR is REQUIRED when playing tennis. Tennis courts are very expensive to maintain and are for PLAYING TENNIS ONLY.

Courts may be used on a first-come, first-serve basis when not reserved for special clinics or matches.

### **Section 2: Additional Rules for ALTA/USTA**

ALL ALTA or USTA players must pay a fee determined by the board per ALTA and USTA season to the Tennis Coordinator. The fee and official roster must be turned in to the Tennis Coordinator prior to the first practice.

After fees and the official roster are turned in to the Tennis Coordinator, ALTA and USTA teams may reserve two courts for a two-hour practice period each week beginning three weeks prior to each season and ending at the conclusion of the season (the season includes all playoff weeks).

ALTA/USTA captains are responsible for ensuring that the courts are left clean after a match or practice. During the times when the pool is not open, the captain must unlock the gate and restroom, as well as lock both before leaving The Club. It is the captain's responsibility to see that all trash cans around Courts 1 and 2 are emptied after a match.

### **Section 3: Tennis Court Reservation Policy**

- A. Always reserve a court before beginning play via Club's website reservations.

- B. Courts can be reserved by an individual member for a two hour time period only.
- C. Any reserved court not in use by 10 minutes after the hour becomes available on a first-come, first-serve basis. Bumping is not allowed after this 10-minute period has expired.
- D. ALTA tennis teams may reserve two courts for a 2-hour practice period each week beginning three weeks prior to each season and ending at the conclusion of the season.
- E. No bicycles, skateboards, dogs, etc. are allowed on the tennis courts number 1 and 2.
- F. No footwear other than proper tennis shoes is allowed on the tennis courts.
- G. The Board Trustee, designated as Tennis Coordinator, is authorized by the Board of Trustees to enforce the tennis policies and rules and to bring continuing infractions to the attention of the board for appropriate action under the by-laws of The Club. The Tennis Coordinator will arbitrate any grievances, but his or her decision may be appealed to the Board.
- H. Rainout USTA and ALTA tennis matches will have priority over all practice schedules (individual and team practices).

Section 4: Tennis Courts Lights Policy

- A. The combination to the light box may be obtained from the Tennis Coordinator.

**ARTICLE XI: GROUNDS AND SECURITY POLICY**

Section 1: Grounds Policy:

- A. The Northcrest Swim and Tennis Club grounds and facilities are for the private and exclusive use of Club members and their invited guests. The grounds and facilities include, but are not limited to, the following:
  - 1) Entrance drive (Ed Edwards Way)
  - 2) Parking lot
  - 3) Swimming pool and related structures within fenced enclosure
  - 4) Three (3) tennis courts
    - 1. Two newer courts strictly for playing tennis.
    - 2. One older court used for events and child play.

- 5) Tennis practice wall
  - 6) Athletic fields east and west of tennis courts #1 and #2
  - 7) Barbecue pavilion
- B. Use of the swimming pool and related facilities will be in accordance with the Pool Policy and Rules approved by the Board of Trustees.
- C. Use of the tennis courts will be in accordance with the Tennis Policy and Rules approved by the Board of Trustees.
- D. Use, maintenance, and security of the athletic fields and the remaining facilities will be under the general supervision of the Pool Maintenance Chairman and/or other Board Members during normal hours of pool use.
- E. The Club assumes no liability for the personal safety of any person using Club property for individual or team recreational activities.

#### Section 2: Security Policy:

- A. Security of Club property is the responsibility of all Club members. Any observed security problem or unlawful or suspicious behavior by any individual on club property should immediately be brought to the attention of The Board Trustees.
- B. The main vehicular gate on Ed Edwards Way and the main entry gate to the pool area will be locked at all times except for the following:
1. During normal pool hours of operation.
  2. During hours reserved for pool parties.
  3. During hours year-round for tennis teams and tennis players.
  4. As necessary for scheduled trash collection and maintenance activities.
- C. Keys and/or combinations to the locks on the main vehicular gate and the restroom gate will be personally maintained by the following individuals:
1. Club employees
  2. Members of the Board of Trustees

3. ALTA and USTA team captain
  4. Individuals temporarily assigned access by the Board of Trustees
- D. The aforementioned individuals having keys and/or combinations to the main vehicular gate and restroom gate ensure that they personally lock these gates securely if they are the last key holder leaving the property. It is not an acceptable alternative to leave these gates open for a remaining non-key holder to lock closed.
- E. The aforementioned key and/or combination holders will also ensure when opening any gate that the lock is locked fast to the gate while the gate remains open.
- F. Keys and/or combinations to all locks on the pool fence gates, excluding the outer gate to the women's restroom, and to all other enclosed spaces will be maintained by only the following individuals.
1. Club employees.
  2. Members of the Board of Trustees.
  3. Individuals temporarily assigned access by the Board of Trustees.

Combinations to the tennis court lights will be provided only to current club members.

- G. No motorized vehicles other than vehicles being used for grounds maintenance are allowed on grassy areas or sidewalk areas.
- H. Striped parking lot spaces are limited and are for automobile parking only; bicycle parking should be along the periphery.
- I. Disposal of residential trash or refuse in The Club's trash receptacles or anywhere else on Club property is not allowed.
- J. All members and guests are asked to respect the private property right of The Club's neighboring landowners.

## **ARTICLE XII: EMPLOYEE POLICY**

### **Section 1: General Employee Policy**

- A. The Board of Trustees, at its discretion, may hire a pool management service to staff and maintain pool operations.

- B. If there is no pool service, The Club acting through the Board of Trustees, shall hire qualified individuals for the following paid positions prior to the opening of the pool each year:
1. Pool Manager or Management Company – Based on a monthly salary.
  2. Lifeguards – staff of three (3) or more individuals on hourly wages.
- C. The Club shall carry liability insurance covering acts of its employees.

Section 2: Employee Qualifications:

- A. Each employee shall be:
1. Currently certified Lifeguard;
  2. At least 16 years old.
- B. The Pool Manager may not be directly related to a member family of The Club.

Section 3: Pool Manager or Management Company

The Pool Manager shall be responsible for the safe, efficient, and lawful operation of The Club's facilities during normal hours of operation during the term of the Manager's contract:

1. The Pool Manger shall be the first employee hired by The Club each year and shall be allowed to participate in the interviewing of candidates for Lifeguard positions.
2. The Pool Manager shall be allowed to make recommendations to the Board concerning the employment of Lifeguards but shall not have a vote in the selection process.
3. The Pool Manager responsibilities shall include, but not be limited to:
  - a) Cost-conscious scheduling of Lifeguards to provide necessary life guarding and swimming instruction to Club members.
  - b) Security of The Club property during normal hours of operation and final security check at closing each night.
  - c) Restricting the use of Club facilities to current Club members in good standing and their guests in accordance with current guest policy.
  - d) Cleanliness of Club property including pool area and bathroom restocking.
  - e) Coordination with Board Officers to accomplish necessary tasks efficiently.

- f) Transmittal to appropriate Board Officers of suggestions, inquiries, complaints, etc. of staff, members or prospective members.
4. In accomplishing the foregoing responsibilities, the Pool Manager shall use his/her discretion, in utilizing the human resources of the lifeguard staff so as to maintain adequate lifeguarding at all times, and shall request from the Board, normally through the Treasurer or President, the fiscal resources necessary for routine operation of The Club.
5. The Pool Manager shall have discretion to personally carry out, or delegate to Lifeguards to carry out, appropriate disciplinary measures for violations of Club rules or breeches of commonly accepted standards of safety or courtesy by Club members of any age. Serious disciplinary or policy issues shall be brought to the attention of the Board immediately.

#### Section 4: Lifeguards

Lifeguards shall be responsible to The Board of Trustees for carrying out the tasks assigned to them by The Board of Trustees in a professional, safety-conscious, and security-conscious manner.

1. The swimming pool area shall be visually monitored by at least one (1) Lifeguard during posted lifeguard hours, except during scheduled lifeguard breaks. Maintenance tasks, telephone calls, and other business matters shall not be allowed to interrupt continuous visual monitoring of the swimming pool.
2. Lifeguards shall provide litter pick-up and simple upkeep around the pool area.
3. Lifeguards shall be expected to work at the regularly scheduled swim meets of the Northcrest Swim Club as assistants to the Swim Team Coordinator in maintaining a semblance of order during the sequence of events. Lifeguards shall be compensated at their hourly wage rate for this time, and consequently are expected to work as directed.
4. Lifeguards are expected to be courteous and helpful to all members and guests, without allowing socializing in the swimming pool area to distract them from their privy life guarding responsibility or other maintenance duties assigned by The Board. Members and guests are expected to be courteous and attentive to the Lifeguards, and should support and not distract from the efforts of the Lifeguard staff in carrying out their responsibilities

#### Section 5: Employee Relations

- A. All employees are employed by The Club, acting through the Board of Trustees. The Board of Trustees and Club members shall be individually indemnified against acts of The Club's employees.
- B. Any employee grievance shall be courteously brought to the attention of the Board.
- C. Any member grievance pertaining to an employee of The Club shall be courteously brought to the attention of the Board. Individual Club members are not authorized to discipline, direct or correct employees of The Club except through the actions of the Board.
- D. Any disciplinary actions will follow the policies declared herein and established in the by-laws.

#### Section 6: Swim Team Coach

The Swim Team Coach shall be responsible to the Swim Team Coordinator for the training and supervision of the Northcrest Swim Team during practices and during swim meets, including divisional and county meets following the regular season.

1. The Coach will conduct daily practice sessions prior to and during the Swim Team season. The Coach will coordinate with the Swim Team Coordinator regarding the scheduling of pool facilities for practice and meets.
2. The Coach will coordinate with the Swim Team Coordinator regarding logistics, line-ups, and other matters related to swim meets, and regarding any other matters requiring the attention of the Board.
3. The Coach will receive an agreed upon lump sum stipend for carrying out the foregoing responsibilities. The Swim Team Coordinator will coordinate with the Coach the payment schedule.

#### Section 7: Swim Team Assistant Coach

The Swim Team Assistant Coach shall be responsible to the Swim Team Coordinator and the Swim Team Coach. The Assistant Coach will assist during practices and during swim meets, including divisional and county meets following the regular season.

1. The Assistant Coach will be paid on an hourly basis, as determined by the Swim Team Coordinator.

### **ARTICLE XIII: CONCLUSION**

In conclusion, The Northcrest Swim & Tennis Club was organized and is operated exclusively for membership enjoyment. These Bylaws demonstrate and provide the appropriate governing procedures to function The Club properly, while ensuring that all rules, methods, and regulations of The Club are fair to all individual members.

**END OF BYLAWS**