



Bylaws of Inman Park Pool Association, Inc.

2023/12/13

ARTICLE 1: Purpose and Restrictions

The purposes of the Inman Park Pool Association, Inc. ("IPPA") shall be the construction, maintenance, and operation of a non-profit membership pool in the Inman Park neighborhood of Atlanta, Georgia, and any other consistent purpose allowed under the Georgia Nonprofit Code. No part of the net earnings or other assets of the IPPA shall inure to the benefit of, be distributed to or among, or revert to, any director, officer, contributor, or other private individual, or any of their agents, assigns, or businesses owned by them having, directly or indirectly, any personal or private interest in the activities of the IPPA, except that it may pay reasonable compensation for services rendered and may make payments and distributions in furtherance of the non-profit purposes stated in the Articles of Incorporation.

ARTICLE 2: Definitions

a) Member

Each member shall consist of a single household. Members must reside in, own, or operate a business in the Inman Park Neighborhood. Existing members, homes with memberships, and waitlisted future members as of 2023-06-01 are grandfathered.

The Inman Park Neighborhood shall be as defined by the City of Atlanta, which is generally the area bounded as follows:

- The southern boundary is DeKalb Avenue, beginning at Moreland Avenue on the east and continuing until intersecting with the Atlanta Beltline on the west,
- The western boundary is the Atlanta Beltline from the intersection with DeKalb Avenue, traveling north until it intersects with Freedom Parkway,
- The northern boundary is Freedom Parkway from the intersection with the Atlanta Beltline, traveling east to Moreland Avenue and
- The eastern boundary is Moreland Avenue

b) Membership

Inman Park Pool Association memberships are in a single category - lifetime, household memberships.

c) Household

Refers to a family of not more than four adults and their children living together at a single physical mailing address. Multiple units within a single dwelling, such as an apartment, duplex, or condominium, shall constitute separate households.

d) Voting Member

A single representative of a member-household who is over the age of 18 and whose membership is in good standing. There may be up to one voting member per member household.

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e) *Selling Member*

The member who transfers their membership as part of a home sale or sells their membership back to IPPA through the waitlist.

f) *Good Standing*

Refers to a member not delinquent on annual fees, special assessments, late fees, penalties, or other financial obligations to IPPA.

ARTICLE 3: Membership

a) *Number of Members:* Membership in the IPPA is limited to 325 members at any time. This includes multiple memberships held by residents of a single address. The number of members can only be changed if a majority membership approval is present during the vote or by a proxy.

b) *Membership Access Cards:* One access card will be issued for each membership. If a card is lost or stolen, the member requiring a replacement card is responsible for the cost.

c) *Sale and Transfer of Memberships:* Memberships can be transferred in the two following methods:

1) *Through property sale*

The membership can be transferred to the buyer at the time of a home sale. The seller must submit a written notice to the IPPA stating that the sale has occurred. The seller should give the access card to the buyer. No refund for the membership fee is made to the seller at the time, assuming the value of the membership has been transferred through the home sale price. If the annual maintenance fee has been paid, it shall be credited to the new member. No maintenance fee refunds shall be issued.

2) *Through the IPPA Board*

Members who wish to sell their memberships must sell the membership to the IPPA Board of Directors under the following process:

- The selling member must submit a written notice to the IPPA Board between October 1 and February 28.
- The Board will make the membership available to applicants on the Waitlist for membership.
- After the membership is sold, the former member will receive a refund for the current membership at up to \$1,650 for those memberships purchased before 2001 and the amount paid for the membership for memberships purchased in or after 2001, after turning in the membership access card.
- No refunds will be made on maintenance fees.

3) *Transfer in the event of divorce*

If a married couple in a household gets a divorce, the membership shall go to one member of the couple to be determined in the divorce proceedings. Only that person will be able to sell or transfer the membership. In such an occurrence, the members should notify the IPPA Board in writing.

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d) *Membership Revocation*

Membership in IPPA can be revoked for the following reasons:

- Failure to comply with the rules and regulations for operation,
- Failure to pay maintenance fees and/or membership dues for the 2nd consecutive due date,
- Abuse of access to the facility and guest privileges.
- No refunds will be issued for a revoked membership.

e) *Waitlist*

The Board of Directors shall maintain a waitlist of all people who have applied for membership to the IPPA but have yet to be accepted due to the then-current limitation on members in the pool. When membership becomes available for purchase, it shall be offered to those appearing on the waitlist in the order in which their applications were received. If a person on the waitlist rejects an offer of membership, they shall be removed from the list, and the offer shall be made to the next applicant. The Board may enact rules regarding the qualifications for and maintenance of the waitlist.

f) *Lease of Memberships*

The lease cap for 2024/25 is 20 memberships. Once 20 leases have been assigned, the window to lease is closed. The lessor and the family or individual leasing a membership will pay administrative fees as detailed in the leasing agreement in addition to the annual maintenance fee. Leasing will be terminated effective in the 2026 season.

ARTICLE 4: Fees

a) *Membership fee*

The base fee for a lifetime membership is \$2,800. This base amount can only be changed if majority approval of the membership is present at the vote or by proxy. In the event of a special assessment, the base fee will be adjusted accordingly.

b) *Maintenance fees*

To cover the cost of operations and maintenance of the pool facilities, maintenance fees will be set by the IPPA Board of Directors based on the budget and number of members. Fees shall be increased by at most 20% annually with a full vote and discussion of the budget by IPPA members. Payment is made as follows:

- Invoices mailed by March 1.
- Payment in full is due by April 1.
- Payments received after April 1 and before May 1 will be assessed a \$65 late fee.
- If payment is not received by May 1, a suspension notice will be issued.
- Failure to pay maintenance fees by May 15 will result in deactivation of the member's access card.

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c) *Special Assessments*

In the event of major repairs, additions, cost increases, or other matters, the Board may recommend a special one-time assessment to cover the costs. No assessment over 20% of that year's maintenance fee will be levied without a vote by the membership of IPPA. Any assessment under 20% of that year's maintenance will not require a full membership vote.

ARTICLE 5: IPPA Board of Directors

a) *Election*

Members of IPPA shall elect members to serve on the Board of Directors. The Board shall have the following responsibilities:

- overseeing budgets,
- overseeing operations,
- assessing membership dues and maintenance fees,
- overseeing the sale and/or transfer of memberships,
- determining operating rules,
- retaining contractors and
- any other duties deemed necessary and appropriate.

b) *Board Membership*

The Board shall consist of seven members.

To provide continuity in service, members shall serve staggered terms; with four/three new members elected each year.

- New members shall serve two-year terms,
- A minimum of three board members will remain to ensure continuity.
- Board members may serve sequentially not to exceed three sequential terms.
- If a member is unable to serve the full term, the board will select a replacement.

c) *Eligibility to Serve*

All adult lifetime members are eligible to serve. No two adults from the same household can serve on the Board simultaneously.

d) *Nomination and Election of Board Members*

The nomination and election procedure will proceed as follows:

- By September 1st, the Secretary of the Board will distribute a nomination form to all members.
- Each member is allowed to make three nominations.
- Nominations will be tabulated, and the slate of candidates will be posted by October 1st.
- Election of the candidates will take place in person or by proxy vote at the Annual Members Meeting, which will take place by November 15th of each year,

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- The results and the following year's Board of Directors roster will be distributed to all members by Dec 1st.

e) *Board Positions*

Once elected, the Board members will elect officers each year. Board members with two-year service commitments can hold different positions during each year of service. Positions are as follows:

- President
- Vice-President
- Treasurer
- Secretary
- Member at Large #1
- Member at Large #2
- Member at Large #3

f) *Non-elected Positions*

At the discretion of the Board, a representative from a special interest group may participate in the board meetings on topics that concern the special interest group.

g) *Annual Meetings*

An annual meeting of all members will be held by November 1 of each year. At this meeting, the members shall:

- approve the annual budget,
- elect members to the Board of Directors,
- the budget and Board of Directors will only be approved if there is a 2/3 approval of the membership present at the vote or by proxy.

h) *Special Meetings*

The Board of Directors can call special member meetings to address pressing business, assessments, operational issues, or other matters.

ARTICLE 6: IPPA Rules and Regulations

Each season, the IPPA Board of Directors shall issue rules and regulations for the day-to-day operation of the pool and facilities. These rules shall be reasonable and designed to ensure the safety and enjoyment of the facilities by all members.