

Bylaws of Inman Park Pool Association, Inc.

2026/11/15

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 bound 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.

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 IPPA is limited to 325 Members at any time. This limit includes each membership associated with an address, including multiple memberships associated with the same address. The limit may be changed only by majority approval of the votes cast by Voting Members present in person or by valid proxy at a meeting where a quorum is present.

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) *Sales and Transfer of Memberships:* Memberships can only be transferred in the following ways:

1) *Through property sales*
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 membership 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 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 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.

d) *Membership Revocation*
Membership may be suspended or revoked for failure to comply with IPPA rules and regulations, failure to pay maintenance fees, membership dues, or other amounts by the second consecutive due date, or abuse of facility access or guest privileges. Before revocation, the Board shall provide the Member with written notice stating the alleged violation and proposed action and shall provide a reasonable opportunity to respond. Revocation requires an affirmative vote of the Board. The Board shall provide written notice of its decision. No refund shall be issued for revoked membership.

e) Waitlist
The Board shall maintain a dated waitlist of eligible applicants who cannot be admitted because IPPA has reached the then-current membership limit. When membership becomes available, the Board shall offer it to applicants in the order in which complete applications were received. An applicant who declines an offer or fails to accept it within the response period established in the published waitlist rules shall be removed from the waitlist. The Board may adopt written rules governing eligibility, application completeness, contact-information updates, offer response periods, and administration of the waitlist, provided those rules are applied consistently.

f) Prohibition on Leasing Memberships
Beginning with the 2026 swimming season, leasing a membership is prohibited.

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 operating and maintaining the pool facilities, the Board shall set the annual maintenance fee based on the approved budget and number of Members. The maintenance fee may not increase by more than 20 percent from the prior year unless the increase is presented with the budget and approved by the Voting Members at a meeting where a quorum is present. Payment shall be administered according to the schedule below:

- 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 with 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.

c) *Special Assessments*

The Board may recommend a one-time special assessment for major repairs, additions, cost increases, or other extraordinary needs. A special assessment that exceeds 20 percent of that year's maintenance fee requires approval by the Voting Members at a meeting where a quorum is present. The Board may levy a special assessment equal to or less than 20 percent of that year's maintenance fee without a 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 has 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 meet as necessary to conduct IPPA business. A majority of directors then in office constitute a quorum. Except where these Bylaws require otherwise, Board action requires approval by a majority of directors present at a meeting with a quorum. The Board may meet electronically when all participating directors can communicate with one another. The Secretary shall maintain

minutes documenting attendance, motions, votes, and actions taken. Any action taken without a meeting shall require written consent in accordance with applicable law.

The Board shall consist of seven directors serving staggered two-year terms. Four directors shall be elected in one year and three in the following year so that at least three experienced directors remain in office. A director may serve no more than three consecutive two-year terms. If a vacancy occurs before a term expires, the remaining directors shall appoint an eligible Member to serve for the remainder of the unexpired term.

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 30th, 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 30th.
- Election of the candidates will take place in person or by proxy vote at the Annual Members Meeting, which will take place by November 30th of each year,
- The results and the following year's Board of Directors roster will be distributed to all members by Dec 15th.

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

The President shall preside at meetings and oversee implementation of Board decisions. The Vice-President shall perform the President's duties when the President is unavailable. The Treasurer shall oversee financial records,

budgeting, receipts, disbursements, and financial reporting. The Secretary shall provide required notices and maintain minutes, membership records, election records, and the official copy of these Bylaws. The Board may assign additional duties that are consistent with these Bylaws.

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 shall be held no later than November 30 of each year. At the annual meeting, Voting Members shall approve the annual budget and elect directors. Approval of the annual budget and election of directors requires a two-third vote of the votes cast by Voting Members present in person or by valid proxy at a meeting where a quorum is present.
- approve the annual budget,
- elect members to the Board of Directors,

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.

ARTICLE 7: Conflicts of Interest, Indemnification, and Dissolution

Each director and officer shall disclose any actual or potential conflict of interest related to a matter under consideration and shall not participate in deliberation or voting on that matter except to provide requested information. The disclosure and recusal shall be recorded in the minutes. To the fullest extent permitted by law, IPPA shall indemnify its directors and officers for actions taken in good faith within the scope of their duties. Upon dissolution, and after payment of liabilities, IPPA's remaining assets shall be distributed for one or more nonprofit purposes permitted by applicable law and shall not be distributed to any Member, director, officer, or other private individual.