

**Sarasota West Wind Flyers, Inc.  
Sarasota WestWind Flyers Bylaws.doc  
CLUB BY-LAWS**

Preamble: The Sarasota WestWind Flying Club, Inc. is a not-for-profit corporation organized and existing under the laws of the State of Florida. The flying club is owned entirely by its members on an equal share basis, all of whom share an interest in aviation. Its purpose is to provide a means for its members to fly at a reasonable cost, in a non-commercial environment. The flying club aspires to uphold a high standard of maintenance, safety, proficiency, and training, while at the same time fostering friendship and goodwill among its members. The flying club does not discriminate on the basis of race, color, or religion.

Definitions: The terms listed below shall have the following definitions throughout these By-laws.

*Flying Club:* Sarasota WestWind Flying Club, Inc.

*Member:* An individual who possesses a membership in the flying club.

*Associate Member:* An individual who is a member of the flying club, but does not possess any right to operate the flying club aircraft except as a flight instructor.

*Proxy:* A written document, evidencing a member's intent to allow another member to vote for that member. A proxy allows a member to vote for another member on any issue presented during a meeting, unless the language of the proxy expressly indicates otherwise. In order to be considered valid, a proxy shall contain the date, printed name, and signature of the member. A proxy is acceptable in original, copy, or facsimile form and may be emailed or faxed to the President prior to the next meeting. The proxy expires immediately after the meeting.

*Email voting:* Exercised when a majority vote of the flying club needs to be expedited due to the timing of a safety, maintenance, or operational requirement that would otherwise not be in the best interest of the flying club if the vote was delayed until the next regular meeting. When a member responds to an email vote, the member shall check "Reply to all" so that all members can know the status of the vote and maintain a tabulation of the vote. No signature will be required on the Email proxy.

**GLOSSARY:**

SWWFI	Sarasota WestWind Flyers, Inc.
Member	An individual owning an equal share in the SWWFI
Officer(s)	Directors of the corporation and special positions established by the flying club
He/His	Male or Female
RR&OP	Rules, Regulations and Operating Procedures
Share	Or shares
Quorum	50% of members present in person or by proxy
Majority vote	At least 51% of a quorum (6 votes)
Super majority vote	At least 70% of a quorum (7 votes)
By-laws	By-laws of the flying club
Aircraft	Aircraft owned or leased by the flying club
Accident/Incident	As defined in the Federal Regulations Part 830.2

***MOTTO: FLY SAFE! - FLY OFTEN!***

**Article I: Meetings**

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1. The order of all meetings shall be conducted as follows, unless otherwise ordered by the president.  
ORDER OF BUSINESS:
  - a. Call to Order
  - b. Minutes of the Previous Meeting
  - c. Correspondence
  - d. Treasurer's Report
  - e. Officer's Reports
    1. Maintenance
    2. Records
    3. By-laws, Rules and Regulations
    4. Safety
    5. Membership
  - f. Old Business
  - g. New Business
  - h. Educational Training or Seminar (Optional)
  - i. Publicity and recreational report (Optional)
  - j. Open Discussion
  - k. Setting of the next meeting
  - l. Adjournment.
2. The President will hold a monthly meeting at a time and place determined to be convenient to the members. Monthly meetings shall be targeted not to exceed 90 minutes.
3. The annual meeting shall be held in April as called by the President. Elections of officers and directors shall occur at the annual meeting. Officers and directors shall be elected via majority vote, (6 votes).
4. At every meeting, including the annual meeting, each member in good standing is entitled to cast a single vote, either in person or by proxy, on each issue presented. A quorum is necessary prior to the commencement of a vote, (6 votes).
5. A super majority vote (7 votes) is required prior to making any material modifications or additions to, or deletions from, any of the By-laws or Rules and Regulations.
6. A super majority vote (7 votes) is required prior to dissolution of the club, or the purchase of a different or newer aircraft.
7. Meetings shall be attended only by members and their invited guests.

### **Article II: Officers and Directors**

The elected officers and directors of the flying club include the President, Vice-President, Secretary, and Treasurer. The other officers serve on a voluntary basis and include the; Maintenance Officer, By-laws/Rules and Regulations Officer, Records Officer, and Safety/Training Officer. Each of the elected officers and directors shall serve for a single year term, commencing after the annual meeting. In the event an officer or director is unable or unwilling to conclude the term of their office, the officer or director may resign and the members of the flying club may elect a replacement officer or director at a subsequent meeting via majority vote. Officers may serve the club in more than capacity.

### **Article III: President**

The President shall be the chief executive officer of the flying club. The president shall preside at all meetings and shall have the authority to appoint another member to preside at any meeting in the absence of the vice president. The president may call an emergency or special meeting with at least 72 hours verbal or written notice to the members. The president shall appoint a member who shall coordinate all aircraft maintenance, and shall create any other standing or ad hoc committees as needed or required. The president, or in his absence the vice-president, may delegate duties as necessary and shall have general charge of all business of the flying club.

### **Article IV: Vice-President**

The Vice-president shall assume the responsibilities in the absence of the President. The Vice-president shall also actively promote the morale of the flying club. The Vice-president shall be responsible for coordinating any educational sessions or seminars for the flying club. The Vice-president may delegate such

duties to other members.

*Revised 02/12/2007*

**Article V: Treasurer / Records Officer**

The Treasurer shall execute checks and payments in the name of the flying club. The treasurer shall submit invoices to, and collect payment from, the members including, but not limited to membership fees, monthly dues, flight time charges, and assessments. All payments shall be deposited into a bank selected by the flying club. The treasurer shall account for all invoices, receipts, disbursements and balances. The treasurer shall keep all promissory notes evidencing accounts payable and receivable to and from the flying club. In the event the flying club accumulates funds in excess of those required for normal operating expenses, the excess funds shall be segregated or earmarked for new, used equipment, or additional aircraft. The treasurer may delegate duties to other members for the purpose of assisting the treasurer. Checks drawn for more than \$1,000.00 will require an additional officer's signature. The flying club accounts/financial books shall be reconciled and confirmed by two or more members once per year prior to the annual meeting. This annual audit will be conducted fifteen (15) days prior to the annual meeting.

The Records Officer shall be responsible for maintaining a proficiency file on the members. The proficiency file shall include copies of the following documents: medical certificates, licenses, pilot's experience form, ratings held, endorsements, and logbook entries relating to biennial flight reviews. The Records Officer shall notify a member at least 30 days in advance of any medical or biennial flight review coming due, although it is the members responsibility to maintain his own due dates for medicals and biennial flight reviews and to take action thereon.

**Article VI: Secretary**

The Secretary shall keep minutes of all meetings of the members. The minutes of the meetings shall, if possible, be distributed to the members prior to the next meeting and may be conveyed by electronic means. The Secretary shall keep proper books showing the name, address, and telephone number of each member, together with each member's acknowledgment and acceptance of the By-laws and rules and regulations. The Secretary may delegate duties to other members for the purpose of assisting the Secretary.

**Article VII: Maintenance/Safety Officer**

The Maintenance Officer shall coordinate all maintenance on the aircraft. The Maintenance Officer shall be responsible for maintaining a list of regularly scheduled maintenance items, including oil changes, inspections, and overhauls. Aircraft maintenance shall be performed in accordance with the Federal Aviation Administration regulations. The Maintenance Officer shall also keep records of all airworthiness directives and service bulletins applicable to the aircraft. The Maintenance Officer shall insure that all logbooks are maintained in a secure manner. The Maintenance Officer may delegate duties to other members for the purpose of assisting the Maintenance Officer. As Safety Officer he shall hold safety briefings at monthly meetings.

**Article VIII: Other Appointments**

The President may create any standing or ad hoc committee as needed or required. Such committees may include, but are not necessarily limited to: safety, publicity and recreational committee, membership committee, By-laws committee, and rules and regulations committee. The committees shall serve at the discretion of the President and may submit reports or make presentations at any meeting.

**Article IX: Membership**

1. The flying club shall be limited to *twelve (12)* members per aircraft, *this to be the absolute maximum per aircraft.*
2. Each member shall have an equal interest in each of the assets of the flying club.
3. Each member shall be required to purchase a membership interest in the flying club on terms, conditions, and in amounts determined by the flying club from time to time via majority vote.
4. Upon dissolution of the SWWFI the members equity will be described as follows:
  - a. All members will have equity in the net worth.
  - b. The assets will be sold. The proceeds will be divided among the members according to the number of shares held. Treasury shares, if any, will be divided by ten (10) and will be distributed to members proportionally as to the number of shares owned.

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5. A member may withdraw from this agreement, upon notification to the president in writing thirty (30) days in advance and may make his withdrawal final within the next ninety (90) days without further notification. The withdrawing member will be responsible for his monthly dues or assessments in the interim.
6. A member wishing to sell his share has the complete responsibility for marketing his share. Monthly dues or assessments will be due and payable until the share is sold. The club will have the first option to purchase the share. They will have thirty (30) days from the date of withdrawal to exercise this option, although the club is under no obligation to buy the share. Should the withdrawing member have difficulty in selling his share he may solicit the flying club to buy his share at 80% of its share value. A majority vote from the members would be required to make such a purchase.
  - a. A member will be obligated to offer his share to the first person on the list of waiting candidates for membership. Should an agreement not be reached, the selling member will offer his share to the next person on the waiting list until an agreement is reached. The member will give notice to the club that he has entered into a contract, written or verbal, with a named purchaser for the sale of his share and that named purchaser desires to become a member of the club. He shall be deemed to be a Priority Purchaser.
  - b. The Priority Purchaser shall be interviewed by the club at its next regular meeting, at which time a majority vote will be required to approve membership. Upon approval he will pay the agreed share value to the club. The selling member shall surrender his share to the club and the club will issue a new certificate to the Priority Purchaser. Within thirty (30) days after such issuance the club shall pay the withdrawing member the purchase price, less any sums due the flying club.
7. A member withdrawing will have no equity in monies set aside for fixed and variable expenses.
8. In the event of a member's death, the membership shall pass to the member's beneficiary in accordance with the member's will or codicil, or in accordance with Florida law. Should the heir wish to sell its share to the club the club will purchase such share at the price said deceased member paid for the share, less any indebtedness owed to the club. In the event a member loses his medical, it shall be the member's responsibility to market his share. The flying club will have the first right of refusal to purchase share, but the club is under no obligation to purchase same.
9. Members are required to pay their financial obligations to the flying club in a timely manner. A member whose account is thirty (30) days delinquent may be assessed interest by the treasurer at a rate of 1.5% per month, or 18% per annum. A member whose account remains thirty (30) days delinquent shall be considered a delinquent member and, as such, shall be summarily suspended by the Board of Directors from exercising any rights or privileges of membership including, but not limited to, flying privileges and voting rights. Ninety days (90) delinquent the flying club has the option of purchasing the delinquent members share at 80% of its purchase price, less any indebtedness owed the club. In the event that this provision contradicts any language contained in any promissory note signed by a member, the terms and conditions of the promissory note shall take precedence over this provision to the extent of the conflicting language.
10. In the event a member violates any provision of the By-laws or rules and regulations, the flying club may, upon reasonable notice to the member, suspend or cancel the member's rights and privileges of membership including, but not limited to, flying privileges and voting rights via super majority vote. Such a member shall have the right to be heard in person or by counsel. A suspended member shall nevertheless be required to pay membership fees, monthly dues, flight time charges and assessments, together with any other financial obligation, during the time of his suspension or cancellation of membership.
11. Any member who knowingly operates flying club's aircraft while his flying privileges are suspended is subject to termination via super majority vote.
12. The flying club has the right to place a lien or encumbrance upon any member's membership for any financial obligations of the member including, but not limited to, membership fees, monthly dues, flight time charges and assessments. The lien or encumbrance shall not be defeated by the sale and purchase of the members share.
13. In the event the flying club executes a promissory note with any lending institution or person, and any of the officers or directors of the flying club are required to sign personal guarantees with the lending institution or person, each member agrees to indemnify and hold harmless each officer

and director who signed any personal guarantee in the event the flying club defaults on the promissory note as if the personal guarantees were signed by each member.

14. New members will be probationary members for a period of at least three (3) months and only accepted as a full member of the club by a majority vote. The President shall schedule voting on such member's acceptance at the first meeting after the (3) months waiting period.
15. Members who do not participate in one quarter of the meetings and a minimum of one wash and wax per year may be suspended or expelled, but only after been given written notice and an opportunity to participate in the future. Thereafter, if no such participation is forthcoming the members could be suspended or expelled by a majority vote from the members.

**Article X: Incidents and Accidents**

The member who is pilot in command of the aircraft at the time of an accident or incident shall be financially responsible for all losses incurred to the extent that such losses are not covered by insurance including, but not limited to, deductibles, losses beyond policy limits, and losses not otherwise covered. However, this provision shall only apply when a member is at fault. In the event of an incident or accident, the flying club may conduct a hearing, upon reasonable notice to the member, to determine whether an incident or accident was due to the fault of the member. Following the hearing, the flying club may assess the member via super majority vote on terms, conditions, and in amounts determined by the flying club. In no event shall any member be financially responsible for an accident or incident caused by another member. As a condition of membership, members agree to release the flying club and its members, including officers, directors, and committee persons, of and from any liability arising out of the operation of the flying club and its aircraft.

**Article XI: Fees and Assessments**

The flying club has the authority to assess member's membership fees, monthly dues, and flight time charges on conditions, terms, and in amounts determined by the flying club from time to time via majority vote. The flying club may also assess members any other fees including, but not limited to, special assessments, via super majority vote.

**Article XII: Surplus**

1. The surplus remaining, after all operating costs and other expenses have been paid will remain in the Treasury for the purchase of projected new or upgraded equipment, additional aircraft, inspections, propeller and aircraft engine overhaul, and maintenance.
2. Should surplus accumulate beyond the requirements referred to in paragraph one (1.) above, consideration will be given to reducing the cost of flying time per hour. The net surplus, in any event, will not be distributed to members unless so demanded by a Super Majority Vote of the members.

**Acknowledgment of Member**

I, the undersigned member, hereby approve the foregoing By-laws. I acknowledge that I have read and reviewed the foregoing By-laws in their entirety and that by signing below, I hereby agree to abide by the By-laws.

\_\_\_\_\_  
Signature of member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name of member

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\_\_\_\_\_  
Signature of member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name of member