

Aero Fliers, Inc.



Code of Regulations V 2.0

Effective: 10/8/2022

ARTICLE I – THE CORPORATION ENTITY

A. NAME. The name of this organization is: AERO FLIERS INC (hereinafter referred to as the “Club”).

1. The Club is an Ohio not for profit Corporation, and no part of the net earnings of the Club will inure to the benefit of any member, except upon liquidation and distribution.
2. The Club is organized without shares

B. PURPOSE. The purpose of the AERO FLIERS, INC. is to provide for its members the means of obtaining aircraft education and proficiency, as well as aircraft flying time based on four (4) major concepts:

1. Always maintain safe operations.
2. Low overall costs for: membership, per-hour flying rate, reserves, and improvements.
3. Maximum flying time availability for the membership including schedule flexibility.
4. Maintain equipment quality, quantity, and growth of the Club membership.

ARTICLE II – BOARD OF TRUSTEES

- A. The Board of Trustees (hereinafter referred to as the ‘Board’ or ‘Board of Trustees’) shall consist of the President, Vice President, Secretary, Treasurer, Chief Aircraft Maintenance Officer, Chief Flight Instructor, and the Safety Officer, Members serving on the Board may be referred to as Board Members or the Board of Trustees.
- B. The management and operation of the Club shall be administered by the Board.
- C. Special meetings of the Board shall be called at any time on order of the President or on request of at least two (2) Trustees.
- D. Four (4) Trustees shall constitute a quorum of the Board at all meetings. An affirmative vote of greater than one-half of the number of Trustees present at the meeting shall be necessary to approve any resolution or action by the Board.
- E. The Board shall cause to be kept a record of its resolutions and actions and shall make same available to the membership.
- F. The Board may engage personnel from the inside or outside of the Club membership, including Board members, to perform such services on behalf of the Club as the Board deems appropriate and necessary.
- G. The Board shall have the power to enforce the Code of Regulations and the Standard Operating Procedures (‘SOP’s) as well as all rules and regulations pertaining to the use and operation of Club property.
- H. Subject to the approval of the Board and the Chief Flight Instructor, Members who are Certified Flight Instructors (“CFI’s”) may provide flight instruction as required by the FAA for other Members in Club aircraft. Only CFI’s who are Active or Instructor Members and who have received such Board and Chief Flight Instructor approval may provide flight instruction and/or flight reviews utilizing Club aircraft.
- I. The Board shall prepare and submit an annual operating budget for approval of the members no later than the end of the first financial quarter (March 31st of the operating year).
- J. Upon the request of any two (2) members of the Board, any expenditure in

excess of \$1,500 that was not included in the budget shall be subject to approval by the membership.

- K. Board members shall pay those monthly dues specified in Operating Procedure 2012-04.

ARTICLE III - OFFICERS

A. Officers

1. The Officers of the Club shall be President, Vice-President, Secretary, Treasurer, Chief Aircraft Maintenance Officer, Chief Flight Instructor, and Safety Officer (“Officers”).
2. Only Club members may serve as Officers.
3. Officers shall be elected by a majority of Active Members in good standing at an Annual Meeting and shall hold office for the later of twelve (12) months or until their respective successors are elected.

During all or part of an Officer’s term of service, the Board may, at its sole discretion, reduce, or waive entirely, such Officer’s monthly dues, provided that an identical reduction or waiver is applied to all Officers for the same period.

B. Duties of Officers

1. **President.** The President shall preside over all meetings of the Club and enforce the Code of Regulations and Standard Operating Procedures, call special meetings, appoint committees, be responsible for planning Club activities and programs for either regular or special meetings, and perform such other duties as the office may require. The President shall co-sign checks over \$5000.00.
2. **Vice President.** In the absence of the President, the Vice President shall perform the duties of the office of President and be responsible for the scheduling of aircraft for use by the members. The Vice President shall also oversee hangar care, hangar maintenance, and leasing of open hangars to new tenants. The Vice President shall also be responsible for assuring the recruiting, screening, and orientation of new members to the club.
3. **Secretary.** The Secretary shall act as both recording and corresponding secretary; keep the minute book of the Club and records of all proceedings, maintain books, documents, and papers of the Club, except financial records; keep members informed of the activities of the Club; and perform such other duties connected with the operation of the Club as

they may undertake at the instruction of the President. The Secretary shall also act as “statutory agent,” upon whom any process, notice, or demand required or permitted by statute to be served upon a corporation may be served, and shall further file statements of continued existence in accordance with Ohio Revised Code, Title 17, Chapter 1702; obtain signed statements by new members agreeing to be bound by the Code of Regulations and Standard Operating Procedures, etc.; and notify the insurance carrier of all changes in membership when required to do so by the insurance carrier. The Secretary shall also serve as Chairman of the Audit Committee.

4. **Treasurer.** The Treasurer will be responsible for supervising the financial record keeping, maintaining the accounts and producing statements.

The Treasurer shall receive and account for all money belonging to the Club; collect membership payments, monthly dues, charges for flying, and other assessments; prepare annual financial statements; prepare Trustee meeting Income Statement, Balance Sheet, and Cash Flow Statement; file Federal, State and Local tax returns as required; and pay all bills from available Club funds as well as maintain records showing appropriate contact information of all members.

The Treasurer shall provide members an activity statement and account balance for each calendar month before the end of the following month. The Treasurer may sign checks and approve expenditures up to \$5000.00. The Treasurer shall be bonded, (unless waived by the Board of Trustees) the premium thereof to be paid by the Club. The Board, at its discretion, may elect to compensate the Treasurer for their time involved in invoicing and bill payment.

5. **Chief Aircraft Maintenance Officer.** The Chief Aircraft Maintenance Officer shall ensure that the aircraft logbooks are maintained and are current; that Club aircraft are in proper operating condition by or under the supervision of properly certified aircraft and power plant mechanics; that all necessary inspections, overhauls and compliance with airworthiness directives are obtained; that all service bulletins for the aircraft are screened and implemented if applicable, ; and that all papers required upon completion of inspections and major repairs are executed and preserved.

6. **Chief Flight Instructor.** The Chief Flight Instructor shall be

responsible for maintaining standardized procedures for all Club members, checking out all Certified Flight Instructors ('CFI's') selected and approved by the Board of Trustees. The Chief Flight Instructor shall encourage and promote the safe operation of the club aircraft; The Chief Flight Instructor shall encourage and promote the safe operation of the club aircraft.

7. Safety Officer

The safety officer will work closely with the board of trustees and advise the club with regard to safety issues both aviation related and ground related. He/She is responsible for planning, organizing, and coordinating the aviation safety program in the club. The safety officer is also responsible for leading safety investigations for any safety incidents in the club. If the Safety Officer is involved, then the Board will appoint someone else to lead the investigation.

The Chief Flight Instructor and Safety Officer will represent the Club in any action taken by the FAA involving a member of the Club. The chief flight instructor and the safety officer will coordinate with the FAA for any incidents or accidents.

- C. If any office, other than that of President, becomes vacant for any reason, the Board of Trustees shall appoint an interim successor who shall perform the duties of such office until such time as the Members shall elect a successor who shall hold that office for the remainder of the unexpired term.

ARTICLE IV – REQUIREMENTS FOR MEMBERSHIP

- A. Application for membership. All prospective members shall fully and truthfully complete and sign the current membership application in effect at the time of the application. All membership application forms shall be prepared by the Board of Trustees
- B. Every Member of the Club shall at all times be bound by the Code of Regulations, the Standard Operating Procedures, and such other rules and regulations as may be established by the Club.
- C. Membership Categories, Privileges and Required Payments are specified in Operating Procedure 2012-04, and per Article X.B. of this Code may be amended from time to time by action of the Board of Trustees.

ARTICLE V - MEETINGS

- A. Regular and Annual meetings of the members in good standing of the Club shall be held at such times as the President or the Board of Trustees shall determine. An Annual meeting shall be held in the first calendar quarter of each year.
- B. Special meetings of the members may be convened by the President or at the request of a majority of members in good standing.
- C. The President, or in his absence, the Vice President, or in the absence of the President and Vice President, any other member of the Board of Trustees, shall call the meeting of members to order and act as the presiding officer thereof.
- C. At every Regular, Annual, or Special meeting, Active Members who are not suspended and are current with all payments on their accounts will be 'in good standing' and shall have only one vote per member.

- D. At any meeting of the members, a quorum shall consist of one-fourth of the total Active Members in good standing, as of the date of the meeting. Once a quorum of any meeting of member or board meeting has been established, the business of the meeting requiring a quorum may continue to be conducted even if a sufficient number of persons leave the meeting such that the number of participants remaining would have been insufficient to establish a quorum at the outset of the meeting.
- E. A majority vote of the Active Members in good standing present is necessary for the adoption of any motion or resolution and for the election of a member as an officer, except that the liquidation, termination, dissolution of the Club or the sale or transfer of substantially all of its aircraft or other assets, shall be subject to the requirements of Article IX herein.
- F. **Electronic Meetings.** At the discretion of the President, any meetings of the Club, including Board meetings, Regular meetings, Annual meetings, and Special Meetings, may be held: (i) wherein all attendees must be physically present; or (ii) wherein all attendees participate remotely by means of electronic communication; or (iii) wherein attendees may be physically present or participating remotely. Remote participation shall be acceptable utilizing any electronic means by which all persons participating in the meeting can hear each other, whether or not video communication is also established. Participation by means of electronic communication shall constitute presence in person at such a meeting, including for the purpose of establishing a quorum.
- G. For any member to vote at a meeting, the member must be physically or electronically present at the meeting to be eligible to vote, proxies shall not be permitted at any time.
- H. All meetings shall be conducted in all material respects in accordance with Robert's Rules of Order.

ARTICLE VI – FEES, DUES AND ASSESSMENTS

- A.** Access Fee. Upon admission as a provisional member, the provisional member shall immediately pay the current Access Fee. The amount of the current Access Fee shall be stated the Club's Standard Operating Procedures. Access Fees shall be set by the Board.
- B.** Monthly Dues and Hourly Flying Rates.
1. The monthly dues, hourly flying rates, and fuel surcharge limit shall be revised by the Board from time to time to reflect changes in costs. Members shall be advised of the revised charges by mailing or emailing written notice thereof to all members in good standing, except inactive members, with the next monthly bill. Such changes shall also be published in the minutes of the Board's meeting.
 2. The monthly dues shall be set by the Board to cover the current and projected fixed expenses of the Club. The hourly rates charged for flying an aircraft shall be set by the Board. The hourly rates shall be adjusted for changes in fuel costs, which shall be in addition to the hourly charge for each aircraft. Hourly rates shall also include such amounts as are necessary to accrue funds for anticipated future costs.
 3. For billing purposes as well as for tax purposes, flight time shall be accurately recorded on the Aircraft Log for the aircraft pursuant to the Tach meter. The times to be recorded include that indicated on the aircraft tach hour meter before the engine is initially started and that indicated on the hour meter after the engine has been finally turned off after the aircraft has been taxied to the hangar/tie-down position or accepted by another Club member. Should a discrepancy be noted between the previously recorded final reading and the

initial reading for the next flight, such fact should be noted in the remarks section of the Aircraft Time Log, and the fact brought to the attention of the Treasurer. In the event that the tach hour meter is not functioning or that no tach hour meter is available, time shall be computed to the nearest tenth of an hour. For maintenance usage, the time indicated on the aircraft tach hour meter shall be recorded prior to and at the completion of the maintenance flight. The maintenance usage shall be noted in the remarks section.

4. Each member is responsible for the charges they incur. The financial well-being of the Club depends upon the demonstrated financial awareness and responsibility of the individual members. Each member is responsible, for the prompt payment of charges for monthly dues, hours flown, fines, cost of repairs to Club aircraft chargeable to the member, and other assessments; failure to meet one's financial obligations to the Club in a timely manner constitutes a basis for administrative grounding, suspension, termination of membership or other administrative and/or legal action deemed necessary by the Board. Should administrative and/or legal action be necessary, the member shall be responsible for all fees, costs or expenses, including all reasonable legal expenses, incurred by the Club. . All financial obligations including dues, aircraft rental, and assessments are due when invoiced and payable by the 15th day of such month.
 - a. In the event that a member does not pay charges when due, the Treasurer may assess each month a penalty charge of 1-1/2% of the unpaid balance any time the unpaid balance exceeds \$20 and the Board of Trustees may elect to ground the member for non-payment.
 - b. When a member is grounded by the Board for nonpayment of dues and assessments, he/she shall automatically be considered a suspended member if payment is not made in full within 30 days.
 - c. Suspension of Monthly Charges. The Board may authorize a Member to take a Leave of Absence ("LOA") of no greater than 180 days in the event of ill health, extended travel, or other extenuating circumstances, subject to veto by the membership at the next membership meeting. Members on LOA will be relieved of monthly charges while on leave. LOA Members may not vote, fly the Club aircraft, and will not have any rights to the Club or its assets. Members wishing to terminate their leave and return to full Active status may do so by notifying the Treasurer, at which time the member's Active Membership shall be reinstated. A LOA member whose leave extends beyond 180 days shall automatically become an Inactive Member.

ARTICLE VII - COMMITTEES

- A. **NOMINATING.** The nominating committee shall consist of at least three (3) members appointed by the President. No current officer may serve on the nominating committee. The nominating committee shall meet and formulate its proposed slate of officers and make its report at the annual meeting of the Members.
- B. **AUDIT.** Every year the books and records of the Treasurer will be audited by an audit committee, which shall be comprised of the Secretary, and two (2) additional club members who will be appointed by the President. The Secretary shall serve as the chairman of the audit committee and the audit will be conducted in the second calendar quarter of the year. The Board of Trustees may retain outside independent auditors at any time.
- C. **SAFETY.**
1. An Ad-Hoc Safety Committee consisting of the Safety Officer and two (2) members of the Club who are not currently serving on the Board of Trustees shall be appointed by the President. The Safety Committee upon its own initiative or at the request of any member of the Board of Trustees investigate and report on aircraft accidents and incidents involving either a member of the Club or any damage to any property belonging to the Club.
 2. The Safety Committee shall be chaired by the Safety Officer. If a member of the Safety Committee is involved in any accident or incident, the President shall appoint a substitute for that member to serve on the Safety Committee to investigate that particular accident or incident.
 3. The Safety Committee shall conduct any such accident or incident investigation according to SOP and shall make known to the Board and to all parties involved, its findings and recommendations in the form of a written report for each accident, incident and/or damage claim.

4. The Board of Trustees, upon receipt of the findings of the Safety Committee, shall offer to all parties involved in the accident or incident the opportunity of a hearing as provided herein. After the hearing, or if such hearing is waived in writing by all the parties involved in the accident or incident, the Board shall decide the financial responsibility of the parties. The decision of the Board shall be final. If any of the parties involved in the accident or incident do not attend the hearing, the hearing shall take place in their absence. The Safety Officer shall not sit with nor vote as a Board member during such hearing when they have participated as a member of the Safety Committee.
5. If the Board determines that a member is responsible for an accident, incident, and/or damage claim, the Board may suspend or terminate a member's Club membership, and may, in addition or in the alternative, modify the member's Club privileges or impose additional training requirements and/or limitations to the member's Club privileges.

Whether or not the Board elects to take any such action with respect to the member's Club membership and privileges, the Board may require the member to reimburse the Club for the actual costs incurred by the Club, but no more than the lesser of the deductible amount of the Club's applicable insurance policy or the amount actually paid by the Club because of the accident, incident, and/or damage claim. Upon reaching a final decision with respect to the actions described in this paragraph, the Board shall report such actions to the Club members at the next meeting of the membership.

6. All obligations imposed on any member as a result of the decision of the Board shall be satisfied as soon as possible and not later than thirty (30) days after written notice. The members at all times shall be responsible for the prompt payment of all financial obligations.

ARTICLE VIII – RESIGNATION, SUSPENSION OR TERMINATION

- A. Resignation. A member wishing to resign from membership must provide such notice in writing to the Treasurer. Resignations shall be effective at the end of the calendar month following the month in which notification of the resignation is received by the Treasurer, provided the member's account is paid in full. If the account of a resigning member is not paid in full, he/she shall continue to be assessed monthly dues and shall be subject to the monthly fine of 1-1/2 percent of

the unpaid balance as provided for above. Upon resignation, the member shall forfeit all right, title and interest in and to any funds or property of the Club at all times thereafter.

- B. Suspension. Any member may be suspended by the Board, pursuant to the Code of Regulations and Standard Operating Procedures. The duration of the suspension shall be determined by the Board.

- C. Termination of Membership. Upon the termination of a member, the member shall forfeit all right, title, and interest in and to any funds or property of the Club at all times thereafter. Membership may be terminated as follows:
 - 1. Upon written resignation and payment in full of their account.
 - 2. Upon death or permanent disability of the member. The payment in full of their account shall be determined by the Board.
 - 3. Upon a majority vote of the Board at a meeting for expulsion of a member for conduct contrary to the interests of the Club. Nonpayment of any club charges may constitute grounds for expulsion by the Board. Such vote shall be held as soon as possible but no sooner than five (5) days after notice in writing of the charges against the member has been delivered electronically or in writing to the last known email address or physical address of the member.

ARTICLE IX - DISSOLUTION

- A. If the Club becomes insolvent or is unable to continue to provide services to its members, or upon the approval to dissolve and liquidate by at least seventy-five per cent (75%) of the Members in good standing present at the meeting, the Board shall appoint a committee to review and recommend if the Club should be dissolved and the assets liquidated. Any membership applications accepted within 180 days prior to this meeting shall be considered provisional per Article 4 Section B and will not participate in any liquidation of the Club or its assets. However, Provisional Members in good standing will receive a refund of their Access fee upon liquidation.

- B. The Committee shall make its report and recommendation to a Members meeting and upon the approval to dissolve and liquidate by at least seventy-five per cent (75%) of the Members in good standing present at the meeting, the Club shall disband and liquidate.
 - 1. All club assets shall be sold and liquidated as practical.

2. Any club debts and liabilities that are guaranteed by any Member personally, shall be paid in full, then all other debts and liabilities of the Club shall be paid in full if funds are available and if there are insufficient funds, then on a pro rata basis.
3. Any funds or assets that remain after the payment of all debts and liabilities shall be distributed upon an equal basis to each current Member that is in good standing at all times for the period commencing 180 days prior to the date that the Club held its first meeting on the matter to dissolve.

ARTICLE X – STANDARD OPERATING PROCEDURES

- A. The Club shall establish a set of Standard Operating Procedures (SOP's) governing the use of aircraft, scheduling procedures, finances, and charges for use of Club property, procedures for the payment of charges and assessments, and such other rules and operating procedures as are required for the proper operation of the Club.
- B. The Standard Operating Procedures may be established, amended, added to, or deleted by a majority vote of the Board. However, all such changes shall be subject to veto by a majority of the members in good standing, present at the next Regular, Special, or Annual meeting of the Club.
- C. In the event of any discrepancy between the provisions of this Code of Regulations and any term or language found in any Standard Operating Procedure, the provisions of this Code of Regulations shall be controlling.

ARTICLE XI - AMENDMENTS

- A. The Code of Regulations may be amended at any meeting of Members by an affirmative vote of the majority of Active Members in good standing present at the meeting. The Code of Regulations shall not be amended unless any proposed amendment is mailed or electronically forwarded to members with at least seven (7) day advance notice of the meeting at which the vote is to take place.

REVISION HISTORY

| Version | Date Approved by Membership |
|---------|-----------------------------|
| 1.0 | 05/12/2012 |
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| 1.4 | 14/01/2015 |
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