

Wings Over Waxhaw Flying Club, Inc.
By-Laws

Whenever these By-laws, the Club Standard Operating Procedures, or any other pertinent information are amended a notice shall be given to all members.

ARTICLE I

PURPOSE

The Wings Over Waxhaw Flying Club, Inc. (WOW), hereinafter referred to as the "Club" or by name, is a North Carolina non-profit organization incorporated under the laws of the State of North Carolina for the purpose of providing for the social fellowship of the Club's members through the Club's ownership of aircraft for the members' personal and recreational flying. The mission of the Club is to promote the camaraderie and fellowship of members and to provide well-maintained aircraft for members' use.

ARTICLE II

MEMBERSHIP

The number of members and the admission of new members shall be determined by a majority vote of the Club's Board of Directors. JAARS employees and their families (Spouse and children only) will be exempt from initiation fees. Every member of the Club shall be responsible for the safe operation of Club equipment. Every Club member will be expected to conduct himself/herself in a cooperative and friendly manner when dealing with other Club members, with JAARS personnel, and in dealing with the public.

There will be seven (7) membership Categories:

- 1.) **Active:** A member who is in good standing has full rights and privileges including voting and aircraft use consistent with the Club Standard Operating Procedures (SOP). Good standing means that the member is current in the payment of all financial obligations including monthly dues.
- 2.) **Inactive:** A member may be transferred to "Inactive" upon request. In order to be voluntarily transferred, the member must arrange with the Board of Directors to pay-in-full any financial obligations. A member may be "involuntarily" transferred to inactive status by the Board of Directors if the member is delinquent in ~~their~~ his/her financial obligations. An involuntarily transfer may occur if the member is two (2) consecutive months overdue in payment of monthly dues or outstanding fees. A member may remain Inactive for a period not to exceed six (6) months. During this period the member is not obligated to pay monthly dues. However, the member will have flight privileges and voting rights suspended. The member may return to Active membership upon approval by the Board of Directors and payment of all balances due for each month they were inactive.
- 3.) **Social:** A member who has not flown Club aircraft within a 1-year period will be classified as a social member. These members are required to pay monthly dues and will have voting privileges but not flying privileges.

- 4.) **Military:** Members who are active-duty Department of Defense members on assignment out of their state of residency will not be obligated to pay dues in months in which they do not fly.
- 5.) **Family:** Family members are additional members from the immediate family of an existing member who pay reduced dues and receive the rights and privileges of an Active member.
- 6.) **Special:** These are members who reside out of the area. These members are not required to pay monthly dues except for the month(s) that they fly. A member who has not flown within 1 year will be terminated from membership or may transfer to a Social member.
- 7.) **Friend of the Club:** Friends of the Club are non-dues paying members who have a casual interest in the Club, a desire to socialize with the Club, and who do not have any rights or privileges of any other category of member.

Any membership may be terminated by the majority vote of the Board of Directors when the Board determines that such action is in the best interest of the Club. The member shall receive notice within 15 days prior to termination and the reason(s) for termination. The member has the right to appeal the decision to the Board of Directors for reconsideration based upon additional information not previously known to the Board.

ARTICLE III

MEETINGS

General Membership meetings shall be conducted on a routine, periodic basis as determined by the Board of Directors.

An Annual meeting of the membership shall be held in December. The principal purpose of the annual meeting is to elect members of the Board of Directors for the coming calendar year. The date for this meeting will be determined by the Board and at least two weeks' notice will be provided to members through email to the email addresses registered in the flight scheduling tool.

A "Special" meeting may be called by the President or any two (2) Directors or upon receipt of a written petition from twenty (20) percent of Active members. Upon receipt of such a petition the President shall schedule a general membership meeting within 2 weeks. Members shall be provided at least ten (10) business days notice prior to a Special meeting.

A notice will be sent to the membership 2 weeks prior to a meeting at which a vote is required. At this meeting, a quorum of at least one-fourth (25 percent) of the eligible members with voting privileges shall be present when a vote is required. Two-thirds majority vote of those present shall be required to carry a motion. If a quorum does not exist at a meeting of the members, the decision passes to the Board of Directors. Any member entitled to vote and unable to attend a meeting may

designate another voting member as a proxy by filling out the Club Proxy Form. All proxies shall be turned in to the Secretary or his/her designee prior to the vote. There is no provision for absentee voting. This paragraph does not apply to the Annual Meeting for the election of the Board of Directors which is addressed in Article IV below.

ARTICLE IV

OFFICERS

The officers shall be President, Vice-President, Secretary, Treasurer, and Maintenance. There may be other non-voting board members elected by the membership for the purpose of advising the Board. The Officers will form the Board of Directors. In order for any member to be considered for an officer position, they must be an Active member in good standing at least 18 years of age. It shall be the duty of all officers to conduct the activities of the Club in an efficient and professional manner and to safeguard the interests of the Club at all times.

Officer Elections

Officer Elections will be held at the annual meeting in December. The Board of Directors may solicit candidates no later than November 15, and the candidates will be announced prior to the meeting. Each candidate will attend the meeting and will present a verbal statement explaining why he/she wants to serve. Election to the Board shall be by paper or other means such as electronic ballot, provided that these ballots are accessible to all members in good standing during the meeting. Voting will be by secret ballot. The candidate with the greatest number of votes shall be elected. If there is a tie, a runoff election will be held in attempt to break the tie. If the tie is not broken, and neither candidate is willing to withdraw, a coin toss will be used to determine the outcome. Any member entitled to vote and unable to attend the meeting may designate another voting member as a proxy by filling out the Club Proxy Form. All proxies shall be turned in to the Secretary or his/her designee prior to the vote. There is no provision for absentee voting.

Board of Directors

Officers of the Club shall constitute the Board of Directors and shall hold a two-year term of office beginning on January 1 following the December election and ending on December 31 of the second year.

Meetings

A quorum of the Board shall be at least three board members. Approval shall consist of a minimum of 3 votes by Board members present.

Officer Removal

A majority vote of all Board of Director members shall be required to remove an officer.

Vacancies on the Board of Directors

In the event of a vacancy on the Board of Directors, the remaining officers may appoint a temporary officer to serve until the next appropriate membership meeting, at which time an election shall be held to fill the vacancy.

President

The President shall be the Chief Executive Officer and serves in consultation with the Board of Directors. As President he/she shall supervise and manage the business and affairs of the organization. The President shall have the overall responsibility for the proper and efficient operation of the Club. The President shall call and preside at meetings of the Board of Directors and at meetings of the general membership of the Club. The President shall make appointments to ad-hoc committees as deemed appropriate and perform other duties as properly pertain to the office.

Vice-President

The Vice-President shall assist the President and shall perform such duties as may be assigned by the President or by the Board of Directors. In the absence of the President the Vice-President shall perform the duties of the President and when so acting shall have all the powers of and be subject to the restrictions of the President. The Vice President or his/her designee will be the primary liaison between the members and the Board of Directors.

Secretary

The Secretary shall oversee the proper and permanent filing of the Club minutes, correspondences, and other legal documents. The Secretary shall maintain current membership lists. In addition, the Secretary shall have responsibility for maintaining the Club mailbox.

Treasurer

The Treasurer shall be the Chief Financial Officer and shall have the care and custody of all funds. The Treasurer shall be responsible for the maintenance of all Club accounts and depositories. He/she shall provide a financial report to the Board of Directors monthly and shall prepare an annual report of the financial status of the Club, which shall be made available to all Club members. The Treasurer shall assure that member statements are accurate, up-to-date and shall insure that member's outstanding balances are paid on time. The Treasurer shall recommend to the Board of Directors the amount and type of insurance.

Duties of the Maintenance Officer

The Maintenance Officer shall assure that all club equipment is properly maintained to ensure airworthy condition at all times to include compliance with all FAA regulations and airworthiness directives. He/she shall have the power to ground the aircraft. In addition to overseeing accurate entries in the equipment logs, the Maintenance Officer shall keep detailed records on each piece of equipment for accounting and record keeping purposes. The Maintenance Officer shall coordinate

maintenance activities to be sure that all needed parts are procured satisfactorily. The Maintenance Officer shall provide monthly reports to the Board of Directors and general membership as to the status of equipment. The Maintenance Officer shall maintain the Flight Circle maintenance management system to ensure that squawks and routine maintenance are properly scheduled.

ARTICLE V

GENERAL REGULATIONS AND MEMBER RESPONSIBILITIES

Standard Operating Procedures (SOPs)

The Board of Directors is authorized to specify and adopt (at any time and without advance notice) any additions, changes, or deletions as may be required in the Standard Operating Procedures (**SOPs**). Such procedures may include: the direct operation of Club equipment, related matters of safety, scheduling, use of Club equipment, and reporting squawks. Each member shall be provided a copy of the **SOPs** and any changes will be communicated to the members.

Financial

Dues are assessed on the first calendar day of the month and payment in full is required no later than the last calendar day of that month in which charges are incurred. Other assessments that the Board of Directors may properly declare shall be at a schedule set by the Board of Directors. Any member that has not paid his/her financial obligations is subject to be involuntarily transferred to inactive status.

ARTICLE VI

LIABILITY OF MEMBERS

If a Club member is found to be responsible for damage to Club property, or non-Club property, the member will be responsible for paying the insurance claim deductible or damages. The member may be held responsible for damages/loss of use at the discretion of the Club's insurance carrier or the Club's Board of Directors.

The Club shall be liable for the damage of any property involved in an accident that is due to an undetectable mechanical failure of the aircraft. An undetectable mechanical failure is one that would not be discovered in a thorough pre-flight inspection or during the preflight run-up.

A Club member shall be liable for the damage of the aircraft involved in an incident/accident not covered by insurance when due to the member's

negligence and/or poor judgment.

Whether or not any incident/accident is caused by negligence and/or poor judgment or mechanical failure will be determined by the Board of Directors, and when appropriate, with the aid of an official FAA/NTSB accident report.

Providing that the Board of Directors determines that a member is not liable, the Club will pay the insurance deductible.

If policy coverage is not applicable, the Club shall not be liable for any personal property losses of the members.

ARTICLE VII

AMENDMENTS TO THE BY-LAWS

By-Laws of the Club may be adopted, amended, or repealed by the Board of Directors by a two-thirds (66%) majority vote at any regular or called meeting of the Board of the Board of Directors. The President will be required to publicize the proposed amendment change to all Club members at least two weeks in advance of the planning meeting clearly stating that the Board of Directors intends to act on the amendment in question and that member input is invited. The President will also be required to place the proposed amendment on the agenda for the meeting. If the proposed amendment passes by a two-thirds majority vote at the Board of Directors meeting, the amendment shall take effect immediately, but if the amendment does not pass, no change will take effect.

ARTICLE VIII

INDEMNIFICATION OF DIRECTORS AND OFFICERS

Each person who was or is made a party to or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative, or investigative (hereafter a "proceeding"), by reason of the fact that he or she is or was a director or officer (hereafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director, officer, or agent, shall be indemnified and held harmless by the Club to the fullest extent authorized by the corporation law of North Carolina, as the same exists or may hereafter be amended, against all expense, liability and loss (including attorneys' fees, judgments, fines or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue as to an indemnitee who has ceased to be a director, officer, or agent and shall inure to the benefit of the indemnitee's heirs, executors, and administrators; provided, however, that the Club shall indemnify any such indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized by the Board

of Directors of the Club. The right to indemnification conferred in this Section shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereafter an "advancement of expenses"); provided, however, that if the corporation law of North Carolina requires, an advancement of expenses incurred by an indemnitee in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such indemnitee, including without limitation, service to an employee benefit plan) shall be made only upon delivery to the Club of an undertaking, by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal that such indemnitee is not entitled to be indemnified for such expenses under this Section or otherwise (hereafter an "undertaking").

ARTICLE IX

DISSOLUTION

Dissolution proceedings may be initiated by presentation to the Board of Directors of a written request for dissolution signed by 33% or more members. Upon receipt of such a request, the President shall call a meeting to be held within 20 days from receipt of the request. In the meeting duly convened for the purpose of dissolution of the Club, a quorum must be present. In order to dissolve the Club a 2/3 majority vote of those eligible to vote (Active, Family, or Social) must be obtained. If a dissolution is voted by the majority vote all assets owned by the Club (after the Club has paid all liabilities/debts) shall be distributed to an organization decided by the Board of Directors which qualifies as an exempt organization pursuant to Section 501(c)(3) or Section 501 (c)(7) of the Internal Revenue Code of 1954.