

DAL-TEX FLYERS
BY-LAWS
Effective 4/17/2021

Article 1 - Adoption

These By-Laws will become effective immediately upon adoption by the Board, and upon ratification by two-thirds of the voting membership.

Article 2 - Amendments

Section A: These By-Laws may be altered or amended by a two-thirds favorable vote of the general membership at a regular or special membership meeting and/or by mail, provided that the proposed amendment shall have been presented to the members of the Association for at least thirty (30) days prior to the meeting at which the proposed amendment shall be presented, and must be consistent with existing Association regulations, and will go into effect immediately unless otherwise specifically provided. All votes cast by mail must be returned to the Board at least three (3) days prior to the voting meeting.

Section B: Any amendment or change to these By-Laws shall be attached hereto, and every member of the Association shall then receive a copy of the original By-Laws. The original By-Laws may be amended, or completely replaced by a two-thirds favorable vote of all members.

Article 3 - Membership Classification and Privileges

Section A: Membership shall be classified as Active and Suspended.

Section B: An Active member shall be considered as one who has been favorably voted on by the Board and who is not under suspension. He shall be tendered all privileges and benefits within the power of the Association to bestow. An active member must have accumulated a minimum of 125 hours total private pilot flight time, of which 10 are to be in the same make and model and have obtained a High Performance log book endorsement in the same make and model of aircraft in which he desires the privilege of operating as Pilot in Command.

Section C: A Suspended member shall be considered as one who has been temporarily denied all pilot-in-command privileges of the Association by majority action of the Board. Dues and assessments of this member shall continue, however, as well as any other response-ability

assumed by the other members of the Association. A period of suspension shall be limited to thirty (30) days at the end of which time the Board shall be required to take further action or the member shall automatically become Active again, except cases where moneys are due the Association or requirements in compliance with the FAR's have not been met.

Article 4 - Membership

Section A: The number of Active members shall be limited to 10.

Section B: Applications for membership shall be addressed to the President, who shall, not later than the next regular Board meeting, bring them to the attention of the Board for action.

Section C: Upon approval of the application by the Board, the appropriate officer shall put the name of the applicant on the waiting list.

Section D: A favorable vote of a majority of Board members of the Association shall be required to admit an applicant to Active membership.

Section E: A member may sell his membership to another person, subject to approval of the Board. A new member must purchase the share from the selling member at a cost agreeable between the buyer and seller, the amount of which is of no concern of the Association, unless the Association is selling the share. Sale proceeds shall be paid through the Association; otherwise, the membership will not be transferred. Any unused flying credits associated with the shares being sold shall be credited to the new owner upon completion of the sales transaction.

Section F: For cause to be determined by a two-thirds in-favor vote of the Board of Directors at a regular or specially called meeting, and after ten (10) days written notification of such meeting and a reasonable opportunity to present his case, a member's membership may be suspended or terminated. A suspended membership means immediate discontinuation of Association rights and privileges, but may later be reinstated. A terminated membership means immediate expulsion from the Association. Upon termination of membership, a member may not use any aircraft or aircraft facilities or equipment owned, maintained, leased or in the care and custody of the Association, and must surrender to a Association officer any Association aircraft, aircraft keys, hanger keys, tool box and/or test equipment keys, tools, logs, maps, navigational equipment, aircraft accessories, FAA documents, insurance documents, funds and any other Association property. Further, all moneys due the Association by the suspended or expelled member must be paid to the Association within thirty (30) days of the date of suspension or expulsion. Further, the member suspended or expelled automatically loses his initiation fee, all

moneys on deposit with the Association, and all advance dues and deposits paid to the Association. However, the Board of Directors may, by majority vote, allow the suspended or expelled member to sell his membership to an incoming member. In the event the suspended or expelled member owes moneys to the Association for any reason, then the proceeds of the sale of his membership must first be applied to such debt, with the remaining balance to go to the former member. All sales of memberships with suspended or terminated members may be negotiated only through an officer of the Association, and all proceeds must be paid through the Association; otherwise, membership will not be transferred.

Section G: (a) When a court determines a member is incompetent, or a member dies, that membership will automatically be deemed terminated, and all interest in that share shall immediately pass to the association subject to a redemption period. The member's estate shall remain liable for any amounts past due, prorated amounts that accrued before termination, and its portion for any repairs or maintenance that Daltex ordered before termination of the share. Within 10 days of learning of a members passing or court order, the Secretary or designee of the president shall send a written notice to the estate of the deceased member, via certified US mail, and by email to the last known addresses on file with the board. That notice shall be dated, state that the share has been terminated by operation of these By-Laws, include a copy of the constitution and these by-laws or a URL link to them, include the most recent bill, advise of any pending assessment, and recite paragraph (b). [*Added by Amendment 4/17/2021*]

(b) A share which has been terminated under this section, is subject to a redemption period. That period begins upon the member's passing or order of incompetence, and expires 45 days after the notice required under paragraph (a) is postmarked. During the redemption period, the estate's designee, spouse, or any immediate family member may exercise an option to designate a broker to sell the share so that the estate can receive the net proceeds just as if there had been no termination. To exercise that option, all past amounts due must be paid in full, along with submitting to the board a written notice giving the name, address, email, and phone number of the person who will act as the broker. The deceased's flight privileges do NOT vest to the broker, nor to any heir. Access to the aircraft or hanger without a current member being present is subject to board discretion. The transfer of the share is subject to Section E of this Article, just the same as any other transfer. The redemption period is automatically extended while new invoices are paid in full, including the mandatory hour. The redemption period automatically expires, along with the brokers authority and any rights of the estate to proceeds, when:

- a) any portion of an invoice becomes more than 90 days late, or
 - b) if the option to designate a broker is not timely exercised,
- which ever comes first. The association is not responsible for determining the distribution

among heirs, therefore any net proceeds due the estate, shall be made payable to: "The Estate of {member's name}". Any instructions from the broker or the estate to the contrary will be disregarded. The treasurer shall deliver all payments via certified mail or Fed wire to the executor, probate attorney, or registry of the probate court. The costs of Postage and Fed Wire Fees incurred by complying with this Section shall be charged against the estate and may be deducted from the proceeds. [*Added by Amendment 4/17/2021*]

Article 5 - Flying Regulations

Flying regulations and any other regulations deemed necessary shall be adopted and shall have the same force and effect as if published as a part of these By-Laws. It is mandatory that all members comply with such regulations or face expulsion action.

Article 6 - Duties of Officers and Members

Section A: It shall be the duty of all officers to conduct the activities of the Association in an efficient and businesslike manner, serve on the Board of Directors, and safeguard the interest of the Association at all times.

Section B: The President shall:

- a) be the chief executive of the Association and Board of Directors;
- b) execute in the name of the Association all certificates of membership, contracts and instruments of documentation, following their approval by the Board;
- c) direct flying activities of the Association;
- d) be responsible for the conformity of aircraft in regard to Association, airport, insurance and FAA Regulations.

Section C: The Vice-President shall:

- a) act as President in the absence of that official;
- b) have complete charge of all elections except for the replacing of Vice-President, in which case an officer chosen by the Board shall preside. In the event of the absence

- of both the resident and Vice-President at any regular or special meeting, a chairman shall be selected in accordance with the sequence of office listing in the Constitution;
- c) serve as the maintenance officer and be responsible for the proper maintenance of all Association equipment;
 - d) have the power to ground equipment at his own discretion for the benefit of the Association and from the viewpoint of safe operation;
 - e) ensure the compliance of appropriate directives in all areas of Association operation;
 - f) originate and supervise all tests, inspections and major overhauls of each Association aircraft in accordance with FAA Regulations and his own ability;
 - g) be responsible to the President and general membership for the maintenance of good flight safety standards and discipline.

Section D: The Secretary shall:

- a) keep the minutes of the general meetings and the meetings of the Board;
- b) serve notice of all meetings;
- c) handle Association correspondence;
- d) disseminate pertinent information to all Association members;
- e) maintain a reference file of all pertinent regulations and directives for the Board and other members of the Association.
- f) maintain a member file folder of all pertinent information for each member and maintain a roster of all members.
- g) Provide liaison and ensure compliance with the insurance carrier and make recommendations to the Board in the best interest of the Association.
- h) perform other appropriate duties as prescribed by the President, subject to the approval of the Board.

Section E: The Treasurer shall:

- a) Invoice and receive all Association moneys.
- b) Maintain an Association account in a federally insured depository.
- c) Maintain an Association Postal Box at a U.S. Post office located within a five (5) mile radius of the field at which the aircraft is based.
- d) Make all authorized disbursements.
- e) Make a monthly and an annual report of all his official transactions.
- f) Make recommendations to the Board in the best interest of the Association, and perform all other duties that properly pertain to his office.

Section F: The duties of the Board shall be to act on all matters of policy; to determine the initiation fees, monthly dues and flying charges; to act in a judicial capacity on violations of Association rules; to investigate accidents, to penalize members of the Association for violations of good flying practices; to have power of expulsion for unsafe operation; to protect the Association's interests and safeguard its welfare; and to audit the records and testify thereto.

Section G: The duties of the members shall be to attend all general and special meetings; to conduct themselves in a proper and fitting manner; to uphold the dignity of the Association at meetings and on the flying field; to be alert and mindful of the Association's interests; to exercise due caution and safety in flying; and to observe all Federal Aviation Administration, state, local, insurance, and Association flying rules and regulations.

Section H: Officer reimbursement shall be in the form of one non-cumulative, nontransferable, hour of free flying time per position, per month.

Article 7 - Finances

Section A: Financial stability on a self-supporting basis will be a prime responsibility of Association officials. Initiation fees, membership dues, and other financial assessments shall be determined by the Board. No member can obligate the Association except as set forth in the Constitution, By-Laws, and other regulations of the Association.

Section B: Each Board member shall have the authority to obligate or expend funds for normal operating costs of the Association up to \$500.00. The President or Maintenance Officer shall have the authority to obligate or expend funds for normal operating costs and for one-time obligations or expenditures of the Association up to \$1,000.00. The Board shall have the authority to approve all obligations and expenditures up to \$2000.00. [*Amended 3/6/2021*]

Section C: In the event of damage to any equipment of the Association, the following special rules shall apply, except where provided for elsewhere in the Association regulations.

- a) If any accident is caused through violations of Federal Air Regulations, the member(s) at fault shall be responsible for the uninsured portion of the damages.
- b) Any member is liable to the Association for any damage resulting from his own carelessness or negligence.
- c) In the event the member at fault is not able to pay the total charges, the balance of repair cost shall be taken from the Association treasury. The financial responsibility deposit of the member at fault will be charged for this amount. In the event that the member's deposit is insufficient, action will be initiated to recover the deficiency from the member.
- d) All repairs, authorized, made by, or paid for by any member of the Association shall be revealed to the Board immediately and without demand for inclusion in the aircraft log books and acceptance of the work completed.

Section D: No member of the Association shall make purchases in the name of the Association except as authorized by the Board.

Section E: Any member of the Association finding it necessary to purchase parts or to have any repair work performed on the equipment of the Association, in an emergency or during a cross-country flight, may do so in his own name. Upon presentation of a proper bill for such sales and/or services, he shall be reimbursed or given credit by the President when the repairs are not subject to Article 7, Section C.

Section F: Any member whose monthly dues are not paid within 30 days of billing, shall automatically be suspended and be denied the use of all Association equipment. The suspension in this case shall be automatically renewed each thirty (30) days by the Board or until such moneys are paid. After sixty (60) days in this suspended status, the member shall be declared by the Board as resigned, and shall forfeit all interests, rights and privileges in the Association.

Exceptions: Assessment account balance for parts, repairs, and up-grades.

- 1) A member may pay assessments for parts, repairs, and up-grades over three consecutive monthly billing cycles. This does not include monthly dues or cost of hours flown which must be paid monthly (See Section F above). If the assessment account balance has not been zeroed at the end of the third billing cycle, that member shall be treated the same as any member whose monthly dues are not paid within 30 days of billing (See Section F above).
- 2) While the aircraft is in annual, members will not be billed for mandatory flight time, and the billing of mandatory flight time for partial months in the annual will be decided by a majority vote of the executive board.

Section G: An audit of the Association's financial records shall be made at regular intervals not to exceed six (6) months. Special audits may be made at any time.

Article 8 - Initiation Fees

There is no initiation fee into the Association.

Article 9 - Dues and Flying Rates

Section A: Monthly dues will be regulated to pay fixed monthly expenses such as airplane and insurance payments, tie-down fees, projected cost of Annual Inspection and other expenses as set by the Board. Dues shall be payable in advance, or not later than within the next 30 day period following the normal billing cycle. Any prepaid dues shall be credited to the member's account. Any member whose monthly dues have not been received within that 30 day period will automatically be suspended until such dues have been received. Dues are placed at \$210.00 per month which includes one (1) hour of flying time, up to four (4) hours are allowed to accumulate before loss of that additional flying time. [Amended 2/23/2019]

Section B: An hourly charge will be placed on flying time as registered by a recording tachometer or other devices. This hourly charge will be regulated by the Board to adequately cover the cost of Fuel, Overhaul Reserve and Oil. Each member will be billed monthly, the amount of which will become due upon receipt of such bill. Any member failing to pay his Flying bill within the next 30 day period shall be suspended from Association privileges in

accordance with Article 3, Section C of these Laws and By-Laws. An additional 30 day period will be allowed in the case of Assessments before suspension from those Association privileges. At the present time, the hourly flying rate is \$95.00 per tachometer hour. This cost per flying hour is based on a fuel cost average of \$5.00 per gallon. \$6.00 per gallon is now set as a limit. If you refuel at an airport where fuel is over \$6.00 per gallon, you will pay any amount over the \$6.00 per gallon. It will not be part of the \$95.00 per hour wet rate.

Section C: Assessments shall be made for Parts and repairs not included in the Hourly charge or Monthly Dues. They shall also be made for other purchases as authorized by the Board.

Article 10 - Revisions of Assessments

Upon the recommendation of the Board, such recommendations, being based on actual operating costs of the Association, the Board may revise any fees, dues, assessments, flying rates, etc. Each member will be given thirty (30) days written notice of such changes.

Article 11 - Dissolution

Upon dissolution of the Association, all property shall be disposed of in accordance with Article 10 of the Association Constitution.

Article 12 - Flight Operation Regulations

Section A: Landings will be made only at FAA designated, hard surface airports as depicted on Sectional Aeronautical Charts except in an emergency.

Section B: No Association member will allow any passenger, regardless of any pilot rating held by that passenger, to handle the controls of any Association aircraft below 2,000 ft. above the ground, (AGL). A certified flight instructor may operate the aircraft below 2,000 ft. above the ground, (AGL), so long as he is giving flight instructions to a Association member, and meets the requirements of Section G. [*Amended 4/17/2021*]

Section C: Positively no aerobatics will be done in Association aircraft other than maneuvers required for flight tests.

Section D: Student Pilots not allowed. See Article 3 Section B.

Section E: Each member is responsible for servicing the aircraft after his flight, unless an agreement with the next Association member scheduled to fly the aircraft has been made for such servicing. Servicing is to include, but not be limited to, fuel and oil replenishment, removal of all trash and personal items from the aircraft and the notification of any problems with the aircraft equipment to the scheduler with backup information provided on the hanger message board. Problems that are deemed to cause the aircraft to become un-airworthy shall include immediate notification to a board member.

Section F: No member may operate the Association aircraft as PIC unless that member has logged time as PIC in the Association aircraft, or another high performance aircraft in the preceding 120 days. If a member does not meet the requirements of this Article, he/she must receive a checkout from a CFI prior to operating the Association aircraft as PIC. [*Added by Amendment 2/23/2019*]

Section G: A CFI may not provide instruction in the Association Aircraft unless he/she is providing instruction to an Association Member, has a total time of 500 total hours, has 10 hours of instruction in the same category and class as the association aircraft, has a commercial rating, a high performance endorsement, meets all requirements of the Association's insurance policy, and has not been previously disqualified by the board. The board may approve other instructors not meeting these standards, so long as they still meet all the requirements of the Association's insurance policy. It is the Member's responsibility to ensure that the CFI meets these requirements. [*Added by Amendment 4/17/2021*]

Article 13 - Scheduling of Aircraft

Section A: Scheduling of the aircraft may be done by internet to a designated scheduling program or other facility as arranged by the Board.

Section B: No member shall be on the schedule more than twice at any one time. This does not include schedules provided under Article 13, Section D. A member may still fly under the provisions of Article 13, Section E.

Section C: Any schedule of a full weekend cannot exceed four days including Saturday and Sunday. A member will not be on the schedule for more than two (2) weekends at any time and may not schedule any overnight time for the preceding seven (7) days and the following weekend, except under the provisions of Article 13, Section E or as otherwise approved by the Board. A day is defined as any portion of a calendar day.

Section D: A member will not be on the schedule for more than two (2) weekends at any time except as noted in this paragraph. All members are entitled to schedule one week per year. A week is defined as five to nine days and may include two weekends. Please note, the two weekends inside your annual week counts as one weekend. If you block the airplane for 5 to 9 days and only use it for four days or less, that counts as your week. You do not get to schedule the airplane for another week without going through the membership request process.

Section E: A member who is scheduled two (2) times and wishes to fly may schedule again, but no sooner than twelve (12) hours before the time of his requested schedule. A member who is restricted for the preceding seven (7) days of a weekend schedule or a full week schedule may also fly under the provisions of this section. It is desired that schedules under the provisions of this section be of a short duration so as to give other members an opportunity to fly.

Section F: If, for any reason, a member is unable to return the aircraft to the home-based airport at the end of his scheduled time, he must contact members who would be affected by the problem. Also, the Vice-President will be notified as soon as possible so that the next pilot who has a schedule may be notified in sufficient time to avoid undue inconvenience. Furthermore, the member/Vice-President will change the schedule with the estimated date and time that the aircraft will be returned and continue to keep the schedule updated with changes, either earlier or later showing the estimated date and time of the return. If the member has difficulty in contacting effected follow-on pilots and the Vice-president they will contact any of the Association board members in the following preferential order: President, Secretary, or Treasurer, thence any other general member who, in turn, will contact the follow-on pilot(s) and Board members. If, without sufficient reason, the member who has the aircraft, fails to make the proper notification about their inability to return the aircraft on time for the next schedule, that member will be fined in the amount of one current wet hour rate per each day that they fail to make the proper notifications. Moneys from these fines will be awarded to the Association treasury. [*Amended 3/6/2021*]

Section G: Cancellations should be made at the earliest time possible to allow others access to the Aircraft. This is important as it provides access to the aircraft for IFR flights when VFR flights are not possible.

Section H: An additional one (1) week flight period may be scheduled in a calendar year if the member contacts all other members and receives 100 percent approval at least fourteen (14) days prior to the second one (1) week period. This second week is defined as five (5) to ten (10) days not to include more than two weekends. Any member has the right to override the request if they need to aircraft during the same period. Telephone or Email contact is acceptable. If a member fails to respond to a telephone or Email request within seven (7) days, their silence is taken as

assent and is the same as approving the schedule.

Article 14 - Exemption from Property Taxes

Aircraft which are not held or used in the production of income are exempt from property taxes. In order to keep the aircraft exempt from property taxes no member will do any of the following:

1. lease, rent, or charter the aircraft.
2. consider using aircraft and/or accompanying expense for income tax purposes.
3. cover the aircraft as an income producing vehicle on an insurance policy.
4. receive reimbursement for any aircraft expenses.
5. register the aircraft in the name of a business or flying club.