

ULTRALIGHT AND SPORT PILOTS OF AMERICA

BY-LAWS

REVISED AUGUST 2025

Article 1: Club Description

Section 1. Name of Organization

Elsinore Valley Ultralight Pilot's Association (E.V.U.P.A.) doing business as Ultralight and Sport Pilots of America (USA) herein referred to as "the Club".

Section 2. Status

E.V.U.P.A. is a non-profit, Mutual Benefit Corporation. The Club's Corporation identification number assigned by the State of California is C1115257.

Section 3. Purpose

Private membership gathered for the purpose of education, safety and enjoyment in the theory and practice of ultralight/light sport plane flying activities.

Section 4. Location

The Club is a field-based operation located on the Perris Valley Airpark in the southwest quadrant of Perris Valley Airport (L65), 2091 Goetz Road, Perris CA 92570.

Section 5. Club Newspaper

- A. The Club newspaper or "flyer" shall be named the "ULTRALOG" and be published each month.
- B. The Ultralog shall be available on the Club website and distributed by email to club members only.
- C. Communications: Two (2) email lists shall be maintained.
 - i. The first, a list of members in good standing which shall be used to communicate club business such as the ULTRALOG, financials, suggested changes to the club by laws, dues increases, nominations, election results, etc.
 - ii. The second, a list of perspective members and guests which shall be used to solely communicate upcoming special events such as the annual fly-in or any other event which the general public will be invited to.
- D. The Ultralog shall contain the "minutes" of the previous month's club meeting along with various articles of interest and comments by club membership.

Article 2: Meetings

- A. The Board shall meet at least once a year, within 30 days after installation of new officers, and at times as the Board determines.
- B. Regular meetings of the membership shall be held on the first Saturday of the month at 10:00 A.M. on the months of October through May and at 9 A.M. on the months of June through September, excepting those months where a holiday prevails, in which case the meeting shall be on the following Saturday.

Article 3: Voting

- A. Only members in good standing may vote.
- B. Use of the term “vote” other than of the Board and unless otherwise qualified, means a vote at a regular meeting in which 40% of the members in good standing including a minimum of two officers are in attendance.
- C. Unless otherwise noted, all motions presented during a regular meeting require a simple majority vote to pass.

Article 4: Membership

Section 1. Membership Classes

- A. A member is considered in good standing, following their 90 day probationary period, when his/her dues and tie-down fees are current or less than 60 days overdue, and the member is not currently facing disciplinary action. Members in good standing enjoy all the rights and privileges the Club offers, may vote, and hold office.
- B. An inactive member is a member in good standing who chooses to become inactive in the Club for personal reasons. An inactive member may reinstate their membership by paying a reactivation fee of \$30. This action reinstates all rights and privileges as a member in good standing.
- C. An Honorary member is a long-time member in good standing whom the Board has determined to have given exemplary support and dedication to the Club. Honorary members shall have all the privileges of members except the right to vote or hold office and shall be exempt from payment of dues.

Section 2. Application for Club Membership

- A. Any person desiring membership in the Club may join.
- B. The prospective member will be on a 90 calendar day probationary period.
- C. The prospective member will pay the initiation fee of \$45 and will be required to pay monthly dues/tie-down fees and attend meetings during the

probationary period.

- D. New members shall sign the attached ACKNOWLEDGEMENT OF RESPONSIBILITY AND INJURY WAIVER and provide the executed copy to the Club Secretary.
- E. At the end of the probationary period, the prospective member shall automatically be considered as a full member in good standing so long as they meet the requirements as outlined in Article: 4, section 1 of this document and shall be awarded the rights and privileges as specified under Article: 4, section 1 of this document.
- F. Upon obtaining full membership at the end of the probationary period, at the next regularly scheduled club meeting, the new member shall receive a "New Members" packet consisting of but not limited to a T shirt, wings, club colors, decals, etc.

Section 3. Membership Responsibilities

- A. To comply with all Perris Valley Airpark flight rules. (SEE ATTACHMENT C)
- B. To comply with all Club by-laws and clubhouse rules.
- C. To conduct oneself in a courteous and respectful manner as relates to other members, their families and possessions.
- D. To be morally respectful of families and financially responsible for any damage caused by a member, his/her family, pets or guests to any aircraft, vehicle, trailer, sign, viewing station or other item of value whether through negligence or mishap.
- E. All members are fully responsible for family and guests.
- F. Children under 14 years shall be under the constant supervision of the member.
- G. The original renter of the tie-down space/hangar remains responsible for the monthly tie-down fee to the airport, maintenance of the space/hangar, and any damages caused.

Section 4. Disciplinary Action

- A. Any member may be subject to disciplinary action as deemed necessary by the Board or by majority vote at a regular meeting for any of the following:
 - i. Willfully disregarding Club by-laws
 - ii. Allowing their dues or tie-down fees to become delinquent
 - iii. Not reasonably maintaining his/her tie-down or hangar in good repair
 - iv. In the event that any member, member's family, pet or guest causes damage to another aircraft, vehicle, trailer, sign, viewing stand, etc., and does not make arrangements to reimburse the injured party.

- B. By Board decision or by majority vote at a regular meeting, after notice and hearing having been duly provided to the member as provided in Sub. C the Club may take the following disciplinary action:
 - i. Censorship
 - ii. Revoke membership, which removes permission to access the Perris Valley Airpark.
 - iii. For egregious offenses, such as several months of unpaid tie-down fees or damage to another's property, the offender's membership shall be revoked and the offender's aircraft, hangar, and contents of the hangar may be impounded and sold.
 - a. The Board will notify the offending member in writing the decision at least 30 days in advance of the sale using whatever contact information that member has provided to the Club.

 - C. Prior to imposing discipline as set forth in Art. 4, Sec. 4, Sub. B, other than forfeiture/impounding of the member's personal property, the Board shall provide the member subject to discipline with the following:
 - i. Minimum 15 days' written notice of the Club's intention to discipline the member, including the basis of the discipline and a summary of the evidence or information upon which the Board is relying: and
 - ii. Minimum 15 days' Witten notice to the member that the member is entitled to a hearing before the Board, or Membership if discipline is to be imposed by a vote of the Club Membership at a regular meeting, including the member's right to introduce witnesses and other evidence at the hearing: and
 - iii. A minimum 15 days' written notice to the member of the date, time and place of the hearing.

 - D. Prior to imposing the discipline set forth in Art. 4, Sub. B (iii). The Board shall provide the member subject to discipline with the following:
 - i. Minimum 30 days' written notice of the Club's intention to discipline the member, including the basis of the discipline and a summary of the evidence or information upon which the Board is relying: and
 - ii. Minimum 30 days' written notice to the member that the member is entitled to a hearing before the Board, or Membership if discipline is to be imposed by a vote of the Club Membership at a regular meeting, including the member's right to introduce witnesses and other evidence at the hearing: and
 - iii. A minimum 30 days' written notice to the member of the date, time and place of the hearing: and
 - iv. The proceeds from any auction for the sale of such personal property of a disciplined member, less all legal fees, storage fees, damages, debts owed to the Club, and any other costs associated with the auction and distribution of said funs, shall be sent to the disciplined member at the last known address of the member that has been provided to the Club.

 - E. The Club shall notify the Perris Valley Airport of any incident or activity which negatively affects PVAS property or operations.

 - F. Those who have lost their membership in the Club as a result of the Board's
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disciplinary reasons, may re-apply as a new member after one year from the date of their expulsion.

Article 5: Board of Directors

The Board has the authority to conduct all activities and affairs of the corporation's business except as reserved for membership vote as described in the by-laws. The Board may delegate the management of the activities of the corporation to any person or persons, management agency, or committee however composed, provided that the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board. (re. CA Corp Code 7210).

- A. The Board shall consist of five (5) officers: President, Vice-President, Secretary, Treasurer, and Sergeant-at-Arms. They shall be elected at a regular meeting and normally serve for a period of one year beginning on the first day of July and extending through the 30th day of June of the following year or until the officer's successor is elected.
- B. The office of President shall be held no more than two consecutive years by any one individual. After being out of office for a minimum of one year, a member shall be eligible for re-election to the office of President.
- C. Any officer may be removed from office before his/her respective term expires upon unanimous consent of the other officers or by majority vote at a regular meeting.
- D. Any officer may resign his/her office without reason or explanation by notifying the rest of the Board of his/her intent.
- E. The Board will call for a Special Election to fill a Board vacancy at any monthly general membership meeting during the year.
- F. See Attachment A for description of Club Officer's responsibilities.
- G. Members cannot run for club office until they have been a member in good standing for six months.

Article 6: Club Finances

Section 1: Financial Policies

- A. Club operating income shall be accrued from the dues and fees paid by the membership as set forth in Section 2, Dues and Tie-Down Fees, below, and Article 4 section 2, Application for Club Membership.
- B. Discretionary spending by the Board is limited to \$500 per project.
- C. Board spending beyond the discretionary limits requires prior approval by majority vote during a regular meeting.

- D. Minimum Treasury balance of \$5000 shall be maintained for emergency repairs of the club facilities.

Section 2: Dues and Tie-Down Fees

- A. Dues for membership shall be determined by the Board and are payable no later than Club meeting day of that month. Honorary members, Inactive members, are not required to pay dues.
- B. Membership aircraft that are located at Perris Valley Airpark are assessed a monthly tie-down fee to be determined by PVAS.
- C. Members who use their hangar for storage purposes will be subject to an increase in tie-down fees as determined by PVAS.
- D. The Club Treasurer shall collect the tie-down fees for PVAS.
- E. Dues and tie-down fees shall be kept current regardless of a member's geographical status at the time they become due and payable.
- F. Members in good standing may loan or rent their tie-down spaces/hangar(s) to other club members in good standing. See Attachment B regarding tie-down availability, hangars and sheds.

Article 7: Facilities

- A. The clubhouse, Hangar 21, and the common areas of the Airpark shall be maintained for regular meetings, as well as for the individual enjoyment of members including overnight camping. Clubhouse rules shall be posted in the clubhouse.
- B. Use of the clubhouse and club tie-down area is limited to Club members in good standing, Honorary members, members' families, and guests of members when accompanied by the member. Club members not in good standing, inactive members, and non-members have no individual access to the club facilities.

Article 8: Committees

- A. From time to time, committees shall be formed to accomplish various tasks, goals or events.
- B. Every committee shall have a Chairperson, appointed by the President, who shall act in the capacity of a club officer as it pertains to the committee's purpose(s).

- C. A committee Chairperson shall report to the club Vice-President on a monthly basis whenever the purpose of the committee exceeds a 30-day time period.
- D. A committee shall be dissolved by the president when the purpose for which it was formed no longer exists.

Article 9: Adding, Deleting or Amending By-Laws

- A. By-laws may be added, deleted or amended on an annual basis at the September meeting. Proposals shall be submitted at the July meeting and discussed by the membership at the August meeting. All of the membership shall be notified of the Proposals by email, or other means of communications. Members voting on By-law changes must do so in person at the September meeting.
- B. On occasion, it may be necessary to add, delete or amend a By-law throughout the year. If this should occur, the proposal shall be submitted 60 days or two meetings prior to any membership vote. After the 60 day notification, members may vote on the proposal in person at the following membership meeting.

Club By-Laws Attachment A

Club Officer Responsibilities

President. The President is responsible for the overall functional operation of the Club, presides over the monthly club meeting, and provides liaison with the Perris Valley Airport Manager, other local ultralight/light sport Clubs and ultralight/light sport plane organizations.

Vice-President. The Vice-President shall preside over the monthly club meetings in the absence of the President, receive monthly Committee reports, report on committee status at monthly meetings and arrange for food and drinks at the club meetings.

Secretary. The Secretary is responsible for taking the Minutes of the monthly Club meeting; maintaining the membership data base; filing reports to IRS, State of California and Dept. of Motor Vehicles; and overseeing the maintenance and operation of the Club Website and Ultralog newspaper. The Website Master and Ultralog Editor will report to the Secretary.

Treasurer. The Treasurer is responsible for maintaining the financial status of the Club and making accurate reports of the Club finances at the monthly meeting. Treasurer is responsible for collecting dues and tie-down fees from the membership, paying Club expenses and maintaining the Club checkbook.

Sergeant -At-Arms. The Sergeant-At-Arms will bring the monthly Club meeting to order and lead the Pledge of Allegiance and operate the "Raffle". The Sergeant-At-Arms is responsible for the tie-down management and aircraft movement onto and around the field.

Club By-Laws Attachment B

Availability of Aircraft Tie-Dow Spaces within Perris Valley Airpark.

Tie-down spaces are only available to Club members in good standing. Spaces are not available to non-members, probationary or prospective members. Exception occurs when a non-member buys a plane already occupying a Club tie-down. In which case the new owner must join the Club and pay dues and tie-down fees as prescribed in the By-Laws.

Tie-down spaces are available on a "first come-first serve" basis. A sign-up list is provided by the Club Sergeant-At-Arms. A non-members interest in locating their ultralight/sport plane aircraft at the Perris Valley Airpark should contact PVAS for an ultralight/sport plane tie-down spot and sign the PVAS waiver before bringing their aircraft onto the field. The airport manager has specified that Club members who tie down their ultralight/sport plane outside the Club tie-down area will be assessed the same as if their plane was tied-down within the Club area. No member in good standing can have his/her ultralight/sport plane aircraft moved or relocated by the Club or other member of the Club without the owner's consent.

- A. Tie-Down Spaces with Hangars. The Hangar is the property of the member. The tie-down space is the property of the Airport. The Club has no responsibility for collecting or arranging "Hangar Rent". Use of a hangar by a non owner/occupant is between the owner and the occupant. It is requested that the occupant be a Club member in good standing and conform to the rules above for obtaining the hangar/tie-down. Spaces designated as suitable for a hangar are determined by the Airport and not the Club. Hangar design and construction must be approved by the Airport.

- B. Regarding Storage Sheds. New storage shed placement must be of similar size and style as currently present on the field. New storage shed size/style/placement must be approved by the airport manager. The name and phone number of the owner must be posted on the shed for contact in case of an emergency.

- C. Regarding Long-Term Trailer Parking within the Club designated tie-down area. There will be no long term "outside" trailer parking without the expressed permission of the Airport Manager (PVAS) and the Club Board or membership by majority vote at a regular meeting.
 Long term trailer parking is permissible within an existing hangar in the Club tie-down area or outside the club tie-down area with the Airport Manager's consent. Fees for parking trailers are collected by the treasurer. Temporary trailer/motor home parking is permissible within the Club tie-down area for Club events and fly-ins.

- D. Regarding Member Responsibility for Tie-Down Maintenance. Each member is responsible for the maintenance of his/her tie-down. This includes weed control and keeping litter/junk picked-up. Members must do their part to keep the airpark area looking nice and safe from fire, accident or injury.
 The Club has the authority to discipline members who continually fail to keep their tie-down space clean and mowed. A club member will have 30 days to respond to a Club notification (letter, email or phone) to repair their tie-down or hangar site. On failure to respond to the notice, the Club will effect the repair at a charge of \$50 plus cost of materials. Failure to pay the charge/costs can result in disciplinary action in accordance with Article 4: Membership, Section 4: Disciplinary Action.

- E. Club members who use their hangar for storage purposes will be subject to an increase in tie-down fees as determined by PVAS.

Club By-Laws Attachment C

Perris Valley Airport Services (PVAS) Perris Valley Airpark Flight Rules.

- A. Perris Valley Airpark is a private field for the regular use by the Club members only.

- B. Only Club members may regularly use the PVAS runways for take-off and landing.

- C. Club members must sign the airport waiver before operating any aircraft at PVAS.
- D. All aircraft will adhere to the published Perris Valley Airpark flight pattern and flight rules.
- E. All aircraft will remain below 500 feet all (1920 feet msl) within one mile of the airport. There will be no aerobatic or “high performance” flying within one mile of the airport without PVAS authorization. All pilots are expected to fly in a safe, professional, and courteous manner at all times.
- F. All pilots are responsible to “see and avoid” and give right-of-way to parachutists and hot air balloons.
- G. For pilot safety it is strongly recommended that pilots of “open cockpit” aircraft wear helmets.
- H. All aircraft will avoid over-flying the main runway “drop zone” northeast of the main runway, the Bomb Shelter Restaurant and pool area or vertical wind tunnel.
- I. Club members are not authorized to operate ultralight or light sport aircraft for hire without PVAS authorization.
- J. All ultralight and light sport aircraft operated from Perris Valley Airpark will comply with applicable FAA regulations.
- K. All aircraft operated from Perris Valley Airpark shall have an operational radio and use standard radio procedures in reporting location and intention of flight, e.g., “five miles east for landing at ultralight field” while operating within five miles of Perris Valley Airport or Perris Valley Airpark airspace.
- L. Field based pilots of N-numbered Light Sport aircraft must possess a Sport Pilot or General Aviation certificate and be current in their log book to fly passengers at Perris Airport.
- M. Field based Experimental Light Sport aircraft must have Airworthiness Certificate, Registration, and Weight and Balance documentation on the aircraft to fly from Perris Valley Airpark.

- N. Club member pilots including Part 103 pilots are expected to use good judgment and common sense in adhering to the FAA regulations and if appropriate, self certifying sound medical flying status.
- O. Non-member pilots must receive prior approval from a Board member or be specifically invited by a member in good standing. It is solely the responsibility of all non-member pilots to meet the requirements to legally fly their type and class of aircraft. Non-member pilots landing at Perris Valley Airpark must complete and sign the seven page airport waiver, be briefed on the airport pattern and Perris Valley Airpark Flight Rules.
- P. In the event of a non-member pilot landing at the Perris Valley Airpark without permission or invitation, the pilot will be notified of the requirement to sign the airport waiver, the flight rules, and flight pattern if possible.
- Q. Other than ensuring that members agree to adhere to airport regulations, and to fly safely, the Club will not be a policing agency for the FAA.