

L19000043102

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

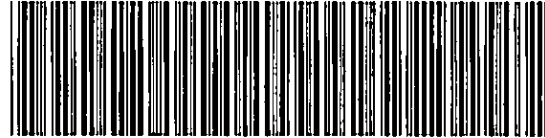
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



700324268207

02/12/19--01010--021 **130.00

FILED
19 FEB 12 AM 9:38
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

N CULLIGAN

FEB 20 2019

COVER LETTER

TO: New Filing Section
Division of Corporations

SUBJECT: Weirsdale Glider Club LLC
Name of Limited Liability Company

The enclosed Articles of Organization and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Bruce Cynamon

Name of Person

Firm/Company

17844 SE 159 Avenue

Address

Weirsdale, FL 32195

City/State and Zip Code

cynamonb@aol.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Bruce Cynamon

954

253-5246

at ()

Name of Person

Area Code

Daytime Telephone Number

Enclosed is a check for the following amount:

☐

\$125.00 Filing Fee

☒

\$130.00 Filing Fee &
Certificate of Status

☐

\$155.00 Filing Fee &
Certified Copy
(additional copy is enclosed)

☐

\$160.00 Filing Fee,
Certificate of Status &
Certified Copy
(additional copy is enclosed)

Mailing Address

New Filing Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address

New Filing Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I - Name:

The name of the Limited Liability Company is:

Weirsdale Glider Club LLC

(Must contain the words "Limited Liability Company," "L.L.C.," or "LLC.")

ARTICLE II - Address:

The mailing address and street address of the principal office of the Limited Liability Company is:

Principal Office Address:

17844 SE 159 Avenue Weirsdale, FL 32195

Mailing Address:

17844 SE 159 Avenue Weirsdale, FL 32195

ARTICLE III - Registered Agent, Registered Office, & Registered Agent's Signature:

(The Limited Liability Company cannot serve as its own Registered Agent. You must designate an individual or another business entity with an active Florida registration.)

The name and the Florida street address of the registered agent are:

Bruce Cynamon

Name

17844 SE 159 AVE

Florida street address (P.O. Box **NOT** acceptable)

Weirsdale

FL

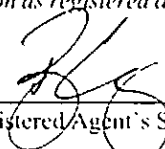
32195

City

State

Zip

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S..



Registered Agent's Signature (REQUIRED)

(CONTINUED)

FILED
19 FEB 12 AM 9:38
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE IV-

The name and address of each person authorized to manage and control the Limited Liability Company:

Title:

"AMBR" = Authorized Member

"MGR" = Manager

AMBR

AMBR

AMBR

AMBR

Name and Address:

Michael Angell

17921 SE 158 Court

Weirsdale, FL 32195

John Carlile

15721 SE 175 Street

Weirsdale, FL 32195

Bruce Cynamon

17844 SE 159 Avenue

Weirsdale, FL 32195

David Gidzinski

17828 SE 158 Court

Weirsdale, FL 32195

FILED
19 FEB 12 AM 9:30
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

(Use attachment if necessary)

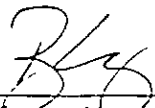
ARTICLE V: Effective date, if other than the date of filing: 01/28/2019. (OPTIONAL)

(If an effective date is listed, the date must be specific and cannot be more than five business days prior to or 90 days after the date of filing.)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

ARTICLE VI: Other provisions, if any.

REQUIRED SIGNATURE:



Signature of a member or an authorized representative of a member.

This document is executed in accordance with section 605.0203 (1) (b), Florida Statutes. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

BRUCE CYNAMON

Typed or printed name of signee

Filing Fees:

\$125.00 Filing Fee for Articles of Organization and Designation of Registered Agent

\$ 30.00 Certified Copy (Optional)

\$ 5.00 Certificate of Status (Optional)

Attachment
Member List

AMBR	Robert Boyer 17775 SE 158 Court Weirsdale, FL 32195
AMBR	Ron Normark 17701 SE 159 Terrace Weirsdale, FL 32195

By-Laws of Weirsdale Glider Club LLC

This is for the purpose of forming a Florida Limited Liability Company for the purchase and ownership in equal shares of a glider, trailer and accessories for sport aviation use. All members of the LLC must be property owners at Love's Landing Aviation Community.

This agreement constitutes the By-Laws of the Weirsdale Glider Club LLC, a Florida Limited Liability Company. The members of the LLC are listed on the signature page at the end of this document. A simple majority of the authorized members has executive authority to conduct the business of owning and flying the glider(s) owned by the Weirsdale Glider Club LLC, a Florida Limited Liability Company, including execution of whatever instruments may be necessary in the normal course of business. It is understood that each member shall have an equal interest in the assets and liabilities of the LLC.

Corporate Asset Use Agreement

The glider shall normally be kept at Love's Landing Airpark (97FL) Weirsdale, FL. The aircraft may be temporarily relocated to other airfields for events, access to tow service, or maintenance provided the shareholders agree on its movement and the duration of the move. A change in the normal location of the aircraft must be agreed upon by a majority vote of the members.

Storage and Tie Down Costs, will be paid in equal shares by the members. The members will share exclusive use. Each member may reserve the glider for his own use by prior scheduling with the designated Scheduler. In such an event he will notify the Scheduler by 4 PM the day before he wishes to use the glider. The Scheduler will notify the other people scheduled that the glider will be unavailable for general use during the reserved time period.

Pilots will be restricted to a maximum flight duration of two hours' of flight time per launch, unless other arrangement has been made in advance with the Scheduler. Pilots will be responsible for returning the glider in a timely manner. Club-owned glider(s) will be equipped with an approved VHF aviation transceiver.

Each member shall make reasonable accommodations to the others for use of the aircraft. This may mean that one member may have exclusive use of the aircraft for a particular time period or for an aviation event at another airfield. It is, however, the intent of this agreement that use of the aircraft shall be shared equally between members.

Pilot Qualifications

The Weirsdale Glider Club LLC requires that all pilots flying must be a Private or Commercial Pilot with Glider rating in order to fly the glider as Pilot-In-Command. Pilots will be required to have an approved CFI-Glider checkout in the glider prior to solo. The CFI-G checkout will be completed by an instructor who has experience flying the type(s) of glider owned by the LLC. Student Solos are permitted subject to the requirements as previously stated. There may also be additional requirements (flight time experiences, etc.) imposed by the LLCs' insurance policy. The Scheduler shall maintain a list of pilots qualified to fly LLC owned glider(s). All pilots and students must be property owners at Love's Landing Aviation Community.

Insurance

The aircraft shall be insured with hull and liability insurance with the following coverage:

Liability coverage: \$1,000,000.00

Hull and insurance: \$12,000.00

The aircraft shall have insurance to cover it while stored. For purposes of insurance the aircraft and shall be valued in the amount of \$12,000.00. This sum and other terms of the insurance are

subject to change on an annual basis prior to January first of each year by a majority vote of the members. If a majority of the members are unable to agree the terms will be as in the previous year. The insurance premium will be paid equally by the members.

In the event of damage to the aircraft or accessories, the member who causes the damage, either while flying, while trailering or through negligence (i.e. improperly securing the aircraft or trailer, etc.) shall be responsible for any repair costs not covered by the insurance. That member shall also be responsible for the timelines of the repairs so that the other members are deprived of the aircraft's use for the least reasonable amount of time. In no case shall the timeliness of the repairs compromise the integrity of the aircraft. All repairs to the aircraft must be of the highest quality and be performed by, or supervised by, an FAA-Authorized Inspector (AI) mechanic whose services are agreeable to a simple majority of the members.

The cost of repair of damages that result from an "Act of God" shall be shared equally by the members.

Maintenance

Any changes to the aircraft, i.e. structural changes, instrumentation, radios, cockpit layout, etc. which are permanent in nature will only be undertaken with the agreement of a majority of the members.

The aircraft shall be maintained in excellent, airworthy condition. Required annual inspections shall be performed by a certified mechanic. Use of the aircraft shall at all times be within FAA regulations regarding annual inspections and compliance with Airworthiness Directives, without exception. All work done on the aircraft which must be performed or supervised by a certified mechanic as defined by the Federal Aviation Regulations shall be performed or supervised by such a mechanic without exception. Expenses for annuals and routine maintenance shall be paid equally by the members.

Conditions Of Sale Of Interest Or Assets

In the event of any yearly taxes owed by the Corporation, the tax amount would be shared equally by the members.

In the event that any of the accessories acquired with the aircraft are to be sold, the sale price will be mutually agreed upon by the members, and the sale proceeds split equally between the members.

In the event the aircraft is sold, the value of the aircraft is as valued for insurance purposes as previously stated. This value shall be re-evaluated annually prior to January first. The valuation of the aircraft shall be stated in writing, dated and signed by the shareholders, each to receive a copy. The value last written shall remain in force until another valuation is stated in writing, even if it is after the January first date for re-evaluation. Sale proceeds are to be distributed equally to the members.

In the event one member chooses to sell his interest the other members shall have first right to purchase such interest, the price determined as in the paragraph last above divided by the total number of shares outstanding.

In the event one member chooses to sell his interest and the other members cannot or elect not to purchase it, then a third party who is acceptable to the remaining member(s) shall be allowed to purchase the selling member's stock. Such consent may not be unreasonably withheld. Purchaser must be a property owner at Love's Landing Aviation Community.

In the event of the death of one member, the other members shall have one year to purchase the deceased member's share from the decedent's heirs. The surviving members shall be solely responsible for all of the costs of ownership during that year. However, the decedent's heirs will be entitled to a refund of any portion of prepaid expenses, i.e. insurance, storage, etc.

In the event of the sale of a member's stock in the LLC to a third party, then the selling member shall be held harmless from the continuing acts of the LLC. The terms of this agreement will inure to the buyer as if the buyer "stepped into the shoes" of the seller. This agreement may be come null and void only upon the unanimous consent of the members.


Amendments

As it may be necessary or desirable to amend or otherwise change these bylaws such amendments may be made by a two thirds majority vote of the membership as it is constituted at that time.

Signed,


Michael Angell, Member

01/31/2019


Robert Boyer, Member

01/31/2019


John Carlile, Member

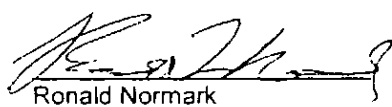
01/31/2019


Bruce Cynamon

01/31/2019


David Gidzinski

01/31/2019


Ronald Normark

01/31/2019

FILED
19 FEB 12 AM 9:38
CLERK OF STATE
TALLAHASSEE, FLORIDA