

INTRODUCTION

The Greater Flint Pilot's Association was incorporated under the laws of the State of Michigan as a non-profit corporation on March 19, 1975.

Today, as a modern, progressive and professional non-profit corporation, it is dedicated to the safety and advancement of general aviation.

It shall be the duty of each member to attend all regular and special meetings and further, it is the duty of each individual Association member to uphold the dignity of the association – to be alert and mindful of the Association's interests; to exercise due caution, common sense and safety in flying activities; and to observe and comply with all federal aviation, state, local and association rules and regulations.

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reason 5 shall be endorsed with a signature of Board of Directors President.

- e) All instructors who wish to instruct in GFPA aircraft shall take a check ride biannually with the GFPA flight instructor check pilot as designated by the Board of Directors. Completion of this requirement shall also be noted with a logbook endorsement. For specific events (Pinch hitter course or Wings seminars) the Board of Directors may waive this requirement.
- f) All members and Sponsored members must attend at least one GFPA sponsored safety meeting in any twelve (12) month period. The Safety Director or the Board of Directors may approve of an alternate safety meeting upon receiving a written request with proof of attendance from an individual member.

12. Changes and Amendments:

- a) Changes in, or amendments to these flying regulations may be effected only by the unanimous vote of the Board of Directors or by a majority vote of active members present at a regular Association meeting.

13. Alcohol, Drugs, and Smoking:

- a) The use of, by any person, or under the influence of, any alcoholic beverage or illegal drug in or around the GFPA office, flight line, or aircraft will not be tolerated by the Board of Directors. This includes, but not limited to, members of GFPA, family or friends. There is No Smoking in the Association aircraft, office or hangar.

Revised May, 2011

ARTICLE I - PURPOSE

1. To buy, lease, or otherwise acquire, own, operate, and maintain, aircraft.
2. To provide aviation technical information, low cost facilities and aircraft for the members' education and instruction in flying and the accumulation of flight time.
3. To promote the proficiency and interest of all members in private flying and aviation, and doing any and all things necessary or incidental thereto.
4. Each purpose specified in any clause or paragraph contained in this article shall be deemed to be independent of all other purposes herein specified and shall not be limited or restricted by reference to or inference from the terms of any other clause or paragraph of these articles.

ARTICLE II - MEETINGS OF MEMBERS

1. The annual meeting of the members of this corporation shall be held in the vicinity of Flint, Michigan within sixty (60) days of the close of the fiscal year.
2. All meetings of the members, except as herein otherwise provided, shall be held at a place to be determined by the President.
3. Notice of annual meeting of the members shall be given by written notice mailed to each member at his last known place of business or residence at least five (5) days before such annual meeting.
4. Special meetings of the members may be held at such time and place as the President may determine, or may be called by a majority of the Directors or by written petition of at least five (5) members. It shall be

the duty of the Secretary to call such a meeting within thirty (30) days after such demand.

5. Notice of special meeting of members, stating the time and in general terms the purpose thereof, shall be given in a like manner as the notice required for the regular annual meeting. No business may be transacted without previous notice.
6. At any meeting of the members, a quorum shall consist of twenty-five (25) percent of members who are in good standing.
7. The President, or in his or her absence, the Treasurer, or in the absence of the President and Treasurer, a chairperson elected by the members present, shall call the meeting of the members to order and shall act as the presiding officer thereof.
8. At the annual meeting of the members, the members shall elect by ballot a Board of Directors as constituted by these By-Laws.
9. At every meeting of the members, each member shall have only one vote.
10. A majority vote of the members present is necessary for the adoption of any resolution and for the election of a member to the Board of Directors.
11. Robert's Rules of Order shall be in effect at all meetings.

ARTICLE III - DIRECTORS

1. The powers, business and property, and the entire management of this Association shall be vested in, exercised, conducted, and controlled by a Board of Directors of nine (9) members, except as herein otherwise provided. It shall be the duty of the Board of Directors to act on all matters of policy, to determine and recommend for membership approval, the initiation fees, membership share, and

Piper 181 (and vice versa). Currency in the Cessna 182 constitutes currency in Cessna 172's and the Piper 181. Currency in the Cessna 182RG constitutes currency in the Cessna 182, Cessna 172's and the Piper 181.

- b) To maintain currency, pilots must log at least .8 tach. hours in that particular model of aircraft within any 90 day period (60 days for complex or high performance aircraft). Additional insurance requirement for the Cessna 182RG 3 hours logged within 180 days or a signoff by a certified flight instructor within the past 45 days.
- c) If currency expires, pilot must take check ride with a GFPA member flight instructor who must endorse their logbook and aircraft accounting log.
- d) All members and sponsored members are required to demonstrate pilot proficiency annually by taking a check ride with a GFPA member flight instructor.

The following conditions exempt a pilot from the above requirement:

- I. Flight review within the last twelve (12) months, with an authorized GFPA instructor or annual flight review which ever is applicable.
- II. FAA check ride for rating within the last twelve (12) months.
- III. Completion of the Wings program within the last 12 months, with an authorized GFPA member flight instructor.
- IV. A pilot who has logged a total of 200 hours and 18 hours within the last 12 months.
- V. A waiver from the Board of Directors, as requested by a member or sponsored member.
- VI. Exemptions by reasons 1, 2, and 3 above shall be evidenced by means of a logbook endorsement with signature of the CFI or designated examiner. Exception by

- c) Crosswind components published in Owners Manual must be strictly adhered to.
- d) Primary students must obey VFR minimums stated by instructor.
- e) Primary students must obey maximum wind conditions stated by instructor and under no conditions exceed a 10-knot crosswind component.
- f) Until a student solos or a private pilot is checked out in any airplane, an instructor must:
 - I. Supervise the taxiing of the aircraft.
 - II. Show how to tie down or hangar the plane, fuel the plane, and turn off radios, master, etc.
- g) All instruction must be given by a GFPA member flight instructor unless otherwise approved by the Board of Directors.
- h) All students are expected to make reasonable progress towards their pilot certificate. Any student who does not obtain his or her certificate within twelve (12) months must obtain the written endorsement of his or her instructor in order to continue flying any Association aircraft. Any student who has not obtained his or her certificate within twenty-four (24) months shall be prohibited from flying any Association aircraft until he or she has obtained their certificate.

11. Minimums and Currency:

- a) No members or sponsored members may fly an Association aircraft unless they are current in that particular model of aircraft, such as: Cessna 172, Piper 181, Cessna 182, and Cessna 182RG. Currency in a Cessna 172 constitutes currency in the

dues; to act in a judicial capacity on all violations of Association rules and regulations, to protect the Association's interests and guard its welfare, to submit its findings and recommendations on special problems at the Association meetings for membership consideration and approval or disapproval. Any limitations upon the authority of the Board of Directors other than herein provided in these regulations shall be on at least a two-thirds (2/3) vote of approval of the active members present at a regular Association meeting. The Board of Directors is protected by the following indemnification:

1.1. Nonderivative Actions. Subject to all of the other provisions of this Article, the Corporation shall indemnify any person who was or is a party, or is threatened to be made a party to, any threatened, pending or completed action, suit or proceedings. This includes any civil, criminal, administrative or investigative proceedings, whether formal or informal (other than an action by or in the right of the Corporation). Such indemnification shall apply only to a person who was or is a Director or Officer of the Corporation or who was or is serving at the request of the Corporation as a Director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, whether for profit or not for profit. The person shall be indemnified and held harmless against expenses (including attorney fees), judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding, if the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation. With respect to any criminal action or proceeding, the person must have had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement or conviction or on a plea of nolo contendere or its equivalent, shall not by itself create a presumption that (a) the person did not act in good faith and in a manner the person reasonably believed to be opposed to the best interests of the Corporation, or (b) with respect to any

criminal action or proceeding, the person had reasonable cause to believe that his or her conduct was unlawful.

1.2. Derivative Actions. Subject to all of the provisions of this Article, the Corporation shall indemnify any person who was or is a party to, or is threatened to be made a party to, any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor because (a) the person was or is a Director or Officer of the Corporation, or (b) the person was or is serving at the request of the Corporation as a Director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, whether or not for profit. The person shall be indemnified and held harmless against expenses (including actual and reasonable attorney fees) and amounts paid in settlement incurred by the person in connection with such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation. However, indemnification shall not be made for any claim, issue or matter in which the person has been found liable to the Corporation unless and only to the extent that the court in which such action or suit was brought has determined on application that, despite the adjudication of liability but in view of all circumstances of the case, the person is fairly and reasonably entitled to indemnification for the expenses that the court considers proper.

1.3. Expenses of Successful Defense. To the extent that a person has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 1.1 or 1.2 of this Article, or in defense of any claim, issue or matter in the action, suit or proceeding, the person shall be indemnified against expenses (including actual and reasonable attorney fees) incurred in connection with the action and in any proceeding brought to enforce the mandatory indemnification provided by this Article.

- I. Board of Directors - for cause. The Board of Directors will consider such action in the case of any Association pilot's violations or non-compliance with the published Association rules, regulations, or By-Laws, or other action by the pilot deemed to be contrary to the Association's best interest. This applies equally to sponsored members.
 - II. Each member - automatically by failure to maintain their status as a "member in good standing" as defined in the Association regulations.
9. Authority to Ground Association Aircraft:
- a) The Operations Manager and Association officers have the authority to ground Association aircraft at their own discretion for the benefit of the Association from the standpoint of safe operations. In addition, any member has the authority to ground Association aircraft upon the detection of a malfunction or failure which affects the safety of flight.
 - b) The member grounding the aircraft is responsible for tagging the aircraft in an obvious manner, making a reasonable attempt to notify other members who are scheduled in the immediate future, and notifying the Operations Manager.
 - c) A grounded aircraft may be returned to flying status by the Operations manager or an Association officer.
10. Safety Regulations:
- a) Members must obey all aviation related Government regulations and all GFPA regulations.
 - b) Members are required to take their flight review in the highest performance aircraft in which they are checked out.

- b) All pilots are required to have initial checkouts by a GFPA member flight instructor for any club airplane they wish to fly. Minimum checkout requirements in the Cessna 182: The pilot must have logged at least 150 hours total time including at least 5 hours in a Cessna 182. Minimum checkout requirements in the Cessna 182RG: The pilot must have logged at least 150 hours total time including at least 10 hours in make and model if the pilot has logged less than 50 retractable gear hours or 5 hours in make and model if the pilot has more than 50 hours retract time. A pilot with more than 500 hours total time and more than 100 hours retract time requires at least 1 hour make and model. Minimum checkout requirements for PA-28-181 and Cessna 172: The GFPA flight instructor has discretion to determine requirements on a case-by-case basis. Checkout requirements are based upon insurance requirements or GFPA requirements whichever are higher.
 - c) In addition to the checkout required in (a) above, a flight check by a GFPA member flight instructor may be required under the following circumstances:
 - I. In case of an aviation accident: Should any Association pilot be involved in an aviation accident as pilot in command, whether the aircraft was an Association aircraft, or not, may be subject to a flight check before he or she may again operate an Association aircraft solo. The flight instructor has the authority to restrict such a pilot to dual flight until satisfactory proficiency is demonstrated for solo.
 - II. The Board of Directors reserves the right to request a flight check at any time.
8. Authority to Restrict Use of Association Aircraft:
- a) The following have the authority to ground Association members or sponsored members from flying in Association aircraft for the reasons or circumstances given:

- 1.4. Contract Right: Limitation on Indemnity. The right to indemnification conferred in this Article shall be a contract right and shall apply to services of a Director or Officer as an employee or agent of the Corporation, as well as in such person's capacity as a Director or Officer. Except as provided in Section 1.3 of this Article, the Corporation shall have no obligations under this Article to indemnify any person in connection with any proceeding, or part thereof, initiated by such person without authorization by the Board.
- 1.5. Determination that Indemnification is Proper. Any indemnification under Sections 1.1 or 1.2 of this Article (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case. The Corporation must determine that indemnification of the person is proper in the circumstances because the person has met the applicable standard of conduct set forth in Sections 1.1 or 1.2, whichever is applicable. Such determination shall be made in any of the following ways:
 - 1.5.1. By a majority vote of a quorum of the Board consisting of Directors who were not parties to such action, suit or proceeding.
 - 1.5.2. If the quorum described in clause 1.5.1 above is not obtainable, then by a committee of Directors who are not parties to the action. The committee shall consist of not less than two disinterested Directors.
 - 1.5.3. By independent legal counsel in a written opinion.
- 1.6. Proportionate Indemnity. If a person is entitled to indemnification under Sections 1.1 or 1.2 of this Article for a portion of expenses, including attorney fees, judgments, penalties, fines and amounts paid in settlement, but not for the total amount, the Corporation shall indemnify the person for the portion of the expenses, judgments, penalties, fines or amounts paid in settlement for which the person is entitled to be indemnified.

- 1.7. Expense Advance. Expenses incurred in defending a civil or criminal action, suit or proceeding described in Sections 1.1 or 1.2 of this Article may be paid by the Corporation in advance of the final disposition of the action, suit or proceeding, or receipt of an undertaking by or on behalf of the person involved to repay the expenses, if it is ultimately determined that the person is not entitled to be indemnified by the Corporation. The undertaking shall be an unlimited general obligation of the person on whose behalf advances are made, but need not be secured.
- 1.8. Nonexclusivity of Rights. The indemnification or advancement of expenses provided under this Article is not exclusive of other rights to which a person seeking indemnification or advancement of expenses may be entitled under a contractual arrangement with the Corporation. However, the total amount of expenses advanced or indemnified from all sources combined shall not exceed the amount of actual expenses incurred by the person seeking indemnification or advancement of expenses.
- 1.9. Indemnification of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article with respect to the indemnification and advancement of expenses of Directors and Officers of the Corporation.
- 1.10. Former Directors and Officers. The indemnification provided in this Article continues for a person who has ceased to be a Director or Officer and shall inure to the benefit of the heirs, executors and administrators of that person.
- 1.11. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who (a) was or is a Director, Treasurer. Fuel receipts and all other bills for reimbursement request must be submitted within ninety (90) days of the activity. Personal expenses incurred due to breakdown of aircraft are the responsibility of the individual member. A minimum charge equal to one and one-half (1 ½) hours shall be paid for each day (Monday through Friday) the airplane is scheduled for eight (8) hours or more. A minimum charge equal to two (2) hours shall be paid for each Saturday, Sunday, and legal holiday the aircraft is scheduled for eight (8) hours or more. No minimum charge shall be made upon satisfactory evidence that flying was prohibited by inclement weather or circumstances beyond control of the member.
- c) Any member who fails to cancel scheduled flight time and fails to fly, will be charged one-half (1/2) time, up to a maximum of one (2) hours per day on the aircraft scheduled. Cancellation must be received no later than two hours after the scheduled start time to avoid cancellation charges.
6. Violations:
- a) A violation of any of the rules by a member renders him or her liable to flight suspension.
- b) Expulsion from the Association may be recommended in extreme cases of violations, especially in violation of FAR or upon two-thirds (2/3) vote of members present at a regular meeting.
7. Aircraft Check-Out Requirements:
- a) No members or sponsored members may fly an Association aircraft unless they have been checked out by a GFPA member flight instructor who must endorse their logbooks and the aircraft accounting log.

or scheduling more than two (2) week-ends within a thirty (30) day period.

- e) A member may not schedule more than one (1) aircraft for use during any one period of time.
- f) Requirements of reservation system:
 - I. To record member's name, account number, date and time of the flight for each reservation.
 - II. Deleted.
 - III. To check current list, provided by the Board of Directors, for any grounded or ineligible members before issuing a reservation.
 - IV. To keep accurate and up to date records of aircraft schedules.

4. Responsibility:

- a) In all cases, whether local or cross-country, it will be the responsibility of the member using the aircraft to make a pre-flight inspection prior to each flight, to service the aircraft at the end of his/her flight, to fill out all items on the flight record book, and to report any malfunctioning of the aircraft to the Operations manager, irrespective of how minor it might be, and finally to place and properly secure the aircraft unless the next member to fly is on hand to personally take responsibility.

5. Operational Costs:

- a) Rates on existing aircraft: (attached)
- b) Cross-country flights. On cross-country flights, all fuel (unusually high fuel bills might not be reimbursed beyond current fuel rate at FNT), oil, and routine service bills paid by the member, except airport tolls and hangar fees, will be deducted from his or her account after such receipts are presented to the

Officer, employee or agent of the Corporation, or (b) was or is serving at the request of the Corporation as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise. Such insurance may protect against any liability asserted against the person and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Corporation would have power to indemnify against such liability under this Article or the laws of the State of Michigan.

1.12. Changes in Michigan Law. If there are any changes in the Michigan statutory provisions applicable to the Corporation and relating to the subject matter of this Article, then the indemnification to which any person shall be entitled shall be determined by such changed provisions, but only to the extent that any such change permits the Corporation to provide broader indemnification rights than such provisions permitted the Corporation to provide before any such change.

- 2. The election of the Board of Directors shall be made at an annual meeting by members of the Association and shall normally be for a term of three (3) years. In special circumstances (i.e., in order to fill a Board vacancy) a Director may be elected for a one (1) or two (2) year term, the objective being, insofar as practical, to have no more than one-third (1/3) of the Directors replaced at any one time. Board members must be active members with full equity when elected and while in office and shall be replaced if their account balance is 90 days past due.
- 3. In case of a vacancy in the Board, the remaining Directors shall fill such vacancy by appointment from the Association membership, and this appointment shall last until the next annual meeting or until their successor is elected and qualified. Any remaining term years of the vacancy shall then be filled by an election at the annual membership meeting as described in Article III - Section 2. If three or more

vacancies occur at any one time, they shall be filled by vote of the members at a meeting duly called.

4. Immediately after each annual meeting of the members, the newly elected Directors shall hold a meeting and organize by the election of a President, a Treasurer, and a Secretary, and any other Board positions that are determined necessary. These elections will remain in effect for twelve (12) months or until their successors are elected and qualified.
5. Regular meetings of the Board of Directors shall be called at any time and place to be determined by the President.
6. Special meetings of the Board of Directors shall be called at any time on the order of the President or on the order of two (2) Directors.
7. Reasonable attempts shall be made to contact each Board member before special meetings of the Board of Directors stating the time and in general terms the purpose. If all Directors are present at any meeting, any business may be transacted without previous notice.
8. Five (5) Directors shall constitute a quorum of the Board at all meetings and the affirmative vote of at least five (5) Directors shall be necessary to pass any resolution or authorize an act of the Association.
9. Each member of the Board of Directors shall serve without any compensation or reward except as otherwise provided in these By-Laws.
10. The Board of Directors shall cause to be kept a complete record of all its acts and proceedings of its meetings and to present a full statement at the regular meeting of the members, showing in detail the condition of affairs of the Association.
11. The Board of Directors shall be authorized to replace aircraft of the same type. A simple majority vote of approval of the members

have Board of Directors authorization prior to training in any airplane other than the designated Cessna 172.

2. Eligibility:
 - a) The right to pilot an aircraft owned or operated by the Association shall be a privilege accorded only to active members and their eligible dependents, herein called sponsored members, flight instructors giving instruction to active members and certain authorized personnel making required test flights.
3. Reservations:
 - a) The Board of Directors shall designate the means of reserving aircraft.
 - b) All flying time will be scheduled in advance of the proposed flight.
 - c) Any member more than one-half hour (30) minutes late for their appointment shall forfeit the remainder of their period to any member desiring it. However, if the original appointment was for more than three (3) hours, the original scheduling member must reschedule their appointment within one hour (60) minutes of the original time if they are going to be late; or if the original appointment was for more than twenty-three (23) hours, the original scheduling member must reschedule their appointment within three (3) hours of the original time if they are going to be late, or forfeit the remainder of their period to any member desiring it.
 - d) No member may advance schedule more than one (1) weekend (any reservation period longer than twenty-four (24) hours which begins any time between noon Friday and noon Sunday) per thirty (30) days per aircraft. A request to the Board of Directors must be made at least seven (7) days prior to conducting a cross-country involving an absence of more than seven (7) days,

1. These By-Laws may be repealed or amended, or new By-Laws may be adopted at any meeting of the members called for that purpose or at any regular meeting of the members by a two-thirds (2/3) majority vote of such members.

FLIGHT AND OPERATIONAL RULES

1. Flight Limitations:
 - a) Members of the Association shall observe all existing federal aviation regulations, state, local airport, and Association rules. The aircraft engines shall not be started without a competent operator at the controls.
 - b) The aircraft shall be operated only from those landing areas which are officially recognized as a public or private airport. Operation from other landing areas will be permitted only upon prior written approval of the Board of Directors.
 - c) Use of the Association aircraft for commercial purposes is prohibited. The aircraft shall not be used by non-members without written approval by a majority of the Board of Directors.
 - d) Student members are limited to a 150 mile radius for solo cross-country.
 - e) Flight out of the continental USA (except to Canada) requires prior written Board of Director's approval.
 - f) No animals are allowed to be carried in Association aircraft.
 - g) Primary students must use the designated Cessna 172 at least until they are past solo and ready for their cross-country, unless authorized by the Board of Directors; and in any case, must

present at any membership meeting is needed to change type, add or reduce the Association aircraft fleet. The Board of Directors shall be authorized to reduce the fleet under emergency or unusual conditions with a unanimous vote.

12. The out-going President shall be automatically nominated for Board of Directors, if this is the final year of his/her term.
13. Board members shall receive reimbursement for expenses incurred as approved by the Board of Directors.

ARTICLE IV - OFFICERS

1. The Executive Office of the Association shall have a President, a Secretary, and a Treasurer. They shall be elected by the Board of Directors by a majority vote at the first meeting after the regular annual meeting of the members and shall hold office for twelve (12) months or until their successors are elected and qualified. They must be active members, and the President and Treasurer must be Directors.
2. There shall be one (1) Operations manager for the Association appointed by the Board.

ARTICLE V - PRESIDENT

1. The President shall be the chief executive officer of the Association. He/she shall preside at all meetings of the Association and the Board of Directors. He/she may call any special meetings of the members or of the Board of Directors and shall have, subject to the advice and control of the Directors, general charge of the business of the Association, shall execute with the Secretary, in the name of the Association, all certificates of membership, contracts and instruments which have been first approved by the Board of Directors.

2. The President shall be authorized to co-sign with the Treasurer, when two (2) signatures are required, checks disbursed by the Association. The President is also authorized to endorse for deposit all checks received by the Association.
3. The President shall be responsible to the Board of Directors for operation of the Association. He/she shall make and enforce decisions regarding the suitability of all equipment and the qualifications of all members for each type of flight operation. He/she shall recommend for approval to the Board of Directors all operational rules of the Association and shall report, with recommendations, violations of such rules by any member of the Association.
4. The President shall ensure that the Board of Directors nominate candidates for the Board of Directors for the next fiscal year. Other names may be nominated from the floor at the annual meeting.

ARTICLE VI - SECRETARY

1. The Secretary shall keep the minutes of all proceedings of the members of the Board of Directors in books provided for that purpose. He/she shall attend to the giving and serving of notices of all meetings of the members and of the Board of Directors and otherwise. He/she shall keep a proper membership book showing the name of each member of the Association, the book of By-Laws, the Association seal, if any, and such books and papers as the Board of Directors may direct. He/she shall execute, with the President, in the name of the Association, all certificates of memberships, contracts and instruments which have first been approved by the Board of Directors. He/she, or his/her designee as approved by the Board of Directors, shall maintain a schedule for the purpose of reserving aircraft.
2. The Secretary shall be authorized to co-sign with the Treasurer, when two (2) signatures are required, checks disbursed by the Association.

- the Association's current share value. If a member subsequently requests to rejoin the club with a new membership date of less than twelve (12) months after the date of resignation, said member is required to pay all dues and assessments for that period equal to the total amount billed during the period while resigned.
7. Any member who has failed to pay their account in full within thirty (30) days after said sum shall be due, shall be considered a delinquent member and shall be automatically suspended from flying the Association aircraft. When a delinquent member fails to pay any sum owed to the Association, or to make appropriate arrangements with the Board of Directors for the payment thereof within ninety (90) days of the due date, the member shall automatically be considered as indicating his/her intention to withdraw. In addition, a 1.5% per month late charge plus a \$5.00 billing fee will be charged on accounts not paid in full by the last day of the billing month.
 8. By a two-thirds (2/3) vote of the Board of Directors voting at a regular or special meeting, a member may be suspended by written notice with immediate loss of all Association privileges. The suspended member shall have a ten (10) day period in which to request the right to be heard either in person or by counsel. If no hearing is requested, the member shall be automatically expelled from the Association.

ARTICLE XIV - SURPLUS FUNDS

1. The net savings or surplus remaining after all operating costs and other expenses have been paid shall remain in the Association treasury for the purchase of new equipment, for contingencies, or for the purpose of reducing the hourly rates for flying as shall be determined by the Board of Directors. The net savings in any event shall not be distributed to the members for their individual use.

ARTICLE XV - AMENDMENTS

3. The spouse and dependent children of an active member of age fifteen (15) years to twenty-one (21) years, may be jointly entitled to the rights and privileges of Association membership, except voting, as a sponsored member. However, every active member shall be entirely responsible that their sponsored members comply with all current Association regulations and rules and shall further be entirely responsible and liable for any assessments or damages or costs charged against these individuals. Sponsored members must complete an application and be approved by the Board of Directors before beginning to fly.
4. In addition, each active member and active sponsored member shall pay monthly dues.
5. Active members or active sponsored members may revert to an inactive member status by submission of a written request to the Board of Directors. Such status must be for a period of twelve (12) months or more, if approved by the Board of Directors. Inactive members or inactive sponsored members shall not be liable for dues for the period of inactive status commencing with the calendar month subsequent to the date of request and shall have no Association privileges. Request for active member status may be made by written application to the Secretary. Active member status may be restored only by approval of the Board of Directors. All assessments must be paid upon return to active status.
6. A member wishing to withdraw from the Association has two options:
 - 1) They may sell their membership to a new member acceptable to the Association. The member wishing to withdraw will receive prompt return of their equity after keys, owed monies, etc. have been returned to the Association.
 - 2) If the withdrawing member desires, the association will attempt to sell the withdrawing member's membership to a new member and return his or her equity less any monies owed as soon as sale is complete. Additionally, any member that joins after June 1, 2011 and subsequently has his or her membership sold by the Association will be charged a membership replacement fee of 10% of

3. The Secretary shall perform all duties incident to the office of the Secretary, subject to control of the Board of Directors.

ARTICLE VII - TREASURER(S)

1. The Treasurer(s) shall execute in the name of the Association, all checks for the expenditures which will be reviewed by the Board of Directors. Two signatures (President, Treasurer, Secretary, or Operations Manager) are required on all checks over \$2,500. He/she shall receive and deposit all funds of the Association in the bank selected by the Board of Directors, which funds shall be paid out only by checks as herein before provided. He/she shall also account for all receipts, disbursements, and balance on hand.
2. The Treasurer shall perform all duties incident to the office of Treasurer, subject to the control of the Board of Directors.

ARTICLE VIII - OPERATIONS MANAGER

1. The Operations Manager shall be responsible for negotiating and scheduling repairs at a reasonable rate for Association owned aircraft.
2. The Operations Manager shall approve all maintenance bills for payment.
3. The Operations Manager shall be authorized to co-sign with the Treasurer, when two (2) signatures are required, checks disbursed by the Association.

ARTICLE IX - CREW CHIEF

Deleted

ARTICLE X - VACANCIES

1. If the office of President, Treasurer, or Secretary becomes vacant for any reason, the Board of Directors shall elect a successor who shall hold office until the next annual meeting or until their successor is elected and qualified.

ARTICLE XI - SAFETY BOARD

1. A Safety Board (minimum of five members) shall be appointed by the Board of Directors or by the Safety Director when a safety related incident occurs. The Safety Director is responsible for the promotion of safe flying practices and the promotion of improved flying skills. The Safety Board is responsible for investigations of accidents or incidents involving Association aircraft.
2. The Safety Director serves as the Chairperson of the Safety Board, unless otherwise approved by the Board of Directors.
3. The members of the Safety Board will serve at the pleasure of the Board of Directors.
4. Meetings of the Safety Board shall be called by the Chairperson as needed.
5. Three (3) members present shall constitute a quorum at all Safety Board functions. In the absence of the Chairperson or Secretary, the members present will designate temporary officers.
6. Investigations or hearings conducted by the Safety Board shall be made by members not involved.

ARTICLE XII - HEARINGS

1. The Board of Directors, upon receipt of the findings of the Safety Board, shall offer to all parties involved in an accident or incident, the opportunity of a hearing. After the hearing, or if such hearing is waived by all parties involved, the Board of Directors shall decide the financial responsibility of the involved parties.
2. The Board of Directors shall not impose financial responsibility on any one member in excess of the current share value for any one accident or incident unless the damage results from a violation which is not covered by insurance carried on the aircraft. Then the party responsible for the damage shall be liable for the full amount.
3. All financial obligations imposed on any member as a result of the decision of the Board of Directors shall be satisfied within thirty (30) days of written notice. Otherwise, in the case of a member, all unsatisfied monies may be deducted from the membership fee, the remainder of which shall be returned to the member with the cancellation of membership in the Association.

ARTICLE XIII - MEMBERSHIP

1. New members must be recommended by a member in good standing. New members will be probationary members for a period of at least three (3) months and accepted as a full member of the Association by the unanimous vote of the Board of Directors at a regular meeting. All new licensed applicants and students (upon earning their private license) are required to take a check flight with an Association instructor before flying Association aircraft.
2. A person duly elected to this Association as herein before stated shall be deemed a member upon payment of the current share value at that time and an initiation fee. Each active member shall be conclusively held to have a property interest in the Association in an amount designated as the current share value.