Bylaws of The Frederick Aero Club, Inc.

As adopted by vote March 8^{th} 2012, and properly amended as of March 8^{th} 2012 as shown in bylaws text, including Article XIX.

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ARTICLE I. Organization

- 1.1 The name of the organization shall be the Frederick Aero Club, Inc.
- 1.2 The organization is a flying club organized as a Corporation, as detailed in the official Articles of Incorporation.
- 1.3 The organization shall be operated without the intention of earning financial profit (not-for-profit), and no part of the net earnings of the Club shall inure to the benefit of any Member.
- 1.4 The organization is referred to in these Bylaws variously as Frederick Aero Club, the Club, CFC, the Organization, or the Corporation. Multiple legal entities are not implied.
- 1.5 Shareholders of the Corporation are referred to variously as Shareholders, Members, or Pilots. Each Shareholder shall own one and only one share of the Corporation, regardless of length of tenure as a Member or of any other distinction. Existing shares of the Corporation, therefore, may not be transferred in any way from one existing Shareholder to another existing Shareholder.

ARTICLE II. Purposes of the Organization

- 2.1 The purposes of the Frederick Aero Club shall be:
 - 2.1.1 To purchase or otherwise acquire and to provide one or more aircraft and/or aviation training devices for the non-commercial use by Members of the Club or by such other individuals as the Board of Directors (the Board) of the Corporation may designate, pursuant to these Bylaws.
 - 2.1.2 To promote the maintenance of flying proficiency and the continuing education of the Members as pilots.

- 2.1.3 As may be authorized by the Board of Directors, to buy, sell, own, exchange, lease, construct, maintain, and mortgage lands, buildings, offices, and aviation facilities to carry out the purposes of the Club.
- 2.1.4 To encourage and provide affordable flying for authorized individuals, in part through operation as a not-for-profit entity.
- 2.1.5 When possible, to foster public interest in personal flying, to encourage the participation of the public in personal flying, and to promote and advocate the development of facilities for such flying.

ARTICLE III. Board of Directors

- 3.1 The powers, business, and property of the Club shall be exercised, conducted, and controlled by the Board of Directors, alternatively referred to as the Board, the Directors, the Executive Committee, or the EC. The Board shall be composed of the Club executive officers. The Board of Directors shall be limited to those Shareholders in good standing.
- 3.2 Responsibilities and powers of the Board of Directors shall include the following:
 - 3.2.1 Promulgation and enforcement of all rules and regulations pertaining to the use and operation of Club property.
 - 3.2.2 Engagement of salaried and/or contract personnel from outside the Club membership to perform such services in behalf of the Club as the Board deems appropriate and necessary, and as approved by the Membership.
 - 3.2.3 Assignment of any Member to any duty or office which the Board deems appropriate and necessary to the conduct of the business of the Club, and which is not otherwise expressly provided for in these Bylaws.
 - 3.2.4 Approval, during the time an annual inspection is being performed on Club aircraft, of expenditures for repairs required to return the plane to service (i.e., all required for airworthiness). Also, during the time of an annual inspection, approval of elective expenditures not to exceed \$1,000 if such expenditures will not cause the total annual inspection cost to exceed the lesser amount of (1) that budgeted for the annual inspection or (2) that held in Club reserves or dedicated funds.
 - 3.2.5 Approval of expenditures above the expenditure authority limit set for the Maintenance Officer or other individual officers or Members, subject to the limitation that no such expenditure approval by the Board subjects the Members to assessments without specific approval of the Members.
 - 3.2.6 Serving in an advisory capacity to Club committees, and receiving the final reports from all committees prior to their presentation to the Shareholders.
 - 3.2.7 Recommendation of resolutions and/or suggestions to the Shareholders for resolving problems, or to address other needs of the Club.
 - 3.2.8 Initiation of communications with any Member in violation of Club rules, and initiation of disciplinary action when Club rules, Bylaws, resolutions, or matters of safety or financial responsibility are breached.
 - 3.2.9 Arbitration, as final authority within the Club, of Member disputes, and interpretation of the Bylaws, rules, and resolutions of the Club.
 - 3.2.10 Performing, or causing to be performed, any and every act that the Corporation may legally perform or do.
- A majority vote of the Shareholders may replace or remove from office any or all of the Board Members. Replacement or removal votes shall be taken at annual meetings or at regular monthly meetings. All Members shall be e-mailed or otherwise contacted regarding the results.
- 3.4 Members of the Board of Directors shall serve without compensation or other financial reward.
- 3.5 Regular meetings of the Board shall be called no less often than monthly at a time and place to be determined by the President. Special Board meetings may be called at any time by the President, or on the order of a majority of the Directors.

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- 3.6 Board meetings shall be open to Shareholders, with the exception of specified portions of a Board meeting that may be designated by the Board as closed. The reasons for closing all or a portion of a Board meeting and the general topic(s) of discussion during that closed session shall be reported to the Shareholders no later than at the next regular monthly meeting of the Members.
- 3.7 At least three-fifths of the Directors shall constitute a quorum at all Board meetings (see Section 7.2). In addition, the affirmative vote of at least three-fifths of all Board members, not the quorum, shall be necessary to pass any Board resolution or to authorize any appropriate act of the Club.
- 3.8 Directors shall keep, or cause to be kept, a complete record of all of its acts and of proceedings of its meetings, and shall present a full statement at the next regular meeting of the Members, showing in detail the condition of the affairs of the Club.
- 3.9 Any action of the Board may be amended by the Shareholders, in accordance with these Bylaws.

ARTICLE IV. Officers

- 4.1 The Executive Officers of the Club shall consist of a President, a Vice President, a Treasurer, a Secretary, and a Director At-Large. All Club officers, elected and/or appointed, shall serve without compensation or other reward, except as may be otherwise stated in these Bylaws.
- 4.2 Other officer positions may be created as the Club Shareholders deem appropriate and necessary to conduct the business of the Club.
- 4.3 Each executive office shall be held for a term of two years. Elections for the offices of Treasurer and Vice President shall be held in odd-numbered years. Elections for the offices of the President, Secretary, and Director At-Large shall be held in even-numbered years. No Club officer may hold office for more than two consecutive terms, unless running unopposed for the upcoming term.
- The Board shall appoint a nominating committee in the third quarter of the appropriate year for the purpose of preparing a slate of candidates for each Club officer position, and for conducting the elections. The Club Members may nominate any eligible Club Member in good standing. Votes for all Club officers are to be by secret ballot. Votes shall be counted, confirmed, and announced by the nominating committee.
- 4.5 If any executive office becomes vacant for any reason, the Board shall immediately elect a successor, from the Shareholders, who shall hold office only until an election among all Shareholders is held, or until the remainder of the original period of office expires if such period is less than three months. An election among all Shareholders, if thus warranted, shall be held at the next regular Club meeting at which a quorum is in attendance. Whether elected by the Board or by Shareholders, the replacement officer shall hold office only until the next regularly scheduled election for the office.
- The President shall cast a vote in officer elections in order to decide a tie, but otherwise shall not vote in elections for any office, with the exception(s) described below. If the current President is running for another Club office or is running again for the office of President, he shall step aside from the tie-breaking role, but may vote in the election. In this event, the Vice President shall assume the tie-breaking responsibility as that vote is taken, and shall not otherwise cast a vote.
- 4.7 Office of President:
 - The President shall be the chief executive officer of the Club, and shall be responsible to the Board for the operation of the Club in accordance with the Bylaws and rules of the Club.
 - 4.7.2 The President shall preside at all meetings of the Club and of the Board of Directors.
 - The President shall recommend for approval to the Corporation all operational rules and/or modifications to such rules of the Club, and shall report, with recommendations, all violations of such rules by any Member.

Office of Vice President:

4.8.1 The Vice President shall be vested with all the powers, and shall perform the duties, of the President in case of emergency or of the absence or disability of the President.

- 4.8.2 In the absence or disability both of the Club Maintenance Officer and the Director At-Large (Bylaws Section 4.12), the Vice President shall act as the Maintenance Officer.
- 4.8.3 The Vice President shall also perform other duties associated with the operation of the Club as may be suggested or directed by the President.

4.9 Office of Secretary:

- 4.9.1 The Secretary shall keep minutes of all proceedings of the Club and shall be responsible for their approval at subsequent meetings; shall keep a proper Membership book showing the name and payment status of each Member; shall update and maintain an official copy of the Club Bylaws; shall update and maintain a listing of all rules, regulations, and resolutions of the Club; and shall maintain any other forms or documents as the Corporation may direct.
- 4.9.2 The Secretary, in the absence or disability of the Treasurer and under the direction of the President, shall execute in the name of the Club checks for expenditures authorized by the Board.
- 4.9.3 The Secretary shall be responsible for the proper notification to all Members of meetings and all other matters of concern to the Membership as provided in these Bylaws.
- 4.9.4 The Secretary shall also perform other duties associated with the operation of the Club as may be suggested or directed by the President.

4.10 Office of Treasurer:

- 4.10.1 The Treasurer shall execute, in the name of the Corporation, all checks, deposits, and expenditures that are Club related and approved by the Board; shall receive and deposit in a timely and appropriate manner all payments due to the Club; and shall account to the Membership and the Board for all receipts, disbursements, and balances on hand.
- 4.10.2 The Treasurer shall determine to the best of his/her ability the amount of liquid funds to keep available for operating expenses, but otherwise shall invest remaining funds in the name of the Club in other financial instruments that have been specifically approved by appropriate vote of the Members. It is the Club's intent to earn all possible interest and/or other similar return on the investment of its funds, subject to normal limits imposed by the need for sound financial operations, in order to keep fees charged to the Members as low as possible.
- 4.10.3 The Treasurer shall provide billing statements each month, in person or by mail or e-mail, to each Member showing balances due to the Club from that Member.
- 4.10.4 The Treasurer shall provide at each Board meeting, either in person or in writing prior to the meeting, a detailed report of the financial status of the Club, and shall provide each month a similar report to the Members, in person at a regular meeting, or by mail or e-mail.
- 4.10.5 The Treasurer shall inform the President and Secretary at least monthly if any Member is late or delinquent in any financial obligation to the Club, and shall notify the President when such delinquency, including any penalties, has been paid.
- 4.10.6 The Treasurer shall pay no bill without an itemized invoice or statement.
- 4.10.7 The Treasurer shall prepare and properly file the Corporation's tax return(s), or shall provide all necessary records and consult with a tax attorney or accountant, if such is engaged by the Corporation, in preparing and filing the returns.
- 4.10.8 The Treasurer shall also perform other duties associated with the operation of the Club as may be suggested or directed by the President.

4.11 Office of Director At-Large:

- 4.11.1 The Director At-Large shall represent the interests of the general, non-EC Membership at meetings of the Board of Directors.
- 4.11.2 In the absence or disability of the Safety Officer or Maintenance Officer to perform his/her duties, the Director At-Large shall act as Safety Officer and/or Maintenance Officer (see Section 4.12).
- 4.11.3 The Director At-Large shall also perform other duties associated with the operation of the Club as may be suggested or directed by the President.

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4.12 Appointed Positions:

In addition to the executive officers, the positions listed below and other positions as may be properly created with the consent of the Shareholders may be appointed by the President, with the consent of the appointee and the Board. The appointed officeholder may only perform the duties of the position while such officeholder remains in good standing and possesses full flying privileges.

- 4.12.1 Safety Officer: This position shall be held for two years, and may not be filled by the same individual in any two consecutive biennial periods. The Club Director At-Large shall act as Safety Officer if the Safety Officer is unable to fulfill the duties of the office for any reason. Upon resignation of the Safety Officer, or upon removal from office by a majority vote of Shareholders at any meeting, a replacement Safety Officer shall be appointed by the President. Duties of the position shall include notification of the Membership of concerns related to flying safety, and presentations to the Membership of information designed to encourage safe practices and to continually improve aviation safety consciousness. The Safety Officer shall be a member of any review committee, if such ever is formed by the Board, to investigate any accident or incident involving damage to Club aircraft.
- 4.12.2 Maintenance Officer: This position shall be held for an indefinite period. The Club Director At-Large shall temporarily act as Maintenance Officer if the Maintenance Officer is unable to fulfill the duties of the office for any reason. Upon resignation of the Maintenance Officer, or upon removal from office by a majority vote of Shareholders at any meeting, a replacement Maintenance Officer shall be appointed by the President. Duties of the position, in conjunction with those of Plane Captains, shall include maintenance of current information in the logbooks of Club aircraft; maintenance of all papers required to be carried in the aircraft; execution of all papers required upon the completion of inspections and major repairs; and maintenance of Club aircraft in proper operating condition, by or under the supervision of a properly certified aircraft and powerplant (A&P) mechanic or inspection authority (IA), and for obtaining all inspections and major overhauls, and for compliance with all service bulletins for the aircraft.
- 4.12.3 Plane Captains: These positions, one for each Club aircraft, shall be held for indefinite periods. Upon resignation of a Plane Captain, or upon removal from office by a majority vote of Shareholders at any meeting, a replacement Plane Captain shall be appointed by the President. Duties of the position, in conjunction with those of the Maintenance Officer, shall include identification and oversight of necessary aircraft maintenance, provision of flight log sheets and monthly compilation of flying hours for use by the Treasurer in billing, and generally acting as the single point of contact for all matters concerning the aircraft under his/her charge.

ARTICLE V. Annual Meetings

- The annual meeting of the Club shall be held during the last quarter of the calendar year at a time and place determined by the Officers of the Club. The annual meeting may be scheduled at the same place and time of a regular monthly meeting, in which case the regular meeting shall be canceled and not rescheduled.
- Notice of the annual meeting shall be given at a regularly scheduled meeting not less than three weeks in advance, and all Shareholders shall be notified by mail or e-mail to their address(es) on record.
- A two-thirds majority vote of all Members in good standing is necessary for the adoption of any new or amended Club Bylaws, rules, or operating policies.
- A simple majority vote of the quorum is necessary for the adoption of any resolution or for the election of a permanent, temporary, or replacement officer.
- Proxy votes, and other votes cast by mail or e-mail, shall be considered at the annual meeting only under notification and return receipt provisions as in Section 6.7.
- 5.6 Proper parliamentary procedure shall be followed at all meetings.

5.7 The President or Vice President shall preside at annual meetings. In their absence or disability, they may designate another Club officer to preside.

ARTICLE VI. Other Meetings

- 6.1 The Club shall hold regular monthly meetings at a place and time to be determined by the Board and approved by a vote of the Membership during each annual meeting. Members may change the place and time of regular meetings at any time by proper vote.
- 6.2 Minutes of all meetings of the Club shall be kept by the Secretary, or in the absence of the Secretary, by another executive officer designated by the Secretary or President. Minutes shall be reviewed, amended if necessary, and approved by majority voice vote at the beginning of the next regularly scheduled Club meeting following the meeting to which the minutes pertain.
- 6.3 Special meetings of Shareholders may be called at such times as the President may determine, or may be called by a majority of Directors, or by written petition of at least three Members. Notice of a special meeting shall be given in a like manner as that of the annual meeting.
- At any meeting, whether annual, regular, or other, each Member shall have a single vote, unless specifically stated otherwise in these Bylaws.
- A two-thirds majority vote of all Members in good standing, not just of the quorum, is necessary for the adoption of any new or amended Club Bylaws, rules, or operating policies.
- A simple majority vote of the quorum is necessary for the adoption of any resolution or for the election of a permanent, temporary, or replacement officer.
- 6.7 Votes cast by mail or e-mail shall be accepted at a meeting only if prior notice of a call for votes is given to Members by the Secretary or other appropriate Board member, and only if the votes are received in writing by the Secretary prior to the call to order of the meeting at which the vote is taken.
- The President or, in his/her absence, the Vice President shall preside at all meetings of the Club. In their absence or disability, they may designate another Club officer to preside. In the absence of both the President and Vice President and of a designated presiding Member, the Shareholders shall elect a representative to preside at the meeting.
- 6.9 Proper parliamentary procedure shall be followed at all meetings.
- The President may, with the approval of a majority of the Board, call for votes by mail or e-mail on an individual issue that arises at any meeting at which the number of Members present is insufficient to successfully decide the issue, and that is time sensitive and deserving of a vote before the next scheduled meeting. In such a case, (1) votes shall be returned in writing, (2) the issue shall not pass unless at least two-thirds of all Shareholders in good standing return affirmative votes for the adoption of a new or amended Bylaw, rule, or operating policy; or at least a majority of all Shareholders in good standing return affirmative votes for the adoption of a resolution or for the election of any officer or for the acceptance into membership of a proposed and qualified person, and (3) the President shall present the written votes to Shareholders at the next meeting.

ARTICLE VII. Quorum Defined

- A quorum must be present at any Board meeting, annual meeting, regular meeting, or special meeting in order for Club business to be transacted at such meeting.
- 7.2 A quorum shall consist, at Board meetings, of at least three-fifths of all Directors. At all other meetings, a quorum shall consist of forty percent (40%) of all Members, except Honorary and Associate Members, in good standing.
- 7.3 Members providing votes by mail or e-mail, if allowed under these Bylaws, shall not count toward the quorum.

 Only Members physically present at meetings may constitute a quorum.

ARTICLE VIII. Bylaws and Administrative Rules

- 8.1 These Bylaws of the Frederick Aero Club, Inc., as ratified and adopted on the date shown on the document and as properly recorded in the minutes, shall supersede any and all previous Bylaws and associated operating rules of the Club.
- 8.2 The Bylaws in effect shall be considered the governing framework of principles of the Club in carrying out its business. Associated rules, regulations, operating policies, and other resolutions that may be passed under guidance of the Bylaws by proper vote of the Shareholders and/or Board shall be maintained by the Secretary in a separate list of such, and/or in the minutes of the various meetings.
- 8.3 These Bylaws may be amended at any meeting of the Shareholders by a two-thirds majority vote of all Shareholders in good standing. Amendments proposed for vote shall be distributed by the Secretary in writing to all Members at least one week prior to the meeting at which the vote is to be taken.

ARTICLE IX. Club Membership

- 9.1 Each new applicant for Membership in the Club shall be required to submit a completed membership application package to, and as defined by, the Board, which shall act as the membership committee, or to a separate membership committee if one is appointed by the Board.
- 9.2 The total Club Membership with aircraft operating privileges shall remain within the maximum number set by the Board and/or the aircraft insurance carrier. The currently defined maximum is ten such Shareholders or fewer per aircraft operated by the Club. For purposes of this Section 9.2, all Members with flying privileges, regardless of membership class (see Section 9.6), shall count toward the maximum.
- 9.3 To become a Shareholder, a prospective Member must meet the following qualifications and/or requirements. He/she must:
 - 9.3.1 Possess at least a valid Private Pilot, Recreational Pilot, or Student Pilot certificate. (Student pilots may join the Club, but shall not be considered for flying privileges in Club aircraft for training or otherwise until they have received their Private or Recreational Pilot certificate.)
 - 9.3.2 Consent to the Club's obtaining a credit report on the prospective Member. A favorable credit report, as defined by the Board, is required for Membership.
 - 9.3.3 Consent to the release of a copy of his/her driving record, which must be free of DUI or substance abuse citations.
 - 9.3.4 Not be under sanctions imposed by the FAA or other official regulatory body in connection with an accident or other event related to unsafe operation of an aircraft.
 - 9.3.5 Provide the Club copies of his/her flying experience summary, ratings, and current medical certificate, and provide his/her flight logbook for review.
 - 9.3.6 Provide valid payment of the current Club initiation fee, as in Section 12.1 of these Bylaws.
- 9.4 To continue to maintain Membership and flying privileges, a Member must meet the following requirements. He/she must:
 - 9.4.1 Remain current (non-delinquent) in all Club financial obligations, including monthly dues, hourly flying charges, initial Membership fee, and any other assessments or charges.
 - 9.4.2 Abide by all Club rules.
 - 9.4.3 Maintain flying status appropriate for participation in activities.
 - 9.4.4 Provide his/her flight logbook for review upon request of any Club officer.
 - 9.4.5 Contribute, without remuneration, at least 28 hours of service annually to the Club.
- 9.5 Voluntary termination of Membership:
 - 9.5.1 To voluntarily terminate Membership, a Member must notify the Club President or Vice President in writing, stating the intent to resign Membership, not less than 90 days prior to the effective date of termination.

- 9.5.2 Upon voluntary termination only, the initiation fee shall be partially refunded to the terminating Member under the following formula only in the event a replacement new Member is accepted by the Club within the above-described (Section 9.5.1) 90-day notification period. All outstanding financial obligations due to the Club from the terminating Member shall be withheld from the refund. The partial refund formula shall be as follows:
 - 9.5.2.1 Within 30 days of notification of the intent to voluntarily terminate membership, the Member shall receive a refund of half of his/her original initiation fee.
 - 9.5.2.2 After 30 days but within 60 days of notification of the intent to voluntarily terminate membership, the Member shall receive a refund of one-third of his/her original initiation fee.
 - 9.5.2.3 After 60 days but within 90 days of notification of the intent to voluntarily terminate membership, the Member shall receive a refund of one-sixth of his/her original initiation fee.
 - 9.5.2.4 After the 90-day period, regardless of any later acceptance by the Club of a new Member, no refund of the initiation fee of any kind shall be made.
- 9.5.3 If the terminating Member himself/herself brings to the Club a replacement Member acceptable to the Shareholders, all provisions of Section 9.5.2 shall not apply. In this case, the terminating Member shall pay to the Club all outstanding financial obligations, if any, up to the date of official Club acceptance of the replacement Member, and no repayment by the Club to the terminating Member of his/her initial fee shall be made. The Club shall have the right to withhold approval of the incoming replacement Member until all financial obligations to the Club of the terminating Member are fulfilled. The incoming replacement Member shall not be charged a separate initiation fee, but instead shall have the initiation fee of the terminating Member transferred to the replacement Member's name. The terminating and replacement Members shall be free to negotiate between themselves a settlement of the terminating Member's initiation fee, and the Club shall take no part in, and shall bear no responsibility for the success of, such negotiations.
- 9.5.4 Reinstatement of Membership to a previous Member who voluntarily terminated his Membership while in good standing shall require the Shareholder and/or Board approval and payment of all amounts as for a new Member.
- 9.6 The two special Membership classes of Honorary Member and Associate Member shall be allowed. Honorary Members shall have no flying privileges of any kind. Appropriately qualified Associate Members may be granted flying privileges. Other restrictions, as well as altered privileges and financial obligations, as defined by the Club may apply to special Members. Other membership classes may be created by the Board, with the approval of the Shareholders.
- 9.7 Acceptance of Membership and payment of the initial Membership fee shall constitute agreement by new Members to abide by all Club and other applicable rules and regulations, and by all provisions of the Corporate Bylaws. At the time of ratification of these Bylaws, all current Members agree to abide by same.
- 9.8 It shall be the responsibility of each Member to provide all relevant updates to his/her phone number(s) and contact address(es). Any required notifications to Members of any actions or items shall be provided only to the most recent phone number, mailing address, or e-mail address on record with the Secretary.

ARTICLE X. Membership Suspensions, Expulsions, and Reinstatements

A Member who is in arrears (delinquent) on any dues, fees, assessments, or other financial obligation due to the Club for more than 30 days shall be suspended from all flying privileges. Notice of suspension shall be provided in writing by a Club officer, stating also the conditions necessary for reinstatement, although initial notification prior to the written notice may be made verbally, at which time the suspension shall become effective. Suspension of flying status may be appealed to the Board. Pending the Board's hearing of such appeal, the suspension shall remain in effect. Suspension does not relieve a Member of any previous or continuing financial obligations to the Club.

- 10.2 Failure to maintain Membership in good standing, or violation of Club rules or flight proficiency requirements, may also cause the suspension of flying status. Notice of, and financial obligations during, suspension shall be as in Section 10.1.
- A Member who is in arrears on dues, fees, assessments, or other financial obligation due to the Club for more than 60 days may be expelled from the Club upon approval by the Board and upon written notice from a Club officer. The Board may, but is not required to, hear appeals of expulsion. Expulsion becomes effective at the time of personal delivery of written notice, or on the postmark date of a mailed letter. An expelled Member shall remain liable for payment of all outstanding financial obligations to the Club. Reinstatement, if allowed, and any financial payments deemed necessary for reinstatement, shall be at the discretion of the Board.
- 10.4 The President, or other executive officer if so directed by the President, shall be responsible for properly notifying a Member of a suspension or expulsion.

ARTICLE XI. Property Rights

- 11.1 The Frederick Aero Club, Inc., shall be the sole owner of record of all aircraft, aviation training devices, and all other Club property and assets.
- 11.2 Property rights of the Shareholders in good standing shall consist solely of the right to properly use and enjoy Club assets.

ARTICLE XII. Finances

- 12.1 The Club shall collect from each Member, at the time he/she joins the Club, an initial Membership fee, or initiation fee, the amount of which shall be determined by the Board. Such initiation fee shall not be refundable to the Member except as may be specifically stated in these Bylaws.
- The Club shall collect a combination of monthly dues and hourly aircraft usage fees from all Shareholders, the exact amount of each to be determined by appropriate vote of the Membership. Non-shareholding Members, such as Honorary and Associate Members, may be charged different, or no, dues and fees, as determined by the Board. In addition, Members may be assessed for equitable shares of operating or other costs if normal dues and hourly fees fall short of covering committed or projected Club expenses. Finally, the Club shall collect all other amounts prescribed in these Bylaws, including, but not limited to, penalty and related payments.
- 12.3 Hourly aircraft usage fees shall be charged at wet rates, meaning that all fuel and oil costs shall be included in the rate. Members shall be reimbursed for fuel and oil purchases made at facilities other than at the home base airport, and must submit receipts for such purchases as a condition for reimbursement. Fuel purchases and authorized oil purchases made at the home base airport shall be charged directly to the account of the Club, if such exists, or if not, by other means directed by the Board.
- Monthly dues shall not be prorated for any Member for any reason. On the first calendar day of a month, or on another day as may be decided by the Board, the full amount of monthly dues for that entire month for each Member shall be due and payable.
- 12.5 All dues hourly fees, assessments, and any other amounts due to the Club are payable to the Treasurer under the following payment policy:
 - 12.5.1 All amounts are to be paid in person, or mailed and postmarked, on or before the 15th of each month.
 - It is the responsibility of each Member to be aware of the correct mailing address to be used for payment, and of alternate addresses, if any.
 - 12.5.3 Payments not received, or not postmarked, by the 30th of the month are considered delinquent. A delinquent payment subjects the Club Member to suspension or other penalties under provisions of Article X. In the case of a delinquency, a Club officer may remove scheduled time for the delinquent Member from the scheduling service records and may bar the Member from scheduling further flight time, until the delinquency is cleared.

- 12.5.4 The Treasurer or other authorized officer shall make every reasonable effort to contact the delinquent or suspended Club Member, but it is the Member's responsibility to make payments even if a billing statement or other notice was not received. (This implies that each Member should maintain records of his/her flight time, and/or should estimate amounts due each month, in order to remit payment on time.)
- 12.6 The net proceeds of operations, except dedicated reserves, if any, shall be used for the maintenance, acquisition, and upgrading of Club aircraft and other assets, and for other Club business purposes. As stated in Section 1.3 of these Bylaws, no part of the net proceeds of operations or reserves shall inure to the benefit of any Member.
- 12.7 All balances on hand shall be properly maintained and/or invested for the benefit of the Club as described in these Bylaws, including but not limited to Section 4.10.2. There shall be no commingling of personal and Club funds.

ARTICLE XIII. Aircraft Scheduling, Related Violations, and Flight Time Limits

- An internet-based scheduling service that also allows telephone access shall be provided for the use of all Members. This service shall be the only mechanism for scheduling the use of Club aircraft, including maintenance time. This service may be discontinued or replaced by appropriate vote of the Members.
- 13.2 Scheduling of the aircraft for the purpose of maintenance shall have priority over all other reservations. Such maintenance time, however, shall be booked by an officer with the scheduling service as soon as possible.
- 13.3 Conflicts in scheduling shall be resolved by the Club President. Members shall have the right of appeal to the Board.
- 13.4 Any Member scheduling an aircraft must be a current Member in good standing.
- 13.5 Maximum total days on schedule: Members may have on the schedule at any time during the upcoming, rolling 365-day period no more than 28 days, or portions thereof consisting of 1 minute or more during the calendar day 24-hour period, of reserved flight time (whether weekends, holidays, or weekdays). Therefore, if a Member who has properly reserved 28 days uses or cancels flight days, he/she may add a like number of days to the upcoming 365-day period.
- 13.6 Maximum weekends and holidays on schedule: Within the allowed 28 total days (Section 13.5), Members may schedule use of Club aircraft for no more than 4 weekend and holiday periods. Time reserved for any portion of an individual Saturday or Sunday, or for the combination of Saturday and Sunday on the same weekend, shall each count as one full period toward the 4-period maximum. Similarly, time reserved for any portion of a holiday shall count as one full period toward the 4-period maximum. However, during peak demand time, defined as June through September, Members may schedule no more than 2 weekend and holiday periods.
- 13.7 Other days: Members may schedule non-weekend and non-holiday days at any time, subject to the 28-day total limit, and subject to provisions of Section 13.8 below.
- 13.8 Meximum consecutive days: Members shall not schedule more that 14 consecutive days, or portions thereof, on any aircraft during peak demand time without prior concurrence of a simple majority of the Club Membership.
- Minimum hours charged for reserved time: Members scheduling aircraft usage for any 3-day weekend or holiday period shall be billed and shall pay for a minimum of 3 flight hours. Members scheduling aircraft usage all day (defined as 8 daylight hours or more) on any Saturday or Sunday shall be billed and shall pay for a minimum of 2 flight hours for each weekend day scheduled. (See Article XIX for changes.)
- Inability to depart or return on time: Any Member not able to depart with an aircraft within 1 hour of scheduled departure time on any day, for any reason, shall update his/her schedule with the scheduling service. Any Member not able to return an aircraft to home base by the scheduled return time must make all reasonable efforts to contact any and all Members next on the schedule who are impacted by the change in schedule. In addition, provisions in Section 14.3 of these Bylaws shall apply.

- 13.11 Limit on national fly-ins: No Member may schedule usage of any Club aircraft for 2 consecutive years for attendance of any Club-defined national fly-in trip. At the time of ratification of these Bylaws, the Club-defined national fly-ins are 'Oshkosh' and 'Sun and Fun.'
- 13.12 Violations of scheduling rules: Any Member receiving notification of having violated a Club scheduling rule shall remove all excess and/or incorrectly scheduled time from the schedule within 24 hours of such notification. If attempts to contact the Member in violation are otherwise unsuccessful, notification shall be deemed to be effective on the 7th day following the postmark of a letter sent by mail advising of the violation. After notification, if the schedule violation has not been corrected by the Member within 24 hours, a Club officer may permanently remove all existing scheduled time for the Member in violation from the schedule.
- 13.13 Because not all scheduling situations can be anticipated, it is expected that Members will use and exhibit logic, common sense, consideration, and tolerance in scheduling situations not covered by these Bylaws

ARTICLE XIV. Aircraft Operations and Liability

- 14.1 Each Member, in order to maintain the privilege of flying Club aircraft, shall meet the following requirements. These are in conjunction with, and/or in addition to, all applicable FAA and other applicable legal regulations. Members must:
 - 14.1.1 Remain in good standing with the Club.
 - 14.1.2 Have an appropriate pilot certificate and valid FAA medical certificate.
 - 14.1.3 Meet all FAA, airport, and Club requirements for the flight operations intended.
 - 14.1.4 Maintain a current flight log.
 - 14.1.5 Maintain flight currency as discussed in Article XV.
- 14.2 The following aircraft usage policies shall be adhered to by all Members in conjunction with the operation of all Club aircraft. Failure to follow these policies shall be grounds for loss of flight privileges or for other action as prescribed in these Bylaws or as deemed appropriate by the Board.
 - 14.2.1 A flight plan, either IFR or VFR, shall be filed and activated for any flight segment of distance greater than 125 nautical miles. All activated flight plans shall be closed properly at the end of the flight.
 - 14.2.2 Club aircraft shall not be operated from non-paved runways, unless such are FAA-charted and approved and are greater than 2000 feet in length, without prior approval by the Board.
 - 14.2.3 Club aircraft shall not be flown outside the boundaries of the 48 contiguous United States without prior approval by the Board.
 - 14.2.4 Club aircraft shall be preheated, at Member's expense, when AWOS reports temperature of 32°F or below
 - 14.2.5 Club aircraft shall not be hand propped without the presence of at least 2 people: (a) a fully rated pilot at the controls, and (b) another person experienced in hand-propping operations.
 - 14.2.6 Aircraft oil level shall be checked prior to each flight, and oil shall be added appropriately if necessary. Only Club-supplied oil shall be used unless supplies are exhausted, in which case the proper grade of oil may be purchased by the Pilot.
 - Africant shall be refueled to a tank level or standard as may be designated by the Board after each flight of more than 45 minutes, or after each flight of any duration if the flight ends at the home base airport, in order to reduce the potential for water contamination of fuel from condensation, and in order to ensure that the aircraft are left as much as possible in ready-to-fly condition for the next Pilot.
 - 14.2.8 After each flight terminating at home base, the aircraft shall be tied down in its proper spot, shall be covered properly, and shall be left in clean and serviceable condition for the next Member's flight.

- 14.2.9 Any Member running down a Club aircraft battery or finding one that is discharged shall have the battery removed and recharged. Either the fully recharged battery shall be replaced, or a different spare battery shall be installed, so that the next pilot may have timely usage of the aircraft.
- 14.2.10 Use of Club aircraft for commercial purposes of any kind is prohibited, as are loaning or renting Club aircraft to non-Members.
- 14.2.11 Aircraft operations in violation of provisions in the aircraft insurance policy(ies) are prohibited. It is the responsibility of Members to be fully aware of insurance policy provisions.
- 14.2.12 A Member may authorize repairs or maintenance to Club aircraft of up to \$500 (a) only to correct airworthiness problems preventing the aircraft from returning to home base, and (b) only if the damaged aircraft is at least 50 nautical miles from home base. All other expenditures require the prior consent of the President or other officer. Refer also to Bylaws Section 14.3.
- 14.2.13 Aircraft designated as 'grounded' for any reason by any Member shall not be flown until notification is provided by the Maintenance Officer, an A&P, an IA, or a Club designated CFI that the aircraft is fit to return to operational status.
- 14.2.14 Members are responsible for completing all entries on the aircraft flight log sheet, which shall remain in the aircraft, following each flight. Entries shall include the pilot Member's name, duration flown, oil added, and any squawks regardless of apparent significance. If the flight log sheet is missing from the aircraft, the Member shall notify the plane captain as soon as possible of the missing log sheet and of the flight information normally required to be noted on the log sheet.
- Delays in returning aircraft to home base: Occasionally, Members may be unable to return Club Aircraft to home base on schedule due to adverse weather, aircraft mechanical failure, or personal incapacity to fly. While safety must always be the primary consideration, a high level of availability of Club aircraft is demanded by the Membership, and shall be preserved. Operating rules and designated responsibilities related to delays in returning aircraft to home base are designed to encourage return of the aircraft to service as soon as possible, and to distribute responsibilities and costs equitably.
 - 14.3.1 The Club accepts no responsibility for changes, direct or indirect, to personal activities or plans of Members caused by the inability of Club aircraft to successfully complete a flight or to be returned to home base, regardless of the cause. The Club shall reimburse no expenses related to such. Reimbursement of costs shall be entirely limited to those specified below or those specifically approved by the Board.
 - 14.3.2 If a Club aircraft is left longer than scheduled at a location other than home base for any reason, or if the aircraft cannot be returned as scheduled, the Member shall contact the Club President or other officer, stating the condition and location of the aircraft, and the circumstances of the situation.
 - 14.3.3 Delay not causing schedule conflicts: If the aircraft cannot be returned when originally scheduled, for any reason, and if it is not otherwise scheduled for maintenance or use by other Club Members, the Member shall (1) contact the scheduling service and formally extend the schedule for the aircraft for the additional time needed, and (2) contact a Club officer with information on the situation. However, if a Member extends the schedule for any reason, the minimum daily use charges discussed in other sections of these Bylaws, including Section 13.9, shall apply. If a Member is unable or unwilling to formally extend the schedule, provisions below shall apply.
 - Delay due to adverse weather: If a flight cannot be continued due to unsafe or adverse weather conditions, the Member shall coordinate the return of the aircraft to home base as soon as possible.
 - 14.3.4.1 The Club will reimburse no expenses incurred by the Member due to weather delays.
 - 14.3.4.2 If the inability to return the aircraft to home base due to adverse weather results in non-availability of the aircraft for other scheduled Club use, (1) the Member shall contact a Club officer with information on the situation, (2) the Member shall make reasonable efforts to contact Members next on the schedule to inform them of the situation, and (3), after a two-day grace period, the Member shall be assessed a 1-hour rental rate penalty charge for each calendar day or portion thereof until the aircraft is returned to home base.

- 14.3.4.3 If a Club aircraft cannot be returned to home base within seven days, including the grace period, the Club may arrange for return of the aircraft. In that event, the Member shall be billed for the actual costs incurred by the Club, in addition to the penalty charges that accrue up to the day the Club takes charge of the aircraft.
- 14.3.5 Delay due to mechanical failure: When a Club aircraft becomes or is found to be unairworthy at a location other than home base for mechanical reasons not negligently caused by the Member, penalty charges as discussed above do not apply. However, the Member shall coordinate the necessary repairs as described below and arrange for the aircraft's expeditious return to home base. A Club officer shall be informed by telephone as soon as possible of the situation.
 - 14.3.5.1 Although not a requirement, if the inoperative aircraft equipment would permit the aircraft to be flown under a ferry permit issued by an FAA Flight Standards District Office (FSDO), consideration should be given to obtaining such a permit if it would allow transporting the aircraft to a repair location designated by the Maintenance Officer or to home base.
 - 14.3.5.2 Only the minimum repairs necessary to return the aircraft to home base or to a repair site designated by the Club Maintenance Officer shall be performed, and every reasonable effort shall be made to complete these repairs within three business days. As soon as the time of return can be reasonably estimated, a Club officer shall be recontacted by phone with information on the revised time of return of the aircraft.
 - 14.3.5.3 If repairs can be completed within three business days, the Member shall either remain with the aircraft or return to pick up the aircraft after repairs are completed, and the Member's actual expenses will be reimbursed, subject to the following.
 - 14.3.5.3.1 Reimbursement other than for expenses to repair the aircraft, shall not exceed the current table of Maximum Per Diem rates issued for federal government travel and mileage.
 - 14.3.5.3.2 Receipts for lodging and any other expenses exceeding \$25 must be provided in order to receive reimbursement.
 - 14.3.5.3.3 Total reimbursements, regardless of whether the 3-day time period applies, shall not be paid in excess of the amount it would have cost to hire an appropriately rated commercial pilot to return the aircraft to home base.
 - 14.3.5.4 If the repairs cannot be completed in three business days, an understanding must be reached between the Member and the Club that will allow the Member to meet personal and/or business commitments while also minimizing the overall expense and time incurred by the Club to return the aircraft to home base. If a mutually acceptable arrangement cannot be reached, the Club shall arrange for the repair and return of the aircraft. In that event, the Member will be billed for the actual costs incurred by the Club for the aircraft's return, and the Member will receive no reimbursement of personal expenses.
- 14.3.6 Delay due to personal incapacity to fly: If a flight cannot be continued due to personal incapacity to perform as pilot in command (PIC), and if this situation continues for more than two days, the Club may arrange for the return of the aircraft to home base. The Member will be billed for no more than the actual costs incurred by the Club, and no penalty will be assessed. The Club will reimburse no expenses incurred by the Member.
- Each Member is responsible for the aircraft while it is in his/her charge. An aircraft shall be considered in the charge of the Member who scheduled it. The Club shall maintain the right to hold the Member (1) accountable for following, or causing to be followed, all usage policies, and (2) accountable and financially liable for any and all damage not covered and/or reimbursed by the Club insurance policy.

In general, failure by a Member to exercise good judgment which contributes to causing an aircraft incident, accident, or violation of any FARs may result in monetary assessments levied by the Club, in addition to other charges and penalties allowed.

ARTICLE XV. Flight Proficiency, Flight Currency, and Check Flights

- 15.1 Flight proficiency rules shall be in effect to govern the qualifications of Members to operate all Club aircraft, to provide clear guidelines on the limits of aircraft operation, and to establish a review procedure of unsafe or unauthorized flight operations. These rules may exceed Federal Aviation Regulations (FARs) in some cases. In other cases, or for situations that may not specifically be covered by Club rules, the FARs and/or other federal, state and local aviation rules and regulations shall govern.
- 15.2 Changes to flight proficiency rules, after approval by the Corporation, shall be posted for 30 days, after which time the rules become effective. The Members shall review these rules at least annually; however, if not reviewed or if not changed, existing rules shall remain in effect.
- Prior to a first solo flight in Club aircraft, new Members with recreational, private, or advanced pilot certificates shall fly Corporation aircraft only under the direct supervision of a designated CFI until they have passed a Proficiency Flight Check (PFC), including written exam, and until receipt of a logbook endorsement from the designated CFI acknowledging competence to fly a specific Club aircraft. Separate aircraft shall require separate endorsements. The PFC shall include demonstration of the knowledge of the operating procedures, limitations, and emergency procedures of the aircraft to the satisfaction of the designated CFI. In addition to the logbook endorsement, the written exam shall be signed by the CFI, and provided to the Club Secretary. At that time, proof in the form of the pilot's logbook and any relevant FAA documents shall be presented, demonstrating that the pilot meets minimum qualifications to act as pilot in command of the aircraft.
- 15.4 Pilots who are not current in the make and model aircraft being used shall receive dual instruction in that aircraft sufficient to prepare them for the PFC, and to comply with any requirements of the insurance policy(ies).
- Prior to any flight by a Member in Club aircraft, whether day or night, the Member must have flown and logged flight time sufficient to meet both (1) all FAR and (2) all Club insurance proficiency and currency minimums, including but not limited to night flight requirements and time in type requirements.
- 15.6 No Member shall operate a Club aircraft from the right-hand seat unless an appropriate check flight has been passed, and until a Club-designated CFI has endorsed the Member's logbook.
- 15.7 Pilots who are considered as having low time in type (see Article XVIII) are encouraged to avoid flight operations at airports with runway lengths less than twice the minimum value given in the aircraft's Pilot's Operating Handbook (POH) for safe landing over a 50 foot obstacle.

ARTICLE XVI. Death or Divorce of a Member

- In the event of a Member's death, the Membership termination provisions and any associated forfeiture provisions in other Articles of these Bylaws shall not apply. If the Member's estate cannot effect a transfer of Membership, under terms acceptable to the Shareholders, to another individual acceptable to the Shareholders, and if the estate cannot provide for payment sufficient to cover any and all amounts in arrears, the Club may choose to return to the deceased Member's estate his/her initial Membership fee, less all amounts past due to the Club, and thus fully and finally terminate the deceased Member's affiliation with and financial interest in the Club. No other financial recourse shall be allowed.
- In the event of a Member's marriage being dissolved by divorce, any and all amounts that may be legally assigned or attached from Club funds and/or assets, by whatever means, to his/her spouse's portion of the property settlement associated with the divorce proceedings, shall be repaid to the Club by the divorcing Member.

ARTICLE XVII. Dissolution of the Corporation

The Corporation may be voluntarily dissolved only by unanimous vote of all Shareholders in good standing, except Honorary, Associate, or other non-shareholding Members. All Shareholders must cast a vote or abstain; those not in attendance at a meeting during which a dissolution vote is taken shall be contacted by a Club officer and required to cast a vote or abstention in writing, whether in person, by e-mail, or by mail. Any Member who refuses to cast a written vote, or any Member who has not been contacted within 14 days after

- all reasonable efforts at such, shall be deemed to have cast an abstaining vote. Abstentions are not considered votes in the negative; only non-abstaining votes shall decide the question. The President shall make known to the Members the results as soon as all votes are received and counted.
- 17.2 If the vote is in favor of dissolution, the day of dissolution shall be deemed to be that on which the final vote is received or postmarked.
- 17.3 In the event of dissolution of the Corporation for any reason, the Board shall appoint three trustees from among the Members who shall first liquidate all Club assets at fair market value and satisfy all Club debts and liabilities. At the discretion of the Board, Members may be granted the right to purchase any Club asset by matching its fair market value. After asset liquidation and retirement of debts are completed, the trustees shall distribute all remaining funds, if any, equally among the Shareholders in good standing on the day of dissolution, less for each Shareholder his/her outstanding financial obligations to the Club.

ARTICLE XVIII. Definitions of Terms

18.1 Throughout these Bylaws certain words, terms, and phrases are used whose definitions or meanings may not be readily apparent, especially to a person not involved significantly in aviation activities. Therefore, the following section, arranged alphabetically, is included to assist in clarifying the intended meanings of many, but not necessarily all, of the words, terms, and phrases contained herein.

Word or Phrase	<u>Definition or Intended Usage</u>		
A&P	Airframe and Powerplant, referring to a qualified aviation mechanic.		
Address (on record)	Address of record of a Shareholder. It is the responsibility of the Shareholder to ensure the Club has on record an accurate mail and/or e-mail address.		
Annual service	Service expected of Members to the Club, usually but not always consisting of aircraft maintenance or cleaning. The Club may decide that service by officers in performing their duties also can qualify.		
Associate Member	Non-shareholding Member with flying privileges. See Article IX.		
AWOS	Automated Weather Observation Service, to be interpreted in this document as any official aviation weather reporting means from which to receive current or forecast ambient temperature information (AWOS or other).		
Business days	In conjunction with the repair of an aircraft, especially away from home base as in Article XIV, the days an aircraft repair facility is open and/or available for business, which may include Saturdays or Sundays. In other contexts, Monday through Friday, inclusive.		
Clean, serviceable condition of aircraft	After flight, characterized by (a) logbooks, manuals, and logsheets put away in proper places, (b) yoke lock, cowl plugs, and exterior cover replaced properly, (c) the removal of trash and personal items, and (d) proper refueling completed.		
Club-supplied oil	Dif purchased by the Club, usually in case or other bulk quantities, and stored either in each aircraft, at a Club hangar, or other location.		
Current	Flight currency as defined by FARs and these Bylaws. Implies a pilot has all proper checkouts, endorsements, and minimum time for safe and legal flight, and that he/she is in compliance with all Club rules. Also, a current Member is one who is not financially delinquent in any Club obligations.		
Designated CFI	Qualified flight instructor specifically named by the Club as acceptable to train and/or approve Members for flight in Club aircraft.		
FAR	Federal Aviation Regulation.		
Flight hour, or hour	For billing purposes, hours of usage of aircraft by a pilot as recorded by the Hobbs meter.		
Flight Log	A Member's pilot's logbook.		
Flight log sheet	A sheet kept in each Club aircraft on which to record required information about the aircraft's condition, usage, and pilot's hours of use. Maintained by the plane captain, or in his/her absence, by the Maintenance Officer.		

Word or Phrase	Definition or Intended Usage	
Good standing	In compliance with all Club rules, including having met current financial obligations.	
Grounded	Aircraft designated as grounded are mechanically or otherwise unfit for flight.	
Hand propping	Attempting to start an aircraft engine by turning the propeller by hand rather than by use of equipment and/or controls entirely inside the aircraft cabin.	
Home base	Agreed permanent base of operations for Club aircraft. As of the time of ratification of these Bylaws, Frederick Municipal Airport, MD (FDK).	
Honorary Member	Non-shareholding Member with no flying privileges. See Article IX.	
IA	Inspection Authority, similar to an A&P.	
Low time in type	Describing a pilot with less than 30 logged hours in a particular make and type of aircraft.	
Member, scheduling Member	Any Shareholder of the Club, or in conjunction with responsibility for the aircraft during operation, the Member who officially scheduled usage of the aircraft.	
Membership book	Membership listing to be maintained by the Secretary	
Membership committee	Temporary committee appointed from among the Membership to evaluate prospective new Members. By tradition, in the absence of an appointed committee, the Board.	
Membership share, or share	Regardless of the amount of the initiation fee paid, each Member owns exactly one share of the Corporation.	
National fly-in	For purposes of these Bylaws, at this time, only two events are designated: Oshkosh and Sun-N-Fun.	
Peak time	At the time of ratification of these bylaws, the period each year from June through September, inclusive.	
Personal incapacity to fly	Incapacity to act as PIC, such as due to illness.	
Pilot in command (PIC)	As defined in FARs. Also interpreted as the Member who scheduled a Club aircraft and who has the aircraft in his/her charge.	
Posted	In the context of announcing rules and regulations, 'posting' can be accomplished by circulating a written or e-mailed document to Members, by mailing such, or by having the rule read into the minutes of a monthly meeting.	
Regular Member	A Member who is not an Honorary or Associate Member. A Shareholder of the Corporation.	
Reserves	Also called dedicated funds, such as the engine overhaul fund.	
Scheduling service	As of the time of ratification of these Bylaws, designated as ScheduleMaster. Interactive website address and telephone usage instructions are available.	
Segment (flight segment)	Especially for purposes of required filing of flight plans (Section 14.2.1), the period between a takeoff and the next landing.	
Squawks	Problems with the condition or handling of the aircraft, to be recorded on the flight log sheet.	
Tiedown spot(s)	The rented or owned tiedown parking spot(s) at the home base airport.	

ARTICLE XIX. Summary of Subsequent Amendments

19.1 This Article is not intended as an official part of the Bylaws. It is included only for purposes of summarizing amendments to the Bylaws that have been properly adopted by appropriate official vote of the Members after the original bylaws adoption date of August, 2001, and recorded in official meeting minutes. From time to time, any or all of the amendments listed here or in meeting minutes may be incorporated into the wording of the Bylaws above, with or without eliminating them from this list. Until such time, all proper amendments must be considered, and are agreed by Members to be, part of the ongoing Bylaws.

<u>Date</u>	<u>Amendment</u>	<u>Notes</u>
Approx.	13.9. Paragraph eliminated. No current minimum weekend	
6/2003	or holiday hourly charges.	paragraph. Exact date not
		recorded, but official.

