
BY-LAWS
of
Crosswinds Flying Club, Inc.

ARTICLE I
PURPOSE AND OFFICES

SECTION 1. *Purpose.* The purpose of this club is to meet on a social and friendly basis as frequently as possible for those people who are interested in safe flying and to make available to the members planes for purely pleasure non-commercial flying.

SECTION 2. *Principal Office.* The principal office of the corporation shall be in the State of Illinois at Central IL Reg. Airport Hangar F-15, 2825 E. Empire, Bloomington, IL 61704. The corporation may have such other offices, either within or without the State of Illinois, as the business of the corporation may require from time to time.

SECTION 3. *Registered Office.* The registered office of the corporation required by The General Not For Profit Corporation Act of 1986 of the State of Illinois to be maintained in the State of Illinois may be, but need not be, identical with the principal office in the State of Illinois, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE II
BY-LAWS

SECTION 1. *Governing Effect.* The affairs of Crosswinds Flying Club, Inc shall be conducted in strict accordance with these By-Laws.

SECTION 2. *By-Laws Committee.* The Chairman of the Board in cooperation with the President shall annually appoint a committee of at least three members to review and revise the By-Laws, recommending changes, to remain consistent with operations. The recommended changes will be voted on by the members.

SECTION 3. *Amendments.* These By-Laws may be altered, amended or repealed and new By-Laws may be adopted at any meeting of the Board of Directors of the corporation, with notice, by a majority vote of the directors present at the meeting; however, a By-Law adopted by the members may not be altered, amended, repealed, or rendered moot by the Board of Directors. These By-Laws may be altered, amended, or repealed and new By-Laws may be adopted by the members at any annual meeting, or at any special meeting called for such purpose, with notice.

SECTION 4. *Notice.* Notice of a meeting at which a By-Laws vote will be taken must be given to at least 15 days in advance of the meeting. Such notice must include the recommended By-Laws changes for review.

ARTICLE III MEMBERSHIP

SECTION 1. *Annual Meeting.* There will be an annual membership meeting held each year during the month of July. These meetings will generally precede the Board of Directors meetings unless otherwise stipulated by the President.

SECTION 2. *Special Meetings.* 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 majority of the members.

SECTION 3. *Places of Meeting.* All meetings of the members shall be held at a place to be determined by the President.

SECTION 4. *Notice of Meetings.* Members shall be notified of any membership meeting by email to the last known email address for each member at least 15 days before such meeting. Notice of the special meetings of the members, stating the time and in general terms the purpose thereof, shall be given in like manner as the notice required for the regular annual meeting. If a majority of members shall be present at any meeting, any business may be transacted without previous notice.

SECTION 5. *Quorum of Members.* At any meeting of the members, a quorum shall consist of one fourth of the members. Member attendance may be in person, or virtually if virtual attendance is available for the meeting for both quorum and voting. A quorum is required for any binding action, but discussion may be engaged in and items may be suggested for a vote at the next membership meeting or board meeting if no quorum is present.

SECTION 6. *Meeting Order.* The President shall call the meetings of the members to order and shall act as the presiding officer thereof. In the event of the President's absence, the President's duties be executed by the following in delegating order: Vice President, Secretary, Treasurer, Board Member at Large (in order of seniority), then general membership (in order of seniority).

SECTION 7. *Order of Business.* At the annual meeting of the members, the members shall elect by ballot a Board of Directors as constituted by these By-Laws and consider any By-Laws changes suggested to the membership. The membership shall consider any other business as stated on the notice, or any business if a majority of the membership is present.

SECTION 8. *Voting.* At any meeting of the members, each member shall have only one vote. A majority vote of the members voting is necessary for the adoption of any resolution.

SECTION 9. *Proxies.* The Secretary may request the membership vote on any issue electronically and any vote submitted to the Secretary electronically shall be considered execution of a proxy vote by the member to the Secretary. The Secretary shall vote the proxy as indicated by the member for the issue raised by the Secretary. Proxy votes present for any meeting shall be counted towards the number of members necessary for a quorum.

SECTION 10. *Action by Written Consent.* Any action may be taken by written unanimous consent of all members. Every written consent shall bear the date of signature of each member who signs the consent and no written consent shall be effective to take the corporate action referred to therein unless, a written consent or consents signed by all members to take such action are delivered to the Secretary.

SECTION 11. *Membership Requirements.* Any person of good character, with a true interest in aviation, shall be eligible to become a member of this organization, provided at least one active member makes the recommendation. Membership may be applied for by presenting an application accompanied by the initiation fee for the desired category at a Board of Directors meeting.

No applicant for membership to Crosswinds Flying Club, Inc. shall be entitled to use any of this organization's property until said applicant is approved by the Board of Directors and having completed all prerequisites including that required for the Pilots Information File.

When required, each member shall share in the financial liability of Crosswinds Flying Club, Inc. by signing a Personal Liability Guarantee for an amount as needed to cover outstanding notes as approved by the general membership. The member will be liable up to the amount indicated if the note cannot be paid by any other means.

SECTION 12. *Membership Termination.* A member may withdraw from the club upon notification to the Secretary in writing at least thirty (30) but no more than ninety (90) days in advance. Any obligation by the club or withdrawing member must be fulfilled within ninety days of the resignation date.

The Board of Directors shall have the power to suspend or expel any member from the organization. Said member shall lose any and all rights, titles, claims and interest in and to any of the property of Crosswinds Flying Club, Inc. Any reimbursement will be determined by the Board of Directors. The following are reasons for Suspension or Expulsion:

- a. Failure to abide by FAA Rules and Regulations;
- b. Failure to use diligent effort to care for and protect the property of this organization at all times;
- c. Such other infractions of the rules and regulations of this organization as are currently in effect or as may be adopted at any time by the Board of Directors; or
- d. Abuse of Crosswinds Flying Club, Inc. privileges.

A member may be expelled by a majority vote of the Board of Directors voting at any regular or special meeting of the Board. In the event the member is expelled, they may appeal the decision. In this event a meeting of the Board will be called for the appeal process. Ten (10) days' notice via an email to their last known email address shall be given to the member who shall have the right to be heard either in person or by counsel at the meeting of the Board called for that purpose.

ARTICLE IV DIRECTORS

SECTION 1. *General Powers.* The powers, business, and property of the club shall be exercised, conducted, and controlled by a Board of Directors of ten (10) members.

SECTION 2. *Number, Tenure and Qualifications.* There shall be a Board of Directors whose members shall be comprised of the President, Vice President, Secretary and Treasurer, Chairman of the Board, and five (5) Directors at Large, all elected by the membership. The Board shall be empowered to transact all business of this organization as prescribed in the By-Laws, except loans for any purpose or the sale of club aircraft must be approved by the membership at a membership meeting. Each director shall hold office until the next annual meeting of members or until a successor shall have been elected. A director may resign at any time by giving written notice to the Board of Directors, its Chairman, the President, or the Secretary of the corporation. A resignation shall be effective when the notice is given, unless the notice specifies a future date. Any Board member who misses three consecutive Board meetings will be considered to have resigned.

SECTION 3. *Vacancies.* In case of a vacancy on the Board, the Chairman shall fill such vacancies that may occur until a vote at a membership meeting duly called occurs.

SECTION 4. *Regular Meetings.* Immediately after the election of the Board, at the annual meeting of the members, the newly elected Directors shall hold a board meeting and transact any other business. The Board of Directors shall hold a monthly meeting for the purpose of conducting the affairs of Crosswinds Flying Club, Inc. Members and visitors are welcome at the monthly Board of Directors meetings and may express an opinion but shall not vote.

SECTION 5. *Special Meetings.* Special meetings of the Board of Directors may be called at any time on the order of the Chairman of the Board or in his absence by the President. Members and guests may be excluded from these meetings when the situation warrants.

SECTION 6. *Notice of Meetings.* No notice of the monthly meeting of Directors need be given. Notice of the special meetings of the Board of Directors stating the time and in general terms, the purpose, shall be mailed, emailed or personally given to each Director not later than the day before the day appointed for the meeting. If all Directors shall be present at any meeting any business may be transacted without previous notice.

SECTION 7. *Quorum of Directors.* Six (6) Directors shall constitute a quorum of the Board at all meetings and a majority vote of the quorum shall be necessary to pass any resolution or authorize any act of the club. Directors may attend any meeting in person, or virtually if provided for by the meeting.

SECTION 8. *Director Compensation.* By the affirmative vote of a majority of the directors then in office, and irrespective of any personal interest of any member of the Board of Directors, the Board of Directors may establish reasonable compensation of all directors for services to the

corporation as directors, officers, or otherwise. No such establishment of reasonable compensation shall be deemed a director conflict of interest.

SECTION 9. *Presumption of Assent.* A director of the corporation who is present at a meeting of Board of Directors at which action on any corporate matter is taken shall be conclusively presumed to have assented to the action taken unless his or her dissent is entered in the minutes of the meeting or unless such director shall file his or her written dissent to such action with the Secretary before the adjournment thereof or shall record such dissent at the next meeting by motion duly passed to correct the meeting minutes before adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

SECTION 10. *Informal Action by Directors.* Any action required to be taken at a meeting of the Board of Directors, or any other action which may be taken at a meeting of the Board of Directors, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all the directors entitled to vote with respect to the subject matter thereof.

SECTION 11. *Board Powers.* The Board of Directors shall have the power and authority to promulgate and enforce all rules and regulations pertaining to the use and operation of Club property, and to do and perform, or cause to be done and performed, any and every act which the Club may lawfully do and perform.

SECTION 12. *Board Records.* The Board of Directors shall cause to be kept a complete (hard copy) record of all its acts and proceedings and of its meetings and to present a full financial statement at the monthly board meetings showing in detail the condition of the affairs of the club. Copies of the statement will be available for each member on the club web site and at the meeting.

ARTICLE V OFFICERS

SECTION 1. *Number.* The executive officers of the Club shall be a President, a Vice President, a Secretary, and a Treasurer.

SECTION 2: *Election and Term of Office.* The President, Vice President, Secretary, and Treasurer shall be elected by the general membership at the annual meeting. Each officer shall hold office until the next annual meeting of members or until a successor shall have been elected. An officer may resign at any time by giving written notice to the Board of Directors, its Chairman, the President, or the Secretary of the corporation. A resignation shall be effective when the notice is given, unless the notice specifies a future date.

SECTION 3. *Removal.*

Any officer or agent of the corporation may be removed by the Board of Directors whenever in its judgment the best interests of the corporation will be served thereby.

SECTION 4. *Vacancies.*

A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Chairman for the unexpired portion of the term.

SECTION 5. *Chairman of the Board of Directors.* The Chairman of the Board will be the chief executive of the Board of Directors. The Chairman shall preside at all meetings of the Board of Directors. The Chairman may call special meetings of the Board of Directors and shall be in charge of all business conducted at said meetings. In the absence of the Chairman, the President, then Vice-President, then Secretary, then Treasurer will be responsible for conducting the meetings of the Board of Directors.

SECTION 6. *President.* The President shall be the Chief Executive Officer of the Club. The President shall preside at all membership meetings. The President shall have, subject to the advice and control of the Directors, general charge of the business of the Club, shall execute with the Secretary, in the name of the Club, all certificates of membership, contracts, and other instruments.

The President shall be responsible to the Board of Directors for the operation of the Club. The President shall recommend for approval to the Board of Directors all operation rules of the Club and shall report with recommendations all violations of such rules by any member of the Club. The President shall enforce decisions regarding the suitability of all equipment and the qualifications of all members for every type of flight operation.

The President may appoint a Safety Director, Program Director, Maintenance Director and Public Relations Director, subject to the approval of the Board of Directors. The individuals involved in these assignments shall become non-voting ex-officio members of the Board unless they are also members to the Board.

The President shall appoint a chairman of any and all committees necessary to perform the functions of the club and Aircraft Maintenance Officers as needed.

Prior to the annual meeting of members, the President shall appoint three (3) members to serve as a nominating committee. The nominating committee shall, prior to the membership meeting, publish a ballot of candidates for directors to be put to the membership for vote at the annual meeting.

SECTION 7. *Vice President.* The Vice President shall be vested with all the powers and shall perform the duties of the President in case of the absence or disability of the President. The Vice President shall also perform such duties connected with the operation of the Club as they may undertake at the suggestion of the President. The Vice President shall be Chairman of the membership committee and the program committee.

SECTION 8. *Secretary.* The Secretary shall keep the minutes of all proceedings of the members and of the Board of Directors in books provided for that purpose. The Secretary shall attend to the giving and serving of notices of all meetings of the members and of the Board of Directors and otherwise. The Secretary shall keep a proper membership book showing the name of each member of the Club, the book of By-Laws, the Club Seal, if any, and such other books and papers as the Board of Directors may direct. The Secretary shall execute, with the President, in the name of the Club, all certificates of membership, contracts, and other instruments which have been first approved by the Board of Directors. In the absence or disability of the Treasurer and under the direction of the President, the Secretary shall execute in the name of the Club, payments, authorized by the Board of Directors. The Secretary shall also maintain an appointment vehicle for the operation and scheduling of the aircraft.

The Secretary shall perform all duties incident to the Office of the Secretary, subject to the control of the Board of Directors. The Secretary shall also perform such duties connected with the operation of the Club as they may undertake at the suggestion of the President.

SECTION 9. *Treasurer.* The Treasurer shall execute in the name of the Club all checks for the expenditures authorized by the Board of Directors. The Treasurer shall receive and deposit all funds of the Club in the bank selected by the Board of Directors, which funds shall be paid out only by check or debit card as herein-before provided. The Treasurer shall also account for all receipts, disbursements and balance on hand.

The Treasurer shall perform all duties incident to the Office of the Treasurer, subject to the control of the Board of Directors. The Treasurer shall also perform such duties connected with the operation of the Club as they may undertake at the suggestion of the President.

The Treasurer shall provide a report at each Board meeting. This report shall include all expenses and income, current membership numbers and changes, the value of all club accounts (i.e., checking, savings, reserve funds), all liabilities/assets, and the club net worth. Each Treasurer's report will provide a reconciliation of the most recent bank statement.

The President, Treasurer, and two (2) additional members shall conduct an annual financial review of the corporation's financial records in preparation for filing the tax returns for the Club. Following the filing of the taxes, a presentation at the next membership meeting shall be given to the members.

The Treasurer shall be bonded annually in the amount of at least \$50,000.00 with the fee for bonding paid from the club treasury. Such bonding may be included in a commercial policy.

SECTION 10. *Aircraft Maintenance Officers.* The Aircraft Maintenance Officers shall be responsible for maintaining the aircraft in proper operating condition, by or under the supervision of a properly certificated aircraft and engine mechanic, and for obtaining all checks, inspections, major overhauls and for compliance with all applicable federal aviation regulations. The Aircraft Maintenance Officers shall be responsible for all papers required to be carried in the aircraft and for the execution of all papers required upon the completion of inspection and major repairs.

The Aircraft Maintenance Officers may appoint a committee of no more than three members to assist them with the aforementioned responsibilities.

SECTION 11. *Instructors.* All Certified Flight Instructors must be approved by the Board of Directors. Such approval shall be based on a review of their certificates, log book and medical certificate.

ARTICLE VI
INDEMNIFICATION OF OFFICERS,
DIRECTORS, EMPLOYEES AND AGENTS

SECTION 1. *Right to Indemnification.* Each person who was or is a party, or is threatened to be made a party or called as a witness in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and any appeal thereof (hereinafter a "proceeding"), by reason of the fact that he or she is, was or agreed to become a director or officer, of the corporation or is or was serving at the request of the corporation as a director, officer, employee, trustee, fiduciary or agent of another corporation, partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee, trustee, fiduciary or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by Illinois law, against all expenses (including attorneys' fees and other expenses of litigation), judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement actually and reasonably incurred by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer, employee, trustee, fiduciary or agent and shall inure to the benefit of his or her heirs, executors and administrators; *provided, however,* that, except as provided in Section 2 hereof, the corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the corporation. The right to indemnification conferred by this Article shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition, including any appeal thereof; *provided however,* that, if Illinois law requires, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to any employee benefit plan) in advance of the final disposition of a proceeding, shall be made only upon delivery to the corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced unless it shall ultimately be determined that such director or officer is entitled to be indemnified under this Article or otherwise. The corporation may, by action of its Board of Directors, provide (a) indemnification to employees and agents of the corporation or others; and (b) for such other indemnification of persons indemnified by this Article as it deems appropriate.

SECTION 2. *Right of Claimant to Bring Suit.* If a claim under Section 1 of this Article is not paid in full by the corporation within thirty days after a written claim has been received by the corporation, the claimant may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be

entitled to be paid also the expense of prosecuting the claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the corporation) that indemnification of the claimant is prohibited by applicable law, but the burden of proving such defense shall be on the corporation. Neither the failure of the corporation (including its Board of Directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances, nor an actual determination by the corporation (including its Board of Directors, independent legal counsel, or its shareholders) that indemnification of the claimant is prohibited by applicable law, shall be a defense to the action or create a presumption that indemnification of the claimant is prohibited by applicable law.

SECTION 3. *Non-Exclusivity of Rights.* The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the corporation's Articles of Incorporation, Bylaws, agreement, vote of shareholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office.

SECTION 4. *Insurance.* Commercial insurance shall be purchased to protect the Board members from liability in the reasonable performance of their duties. In addition, commercial insurance will be purchased to protect the club assets in the event of any mishap which may occur in or about property under the control of Crosswinds Flying Club, Inc.

ARTICLE VII SAFETY BOARD AND HEARINGS

SECTION 1. *Formation and Purpose.* A Safety Board shall be designated by the Board of Directors for each aircraft accident/incident involving either a member of the Club or any equipment belonging to the Club, providing such accident/incident resulted in damage to equipment exceeding the sum of two hundred fifty (\$250.00) dollars. The Safety Board shall consist of three (3) members of the Club who were not involved in the accident/incident.

In the event of any accident/incident, the PIC during the event will file a NASA ASRS (aviation safety reporting system) report and provide a copy of the report to the Safety Board. Note, if the event was classified as an accident, the NASA ASRS report does not constitute notification to the FAA or NTSB.

The Safety Board shall take all steps necessary to ascertain the facts, conditions and circumstances of the accident/incident; shall arrive at conclusions regarding the probable cause and the responsibility for said accident/incident; and shall make known to the Board of Directors, and to all parties involved in the accident/incident, its findings in the form of a written report.

SECTION 2. *Hearings.* The Board of Directors, upon receipt of the findings of the Safety Board, shall offer to all parties involved in the accident/incident the opportunity of a hearing.

After the hearing, or if such hearing is waived by all the parties involved in the accident/incident, the Board of Directors shall decide the financial responsibility. The decision of the Board of Directors shall be final.

The Board of Directors shall not impose financial responsibility for aircraft repair on any one member in excess of the insurance deductible amount for any one accident/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. The recommendation of the Safety Board should be approved by recorded vote of the Board of Directors and tendered thereon.

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 a case of a member, all unsatisfied moneys may be deducted from the membership fee.

ARTICLE VIII DUES AND FEES

SECTION 1. *Initiation Fee.* There shall be an initiation fee to accompany the applications for admission to this organization. The amount of the initiation fee will be set by the Board of Directors.

SECTION 2. *Dues.* Each member will be charged monthly dues as set by the Board of Directors, plus an amount of prepaid flight time (basic) as set by the Board of Directors. Unless approved by the Treasurer to pay by remitting check, all members shall provide the Treasurer an account for ACH payment of dues and basic and shall be responsible for ensuring funds are adequate for the payment to be drawn upon by the 15th of the month. Prepaid flight time (basic) may be accrued for future use by the member under the following conditions:

- a. A maximum accrued flight time may be set from time to time by the Board and anytime accumulated in excess of the maximum will be forfeited by the member;
- b. Accrued prepaid flight time is for the sole use of the assigned member. Accrued prepaid flight time may not be used by, or sold to, any other member;
- c. Members may use their accrued prepaid flight time for any flight for which they are a crewmember or passenger, regardless of category on a fair share basis if, the pilot in command agrees; and
- d. All accrued prepaid flight time will be forfeited by the member upon their resignation, or termination for any reason.

ARTICLE IX
FINANCIALS

SECTION 1. *Capital Stock.* There shall be no capital stock of this corporation, and it shall be a non-profit corporation. Paid membership in the Crosswinds Flying Club, Inc. shall entitle any member to vote, and no such member shall have more than one (1) vote.

SECTION 2. *Surplus.* The net savings or surplus remaining after all operating costs and other expenses have been paid shall remain in the Club's 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.

SECTION 3. *Funds.* All funds of Crosswinds Flying Club, Inc. shall be kept in a depository named by the Board of Directors. Additional funds may be obtained with specific approval at a membership meeting.

ARTICLE X
SPECIAL SUSPENSION STATUS

SECTION 1. *Categories.* There are four categories of Special Suspension Status: personal, educational, military, and medical. Suspension status may be requested by members who plan to resume active membership at some later date and who do not wish to resign from the club.

SECTION 2. *Conditions.* The member must request this status in writing to the Treasurer and Secretary, who will review and can approve/deny the status on behalf of the Board. If the request is for educational, military, or medical special suspension status, appropriate documentation must be included with the request. The results of this request shall be reported at the following Board meeting. The member must fully pay any dues, basic, or other charges at the start of the suspended period.

Medical suspended status shall be documented by submission of a note, signed by a medical professional with prescribing authority, providing the medical diagnosis preventing the member from performing flight duties.

Educational or military suspended status shall be document by submission of proof that the member is attending school, stationed, or deployed more than 50 statute miles from KBMI and KCMJ.

SECTION 3. *Limitations.* A member shall be allowed no more than two personal suspended periods for no more than a total of 24 calendar months of personal suspended status. This could be utilized in one continuous 24-month period or be split into two separate personal suspension periods.

If the reason for suspension is educational, the member may elect educational suspended status. Educational suspended status may be used in addition to personal suspended status. Educational suspended status shall be for no more than a total of 24 calendar months. This could be utilized in one continuous 24-month period or split into separate suspension periods of at least one month in duration.

No such limitation applies to military or medical suspension.

No suspended member shall be allowed to act as a Board member or hold any office while on suspended status, except for medical suspension.

The suspended member may not serve as PIC or required crewmember for any portion of a flight on a club aircraft, except members on educational or military suspension may fly club equipment if they are home on leave, meet pertinent FAA Regulations and Crosswinds Flying Club, Inc. requirements and if they pay their full monthly dues and basic for each month in which they fly.

SECTION 4. *Resumption of Normal Status.* The suspended member must request, in writing to the Treasurer and Secretary, to pick up full membership not later than 15 days prior to the end of his suspended period. The Treasurer and Secretary will review and can approve/deny the request on behalf of the Board. The member can resume active membership at any point during the month with the payment of full dues and two (2) hours of flight time for the month they resume active status. The results of this request shall be reported at the following Board meeting. If this request is not received, the membership will be automatically terminated at the end of the suspension period.

SECTION 5. *Suspended Status Dues.* Any member, while on suspended status will be required to pay ½ monthly dues but will not have to buy prepaid flight time (basic). Accumulated prepaid flight time credit at the start of the suspension period shall be carried forward and the credit shall be applied to the member's account when they resume full membership. The credit shall be applied at the existing rate at the time membership is resumed.

If the reason for suspension is medical the member may continue to serve on the Board of Directors for a maximum of twelve months while on medical suspended status. At the end of the twelve months the vacancy will be filled according to the by-laws.

ARTICLE XI STANDARD OPERATING PROCEDURES

SECTION 1. *Purpose.* For the safe, efficient, and equitable operation of the Club, the Board shall adopt standard operating procedures, including flight rules, and By-Laws consistent with Article II, Section 3. The standard operating procedures shall be consistent with these By-Laws and promote the Club's purpose.

**THESE BYLAWS ARE ADOPTED BY RESOLUTION OF THE CORPORATION'S
MEMBERSHIP ON THIS 1st DAY OF MARCH, 2023.**

WITNESS:

/s/ Jason W. Jording
Secretary