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Article I - PURPOSE

1. EAGLE AIR FLYING CLUB, INC., hereinafter referred to as the "Club" or by its name, is a duly organized Ohio Non-Profit corporation with the primary objective of promoting social fellowship among Club members.
2. The Club's mission is to promote general aviation within the Northwest Ohio area and to make well-maintained aircraft available to Club members for their personal, recreational, or instructional flying activities at a reasonable cost.

Article II - MEMBERSHIP

1. Membership in the Club is a voluntary privilege, subject to the following conditions. The number of members entitled to operate Club aircraft shall not exceed fifteen for each Club airplane, so that the Club's members have reasonable access to the aircraft. Membership is provisional and the Board of Officers retains the right to terminate it at any time with or without cause. Termination of a membership for nonpayment of amounts owed to the Club shall follow the procedure set forth in Article III. The termination of Club membership shall absolve the Club, its members, and any Officer of the Club from any liability. Upon the refund of the membership deposit as provided in Article III, the terminated member shall have no recourse against the Club, any member, or any Officer of the Club.
2. For the purpose of the limit set forth in Section 1, an aircraft that is temporarily out of service, whether for maintenance, repair, damage, or any other reason, continues to count as a Club airplane. The Club shall not reduce its membership in order to maintain that ratio while an aircraft is out of service. If the number of Club airplanes is permanently reduced, no membership shall be terminated solely to restore the ratio and the limit shall instead be restored through normal attrition.
3. All prospective members must submit a completed membership application to the Board of Officers for review, along with any other documents requested to verify the individual's identity and airmen certificate, and remit the membership deposit if their membership classification requires one. Membership shall be granted only upon the affirmative vote of at least three members of the Board of Officers.

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- a. Within 30 days of the Board of Officers' decision, the Club shall return the membership deposit of any applicant who is not approved for membership.
4. The Club shall maintain the confidentiality of members' personal information, except as required by law or in the course of business (such as when applying for insurance), or as necessary for safety. Members are prohibited from disclosing the Club roster to third parties or using the roster for any commercial purpose without the prior written permission of the Board of Officers.

Article III - CLASSIFICATION OF MEMBERS

1. All Club membership classifications shall be defined and structured in accordance with the following:
 - a. **Regular Membership:** Regular membership shall be open to all individuals of good moral character, who are responsible and financially able to meet the obligations of the Club and who profess an interest in aviation. Regular members in good standing shall be entitled to hold office and to vote on all issues brought before the membership of the Club. Regular members shall be entitled to fly aircraft as detailed in Appendix A consistent with their hours, airmen certificate and endorsements, medical certificate or BasicMed qualification, and good standing with the Club.
 - b. **Associate Membership:** Associate membership shall be open to the spouses and dependent minor children of Regular members. Associate members shall be sponsored by a Regular member who is responsible for paying the Associate member's monthly dues and flying time. Associate membership dues shall be one-half (1/2) of the current Regular monthly dues. Associate members shall not have voting privileges and may not hold office. Associate members shall not be required to pay a membership deposit.
 - c. **Approved Flight Instructor (AFI) Membership:** AFI membership shall be available to Certificated Flight Instructors who are qualified to give instruction to Club members in Club aircraft. AFI members shall not have voting rights and shall not operate Club aircraft except while instructing a current member in good standing or while moving an aircraft at the request of the Board of Officers. An AFI member is eligible to hold only the office of Safety Officer, and only with the approval of the Board of Officers. AFI members shall not be required to pay a

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- deposit to join the Club and shall not be required to pay dues. An AFI member who is also a Regular member may earn a credit, in the amount per hour stated in Appendix A, for each hour of dual instruction given in Club aircraft during a month, up to a maximum equal to the Regular monthly dues. Any credit earned in a calendar month shall not carry forward and shall be used only to reduce the following month's dues, not flying time.
- d. **Social Membership:** Social membership shall allow members to participate in Club social functions, but shall not allow them to operate Club aircraft, hold office, or vote on Club matters. Social members shall not be required to pay a membership deposit. With the approval of the Board of Officers, a Regular member who is unable to fly for a period of time may downgrade to Social membership and leave their membership deposit with the Club. That member may later return to their former membership level without paying a new deposit and without incurring a second administrative fee.
2. "Good Standing" shall refer to a member who is current in the payment of all amounts invoiced by the Club, including monthly dues and flight time charges. The Board of Officers may, at their discretion, waive the payment of dues for members who have made significant contributions of time and/or resources to the affairs of the Club.
3. **Voluntary Surrender or Removal:** Any member of the Club may voluntarily surrender their membership at any time by written notice to the Club, which may be given by email. In the event of voluntary surrender or removal, the Club will refund the membership deposit paid, less the twenty percent (20%) administrative fee earned by the Club under Article IV and less any unpaid dues, flight time charges, or other amounts owed to the Club. A member who, within 30 days of admission to membership, notifies the Club in writing of their intention to terminate their membership, and who has flown not more than three (3) hours in Club aircraft during that period, shall receive a full refund of the deposit, less any amounts owed, because the administrative fee has not yet been earned. The Club does not allow the sale of Club memberships. The Club will refund the membership deposit, less the administrative fee and any outstanding charges, to the estate of a deceased member.
4. **Abandonment of Membership:** A member who wishes to leave the Club must resign as provided in Section 3. Until a member resigns, monthly dues continue to be charged to the member's account, whether or not the member flies. If a member who has not

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resigned neither pays the amounts invoiced by the Club nor flies Club aircraft, and the member's unpaid monthly dues come to exceed the refundable portion of their membership deposit, the membership is terminated as abandoned, without further action by the Board of Officers or vote of the membership. For a member who has paid no membership deposit, the membership is terminated as abandoned once three consecutive monthly statements remain unpaid. When two consecutive monthly statements remain unpaid, the Club shall send written notice to the member, by email and by ordinary mail to the member's last known address, stating the amount owed and that the membership will terminate under this Section if it is not paid. Upon termination for abandonment, the membership deposit is forfeited; the refundable portion is applied to the amounts owed, and the former member remains liable to the Club for any amount owed that it does not cover. A former member whose membership was terminated for abandonment may be readmitted only with the approval of the Board of Officers, upon payment of any amount still owed to the Club and of the full membership deposit.

5. **Membership Ownership Interest:** Membership in the Club indicates a non-exclusive ownership interest in the Club aircraft. Members are not entitled to receive any distribution of operating surplus or net savings in the Club. All surplus remaining after the payment of operating costs and other expenses shall be retained by the Club to achieve its objectives.
6. **Termination of the Club:** In the event of voluntary or involuntary termination of the Club, and upon the liquidation of Club assets and payment of Club liabilities, every member who has paid a membership deposit shall be entitled to the return of that deposit, less any administrative fee earned under Article IV. Subsequent to the satisfaction of all outstanding obligations, any remaining funds shall be distributed according to the following formula: a sum of \$5,000 and 50% of all funds in excess of \$5,000 shall be donated to Friends of Wood County Regional Airport, Inc. The remaining balance of funds shall be donated to the AOPA Foundation, Inc., for the programs of its Air Safety Institute, and to the EAA Aviation Foundation, Inc., in proportions determined by the Board of Officers. If any of these organizations no longer exists or is no longer recognized under Internal Revenue Code section 501(c)(3), its share shall be donated to its successor organization, or if there is none, to one or more organizations recognized under that section that share its aviation purpose, as determined by the Board of Officers.

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7. **Club Obligations:** No member shall cause the Club to incur any obligation, whether for maintenance or other services, or for the acquisition of aircraft or equipment, without first obtaining the approval of the General Manager or a Club Officer, together with any further approval required by Article VIII of these By-Laws or by the Operational Rules.
8. **Social Events:** All members in good standing, irrespective of their classification, shall have the right to attend any and all social events hosted by the Club.

Article IV - MEMBERSHIP DEPOSIT AND MONTHLY DUES

1. All Regular members must provide the membership deposit and pay the first month's dues at the time of submitting their Club membership application. For all purposes of these By-Laws, "membership deposit" means the amount paid by the member under this Section, without reduction for the administrative fee described in Section 2. The membership deposit serves as protection for the Club against any unpaid account balances. The monthly dues are designed to cover the fixed costs of the Club, whereas flight time rates are intended to cover operational costs. Any surplus generated by the Club will be allocated towards aircraft maintenance and upgrades. The Board of Officers is authorized to modify the monthly dues and aircraft hourly rates to reflect the Club's current operational costs and financial needs as necessary. The current rates are detailed in Appendix A.
2. Twenty percent (20%) of a member's membership deposit is earned by the Club as an administrative fee, which covers the cost of processing the application, adding the member to the Club's insurance, and establishing the member's account. The fee is earned upon the earlier of thirty days after the member's admission to membership, or the member's completion of more than three (3) hours of flight time in Club aircraft. Once earned, the fee is absorbed into the general funds of the Club and is not refundable when the member later leaves the Club, whatever the reason for their departure. The remaining eighty percent (80%) of the deposit (the "refundable portion") continues to be held as protection against unpaid account balances and is refundable as provided in Article III. Flight time is measured on Hobbs time, as recorded under Part B.
3. In order to operate any aircraft that Appendix A designates as requiring an additional deposit, a member shall remit that additional deposit before operating the aircraft. The amount required for each designated aircraft is set forth in Appendix A.

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4. Monthly dues are payable in advance at the start of each month and shall be accompanied by a statement of the previous month's flying time. Payment terms and the suspension of flying privileges for past due balances are set forth in Article VIII.
5. In the event of unusual or extreme circumstances, the Board of Officers is authorized to levy special assessments on the membership for the purpose of meeting financial obligations.
6. The Board of Officers is authorized to reduce the monthly dues of any member based on service rendered to the Club or in extenuating circumstances.

Article V - MEETINGS

1. Attendance at all Club Membership meetings is voluntary, although all members are strongly encouraged to attend and actively participate. The decisions made at Club Membership meetings shall be binding upon all members, whether or not they were present at the meeting.
2. Meetings open to all members ("membership meetings"):
 - a. **Organizational:** The fiscal year of the Club shall begin on July 1 and end on June 30. The Club's organizational meeting shall be convened annually in the fall following the close of the fiscal year and in no event later than November 30. This meeting shall serve as the Club's annual meeting.
 - b. **Special:** In the event of an emergency requiring a decision to be made before the Club's annual meeting, a special meeting may be called by the President and any two other Officers, or by the Vice President and any two other Officers, upon at least 10 days' notice to the membership. Any action taken at a special meeting shall be valid and binding on the membership.
 - c. **General:** The Board of Officers may call for general meetings upon the recommendation of any member wishing to organize the meeting for the purpose of information sharing among members and between the Board of Officers and the members. The call for a general meeting shall require the support of any three Officers. General meetings may also be called for social events, safety meetings, and classes.

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3. **Quorum, Voting, and Notice:** A quorum at any membership meeting shall be constituted by the members present, and any action taken at a membership meeting shall be decided by a simple majority of the voting members present, except where these By-Laws require a greater number. Notice of any membership meeting shall be sent to members by email or by ordinary mail at their last known address and notice of the annual meeting shall normally accompany the monthly statement. Notice is deemed effective upon transmission by email or upon mailing to the member. It is the responsibility of the members to ensure that the Club is notified of any change in their email or mailing address.
4. Meetings of the Board of Officers:
 - a. The Board of Officers shall convene no less than every 120 days to review Club operations and finances and to address any member concerns or grievances. A quorum of four Officers is necessary to transact Club business. An Officer participating by telephone or video conference shall be considered present for all purposes. Organizational, special, and general meetings qualify as meetings of the Board of Officers, provided the quorum of Officers is met. "Approval by the Board of Officers" shall mean the endorsement of the majority of Officers present at any Board of Officers meeting.
 - b. The attendance of the general membership at meetings of the Board of Officers is encouraged. However, the Board of Officers retains the right to remove any member from such a meeting if their behavior causes a disturbance that obstructs the due process of the meeting.

Article VI - ELECTIONS

1. The election of Officers shall take place annually at the organizational meeting. Nominations shall be closed before voting commences. Each Regular member in good standing shall have one vote.
2. At the organizational meeting, the membership shall have the opportunity to submit nominations for the open positions. If there are not enough nominations to fill the vacant positions, the President may appoint a nominating committee comprised of three members to present a slate of nominees to the membership. The call for voting shall be made after all nominations have been received and verified.

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3. The membership shall have the opportunity to make additional nominations for any office before closing the nominations and the call to vote.
4. Uncontested offices can be confirmed by acclamation through a majority vote of the members present who are entitled to vote. Contested offices will be decided upon by a written ballot that is appropriate for the offices to be elected.
5. Absentee ballots will not be permitted for the election. However, a member who is entitled to vote but unable to attend the election meeting may designate another voting member as a proxy. All proxies must be designated and announced as such prior to the call to vote.
6. Officers elected at the organizational meeting shall take office on January 1 following the election, as provided in Article VII. Between the election and the commencement of the new term, the incumbent Officers shall continue to serve and shall work with the Officers-elect to accomplish an orderly transition.

Article VII - OFFICERS

1. The Club Officers shall consist of a President, Vice President, Secretary, Treasurer, Safety Officer, and Maintenance Officer, who together comprise the Board of Officers. Said Officers are elected, as provided in Article VI, to represent the interests of the entire Club membership. The term of office shall commence on January 1 following the election and shall terminate on December 31 of the same year.
2. An Officer may be removed by a two-thirds vote of the voting members present at a membership meeting called for that purpose.
3. If the office of President becomes vacant, the Vice President shall serve as President for the remainder of the term and the resulting vacancy shall be filled as provided in Article X.
4. The following sets forth the duties and responsibilities of each office in the Club:
 - a. **President:** The President of the Club is vested with the responsibility of overseeing and conducting all activities of the Club and presiding over all meetings. The President is authorized with signature authority on all Club accounts and may assume the role of Treasurer in case of any exigencies.

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- b. **Vice President:** The Vice President of the Club assumes the duties of the President in the event of the President's absence or incapacity and succeeds to the office of President if it becomes vacant, as provided in Section 3.
- c. **Secretary:** The Secretary of the Club is responsible for maintaining the membership rolls of the Club, recording minutes of all meetings, and ensuring that all Officers receive a timely copy of the minutes. The Secretary is also designated as the Club Historian and, in that capacity, is responsible for preserving the records and history of the Club.
- d. **Treasurer:** The Treasurer of the Club is entrusted with the responsibility of managing all financial matters of the Club, including maintaining appropriate accounts and preparing financial statements. All disbursements shall be made through a Club checking account whenever feasible. The Treasurer shall prepare and submit a balance sheet, an income and expense statement for the fiscal year just ended, and a budget for the coming fiscal year, for review and approval by the membership at the organizational meeting. The Treasurer shall also prepare a financial forecast for presentation to the Board of Officers.
- e. **Safety Officer:** The Safety Officer of the Club is responsible for recommending safe operating and flying procedures for the Club and ensuring their implementation. The Safety Officer is responsible for disseminating training and flying information to the members and for notifying the members of pertinent changes to the Federal Aviation Regulations. The Safety Officer is also designated as the Club Chief Pilot.
- f. **Maintenance Officer:** The Maintenance Officer of the Club is responsible for maintaining current information in the logbooks of the aircraft, for ensuring that the Club's aircraft are maintained in an airworthy condition, and for compliance with all Federal Aviation Regulations and Airworthiness Directives. The Maintenance Officer shall ensure that each aircraft carries the documents required to be aboard it and that the aircraft logbooks are current. The Maintenance Officer shall also maintain, in a location within the hangar that is accessible to all members, a schedule of upcoming required inspections and compliance items for each aircraft, including airworthiness directives, the annual inspection, the VOR check, the 100-hour inspection where applicable,

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the altimeter and static system check, the transponder check, and the ELT battery and inspection.

5. In addition to the elected Officers, the Board of Officers is authorized to appoint the following positions:
 - a. **General Manager:** The Board of Officers may appoint a General Manager, who shall be responsible for managing the day-to-day administrative and routine managerial functions of the Club, accountable to and responsible to the Board of Officers.
 - b. **Social Director:** The Board of Officers may appoint a Social Director, who shall be responsible for organizing social events and activities for all Club members to participate in, accountable to and responsible to the Board of Officers.

Article VIII - ACCOUNTING PRACTICES AND EXPENDITURES

1. Each month, members are required to remit payment for dues, flying time, other charges, and any outstanding balance by the 25th day of that month. A member's flying privileges shall be suspended when any amount invoiced to the member remains unpaid sixty days after its due date, or when the member's outstanding balance exceeds the refundable portion of their membership deposit, whichever occurs first. The suspension continues until all past-due amounts are paid and the outstanding balance is less than the refundable portion of the membership deposit. Termination of a membership for nonpayment is governed by Article III.
2. The Club shall maintain a journal of all payments made by its members, documenting the corresponding bank deposit for each payment received. All payments submitted by members shall be deposited within 7 working days of receipt.
3. No cash asset account shall be established or terminated, nor shall any loan be sought without the prior authorization of the Board of Officers.
4. The financial statements prepared by the Treasurer must comply with generally accepted accounting principles and should reflect a continuous use of these principles. They should also include an audit trail that links the financial information in the statements to the underlying source documents.

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5. Except for expenditures the Club is legally obligated to make, and parts purchases or maintenance services approved by the Maintenance Officer, no purchase, disposal of assets, or service contract exceeding \$500 shall be made without the prior approval of the Board of Officers.

Article IX - DETERMINATION OF DUES AND AIRCRAFT FLIGHT TIME HOURLY RATES

1. The computation of monthly dues for the Club shall be carried out on a not-for-profit basis, taking into account anticipated fixed expenses, future aircraft purchases and upgrades, a base amount to cover annual inspections, and reserves. However, the Club may cover a portion of individual aircraft insurance and/or aircraft loan payments or allocated purchase charges or anticipated upgrade expenses in the following manner:
 - a. By imposing flight time charges for a particular aircraft so as to cover that portion of the expense that is excessive compared to the average club aircraft; or
 - b. By imposing an additional monthly dues charge for members authorized to fly the aircraft in question.
2. Flight time hourly rates shall be determined on a not-for-profit basis, based on anticipated flight time, and shall include the following expenses:
 - a. Fuel costs, based on typical hourly consumption rates and the standard fuel cost stated in Appendix A
 - b. Anticipated routine maintenance expenses, including adjustments for past maintenance costs
 - c. Escrow for engine, propeller, and other TBO-based expenses
 - d. Anticipated annual inspection cost in excess of the base amount covered under the monthly dues calculation
 - e. Insurance in excess of the base amount covered under the monthly dues calculation
 - f. Aircraft purchase-related or upgrade-related expenses in excess of the base amount covered under the monthly dues calculation.

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3. The flight time hourly rates shall be "wet rates," meaning that the cost of fuel is included in the hourly rate, and fuel purchased by a member for a Club aircraft is reimbursed by the Club as provided in the Operational Rules. The Board of Officers shall determine and set the hourly rates.
4. When the price of aviation fuel differs materially from the standard fuel cost assumed in the flight time hourly rates, the Board of Officers may apply a fuel surcharge, or a fuel credit, stated as an amount per hour in Appendix A, instead of recalculating the base hourly rates. Any such surcharge or credit shall be shown separately from the base hourly rate so that members can see both. The Board of Officers may adjust or remove a fuel surcharge or credit at any time.
5. The Board of Officers shall develop, document, and approve the formulas for monthly dues and aircraft flight time hourly rates, including the assumptions behind all variable factors and estimated costs, at least once during each fiscal year. The approved formulas and calculations shall be presented to the membership at the organizational meeting and shall be provided to any member upon request at any time.
6. Five or more voting members may petition the Board of Officers in writing to review the formulas for monthly dues and flight time hourly rates. Upon receiving such a petition, the President shall, within 30 days, appoint a rate review committee of three members, of whom at least one shall be a petitioner and at least one shall be an Officer.
7. The rate review committee shall present its findings, and any alternative formula it proposes, at a general meeting called for that purpose within 60 days of the petition. An alternative formula is adopted if approved by a majority of the voting members present at that meeting. It takes effect at the beginning of the following month. Any alternative formula so adopted must meet the general structure and intent of Sections 1 and 2 of this Article. Not more than one petition under this Section shall be acted upon in any fiscal year.
8. Club social activities costs shall be distributed among participating members on a pro-rata cost basis.

Article X - TRUSTEES

1. During their term of office, all duly elected Officers of the Club also serve as Trustees. This creates a dual status relationship between the elected Officers and Trustees. As

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such, the Officers are granted the same powers as Trustees under Ohio law. This includes, but is not limited to, the power to remove members and to fill a vacancy in any office for the remainder of the term in which the vacancy arose.

Article XI - COMMITTEES

1. The Club shall establish the following Standing Committees:

- a. **Accident Investigation Committee:** The Accident Investigation Committee shall be co-chaired by the Club Maintenance Officer and the Club Safety Officer, and shall additionally consist of up to three Regular members appointed by the President. The Committee shall be responsible for the investigation of all Club accidents and incidents and is empowered to fix liability where the Board of Officers determines that liability is warranted under the circumstances of the accident or incident. Any member who is assessed liability by the Accident Investigation Committee is entitled to a hearing of the circumstances before the membership at a membership meeting called for that purpose or at the annual meeting.
- b. **Safety Committee:** The Safety Committee is chaired by the Safety Officer and consists of all Certificated Flight Instructors authorized to give instruction in Club aircraft. The Safety Committee is responsible for reviewing and implementing safe flying practices and training. Operation of any Club aircraft in violation of applicable Federal Aviation Regulations or in an unsafe manner shall not be permitted.

2. The Club Officers are granted the authority to appoint Ad Hoc committees composed of Regular members as may be required to achieve the objectives of the Club, including but not limited to the organization of Club social activities.

Article XII - LIABILITY AND DAMAGE TO AIRCRAFT

1. **Insurance:** The Club shall procure and maintain insurance on all aircraft owned by the Club to cover damage to the hull arising from both ground and flight damage. Furthermore, liability insurance to protect the Club and its members against any legal liability, action, suit for damages, or judgments of third persons shall also be obtained and maintained. The Board of Officers is entrusted with the responsibility of

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determining the adequacy of all insurance coverage. The Club is not responsible to any member for the results of any act or omission while operating Club aircraft except for the protection provided by the policy or policies of insurance maintained by the Club.

2. **Damage to Aircraft:** In the event of any damage to a Club aircraft, including its engine or equipment, caused by an act or omission of a Club member, the responsible member shall promptly report the damage to the Club General Manager, the Club Maintenance Officer, or a Club Officer. Members shall operate all aircraft under their control with due care and in accordance with the applicable Federal Aviation Regulations (FARs), the operating limitations set forth by the aircraft manufacturer, and Club Operational Rules. If a Club aircraft sustains damage due to the act or omission of a Club member, the responsible member shall be held liable for the damage sustained and may be assessed the uninsured, non-reimbursable cost of repair or replacement.
3. **Gross Negligence or Willful Damage:** In the event that a member is determined by the Accident Investigation Committee to have caused loss, damage, destruction, or injury to the Club or its aircraft, engine, or equipment through gross negligence or willful violation of any regulation or rule of the Federal Government, any state, or the Club or while under the influence of drugs, alcohol, or other substances, said member or their estate shall be held liable for all such loss, damage, or destruction.

Article XIII - OPERATIONAL RULES

1. The Club Operational Rules, attached hereto as Part B, are hereby incorporated by reference and have the same force and effect as the Club By-Laws.
2. The rates, requirements, and other information that these By-Laws direct to Appendix A are set forth in a separate document titled Appendix A, which is incorporated herein by reference. The Board of Officers may amend Appendix A at any time within the authority granted to it by Article XIV. Appendix A shall not alter any provision of these By-Laws or of the Operational Rules. Where they conflict, these By-Laws govern.

Article XIV - AMENDMENTS

1. Any amendment or modification to these By-Laws shall require the affirmative vote of two-thirds of the voting members present at a meeting called for that purpose, at which a quorum is present, after thirty days' written notice. For purposes of amendment, a

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quorum shall be constituted by twenty percent of the voting membership.

Notwithstanding the foregoing, and subject to Article IX, the Board of Officers shall have the authority to make decisions concerning aircraft acquisition and disposition, to set hourly flying rates, to set the membership deposit and any additional deposit required for designated aircraft, and to set monthly dues. Any amendment or modification to the Club Operational Rules may be made by a simple majority of the voting members present at any meeting called for that purpose.

EAGLE AIR FLYING CLUB, INC.

Adopted by two-thirds affirmative vote of a membership quorum and entered on the official records of the Club this (DATE/PLACE) _____

ATTEST:

/s/

/s/