



100 Majors Road • GREENVILLE, TX • 7540

**BY-LAWS
of the
MAJORS FIELD FLYING CLUB**

**Approved by the Majors Flying Club
September, 2013**

President

Vice President

Secretary

Treasurer

Maintenance Officer

Chief Pilot/Safety Officer

Approved by E-Club Board of Directors:



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BY-LAWS

RECORD OF REVISIONS

REV	DATE	PARAGRAPHS AFFECTED	REMARKS
IR	4/15/86	ALL	Released initial By-Laws
IR-1	1/4/96	2.1.1	Added Amendment 1 which requires \$500 deposit for non-employee new applicants and disallows membership by employees or representatives of E-Systems customers
IR-2	2/6/96	2.1.1	Revised Amendment 1 by removing \$500 deposit for non-employees
IR-3	2/15/96	Addendum 1	Added Amendment 1 to Addendum 1 which raises initiation fee from \$50 to \$100
A	5/2/96	ALL	Incorporated previous revisions; Reprinted entire document in new format; and Added Record of Revisions without any changes to contents of text
B	3/20/97	5.3.1	Revised officer elections process to allow for voting by mail-in ballot
		1.3.2	Changed fiscal year start from Oct 1 to Jan 1
		2.2.3	Deleted – Eliminated Associate Member
		2.2.2, 8.2.1, & Addendum 1	Eliminated Class I Family Member and renamed Class II & III to Class I & II, respectively
		2.3.1 & 3.2.1	Clarified eligibility of new members to begin flight training after completing membership application
C	6/10/97	1.1.1	Revised club name to be known as the “E-Systems Flying Club”, also known as the “E-Systems - Greenville Flying Club”
D	4/2/99	1.1.1	Changed name of club to “Majors Flying Club”
		2.2.2/2	Added "Associate Member" as a qualifying member
		2.2.3	Added "Associate Member" as a membership classification
		2.3.2	Stated that a member's status automatically changes to "Inactive" when dues are in arrears more than 2 (two) months
		2.3.3	Eliminated the 90 day maximum time for reinstatement
		6.1.4	Added requirement for Secretary to maintain membership classification list



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REV	DATE	PARAGRAPHS AFFECTED	REMARKS
D	4/2/99	6.1.6	Eliminated requirement for Chief Pilot to maintain means of aircraft scheduling
		6.1.7	Increased maintenance expense maximum to \$300; Added requirement of Maintenance Officer to post aircraft maintenance status on board in club house
		7.2.1	Changed membership meeting interval to 4 (four) months or less
		8.2.1/3	Outlined Associate members dues and initiation fees.
		Addendum 1	Added Associate member fees & dues information
E	4/2/01	1.2.2	Changed By-laws to operate the flying club as a General Membership club.
		2.1.1, 2.3.3, 8.2.4, Addendum 1	Changed By-laws to allow non E-Club members to join the flying club; Updated dues information
		2.2.4, 2.3.5, 8.2.1.4	Added paragraphs clarifying the status and responsibilities of non E-Club flying club members
F	5/3/04	1.3, 2.1.1, 2.3.2, 2.3.3, 9.2.1	Replaced the word, "Company", with "Integrated Systems, Ltd."
		2.3.2	Spelled out the acronym ARSA with the full name: Automatic Reservation & Scheduling of Aircraft
		2.3.1	Included provisions for "Conditional membership"
		5.1.2 (added)	Provided for the establishment of ad hoc positions for the club
		6.1.7	Deleted "annual and 100 hour inspections", Substituted the word, "inspections".
		Addendum 1	Updated to current prices
G	5/3/05	2.2.4	Changed non E-Club members minimum balance
		2.3.3	Clarified reinstatement of a Terminated member
		11.2	Added requirements for Flight Instructors
H	1/1/06	Addendum 1	Updated dues information
I	5/30/2008	3.3.2	Clarified rebate policy for terminated members
		Addendum 1	Updated dues information
J	3/16/2009	ALL	Revised entire By-Laws to better define membership qualifications, clarify membership terminology, and maintain consistency in format and term usage
		Addendum 1	Changed list order of Regular Non E-Club Member and Associate Member to be consistent with By-Laws



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K

5.3.1

Change election process

6.1.7

Increase discretionary spending amount

8.2.4

Change schedule for late payments

K

11.2.4

Clarified CFI student documentation



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ARTICLE 1 - NAME, PURPOSE, AND AUTHORITY

1.1 NAME

1.1.1 The name of this club shall be the “Majors Flying Club”, formerly known as the “E-Systems - Flying Club” (hereafter referred to as the "Club" or “Flying Club”).

1.2 PURPOSE

1.2.1 The purpose of this Club shall be: 1) to provide and maintain aircraft suitable for operation and use by its members for personal pleasure or instruction flights; 2) to encourage and enable its members to improve their flying skill; 3) to promote and advance the safe use of private aircraft; and 4) to provide through its operation and maintenance of its aircraft the most economical flying facilities possible for its members.

1.2.2 This Club shall be organized and operated exclusively for educational, recreational, and other non-profitable purposes. No part of the assets or earnings of the Club shall work to the financial benefit of any member or officer of the Club. In addition, the Club shall be operated as a General Membership club per the Employees Club’s (E-Club’s) Operating Guidelines Document.

1.3 AUTHORITY

1.3.1 This Flying Club shall be a subsidiary organization of the Employee Club (referenced herein as the “Parent Organization” or “E-Club”) of the Greenville Operation of L-3 Communications Integrated Systems, Ltd., (referenced herein as the "Company"). The E-Club is a non-profit, tax exempt corporation under the State of Texas Non-Profit Corporation Act. By virtue of the Flying Club operating under the E-Club charter, the Majors Flying Club too is a non-profit, tax exempt organization. This association is not formed for pecuniary profit.

1.3.2 The fiscal year of the Flying Club shall extend from 1 January through 31 December.

1.3.3 Operating Rules of the Club and other regulations as deemed necessary by the members shall be adopted and have the same force and effect as if published as part of these By-Laws.

ARTICLE 2 - MEMBERSHIP

2.1 ELIGIBILITY, QUALIFICATIONS, AND PRIVILEGES

2.1.1 Eligibility: Eligibility for membership in the Club shall include: 1) all employees of the Company’s Greenville Operation, 2) members of the E-Club, and 3) qualifying non E-Club members. Non E-Club Members may include Company employees who choose not to join the E-Club, as well as candidates outside the Company’s employment who are ineligible to join the E-Club. Qualifying candidates shall be eligible to join the Flying Club as either Regular Members or Associate Members.



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Employees or representatives of businesses or Government entities who are customers of the Company are ineligible for membership in the Majors Flying Club.

2.1.2 Qualifications: Qualification for membership shall be determined based on the membership classification desired. Qualification for members having privileges to act as pilot-in-command shall include careful consideration by the Club's Board of Directors (referenced herein as the "Board") of the candidate's flying history, aviation insurance history, and other factors such as good standing with the Company; E-Club; Flying Club; and local, state, and federal authorities (as appropriate). Qualification of non piloting members shall not necessarily consider the candidate's flying history or aviation insurance history, since the candidate will not act as pilot-in-command of the Club's aircraft.

2.1.3 Privileges: Membership in the Club shall include two primary classifications with correspondingly specific privileges.

- a. Regular Members – Regular Members shall be tendered privileges to: 1) act as pilot-in-command of the Club's aircraft, 2) reserve Club aircraft via the Automatic Reservation & Scheduling of Aircraft (ARSA) system, 3) attend club meetings, 4) vote in Club elections, and 5) accompany the Club on field trips.
- b. Associate Members – Associate Members shall not be authorized to act as pilot-in-command for any Club aircraft, but shall be tendered privileges to attend club meetings, accompany Regular Members on flights, and access the ARSA with "Read Only" capability. Associate Members shall be given priority over non Club members to accompany the Club on field trips and shall be eligible for Club discounts on available publications, equipment, or services. Associate Members shall have no voting privileges.

2.2 MEMBERSHIP CLASSIFICATIONS

2.2.1 Regular Members: A Regular Member shall join the Club and pay dues in one of three Regular membership classifications: 1) Company / E-Club Regular Member, 2) Regular Family Member, or 3) Regular Non E-Club Member. A Company / E-Club Regular Member shall be in good standing of both the Parent Organization and the Flying Club and shall pay full dues and initiation fees in accordance with Section 8.2.1.a and Addendum 1. Regular Family Member and Regular Non E-Club Member classifications and dues are delineated in Sections 2.2.2 and 2.2.3.

2.2.2 Regular Family Members: Family membership in the Flying Club shall be available to an immediate adult relative residing in the household of a Regular Member, Associate Member, or member of the Parent Organization. For purposes of this section, the term "immediate adult relative" means husband, wife, or dependent children of at least sixteen (16) years of age. The dues and initiation fees of Regular Family Members shall be determined based on the qualifying class of Family Membership:

- a. Class I - A Class I Regular Family Member shall be an immediate adult relative of a Company / E-Club Regular Member, who is on active status as defined in Section



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2.3.1. Class I Regular Family Members shall pay one-half dues and one-half initiation fees in accordance with Section 8.2.1.b and Addendum 1.

- b. Class II - A Class II Member shall be an immediate adult relative of either 1) a member in good standing of the Parent Organization (but not a member of the Flying Club), 2) a Company / E-Club Regular Member on inactive status, or 3) an Associate Member. Class II Regular Family Members shall pay full dues and initiation fees in accordance with Section 8.2.1.a and Addendum 1.

NOTE: Class II membership specifically allows a family member in good standing of the Parent Organization to join the Flying Club even though the member of the Parent Organization who qualifies the candidate is not a member of the Flying Club.

2.2.3 Regular Non E-Club Members: Candidates who do not qualify in one of the previously described Regular Member classifications can otherwise be eligible to become a Regular Non E-Club Member if they meet the qualifications specified in Section 2.1.2 and have been accepted by the Board for membership. Members qualifying as a Regular Non E-Club Member shall be subject to certain restrictions for a required minimum balance in the Club Member's operating account in accordance with Section 8.2.1.c and Addendum 1. The minimum balance shall be reduced to one-half at the end of the Regular Non E-Club Member's 2-year anniversary with the Club, provided that the member is in good standing with the Club. The required minimum balance shall be reduced to zero at the end of the member's 3-year anniversary. The minimum balance reductions shall be achieved by crediting the reduction amount (\$250 at both the 2-year anniversary and the 3-year anniversary) to either the member's accumulated aircraft flying time or the member's forthcoming membership dues.

2.2.4 Associate Members: A person, who is qualified to be, or become, a Regular or Family Member and is a member of the E-Club, is eligible to become an Associate Member if the candidate does not wish to enjoy the specific benefits of a Regular or Family Member. Qualified persons outside the Company's employment or the E-Club membership are eligible to become an Associate Member in accordance with Sections 2.1.1 and 2.1.2. Associate Members shall pay significantly reduced dues and no initiation fees in accordance with Section 8.2.1.d and Addendum 1.

2.3 MEMBERSHIP STATUS

2.3.1 Active Status: Active members (Regular) shall be tendered all the privileges and benefits available within the power of the Club, but subject to the restrictions described in Section 2.2 or elsewhere in the Club's By-Laws, rules, or other regulations published by the Club. Membership in the Club shall become "active" upon unanimous approval by the Board (so indicated by Board member signatures on the prospective member's application) and upon receipt by the Treasurer of the member's initiation fee and first month's dues. The names of active Regular Members shall then be placed on the Club's Regular membership list and entered into the ARSA system for Club aircraft



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reservation privileges. Active membership may be refused any applicant at the discretion of the Board. Conditional membership may be granted by a majority approval of the Board until the next scheduled Board meeting. Conditional membership will normally be granted only to potential members who do not possess a pilot's certificate. Under no circumstances shall Conditional membership extend for more than 30 calendar days.

2.3.2 Inactive Status: A member may choose to become an inactive regular member if the member is unable, through any number of circumstances, to participate in Club activities for an extended period of time. An inactive status shall be granted by the Board to Regular Members upon written request from that member stating the length of time for which the member intends to remain inactive. If the Club member is also an E-Club member, the member's name will be removed from the Club's Regular membership list, and the inactive member shall be classified as an Associate Member. If the member is not a member of the E-Club, then the name of the inactive member shall be placed on an Inactive list.

a. Automatic Inactive Status – An Inactive status shall automatically be invoked once a member's dues are in arrears by more than 2 (two) months.

b. Maximum Duration – The maximum duration of inactive status for a Regular Non E-Club Member shall be 2 (two) years. At that time, membership shall revert to a terminated status. Exceptions to this provision may be granted only if the inactive member can prove extenuating circumstances to the satisfaction of the Board.

c. Active Status Reinstatement – Reinstatement to active status may be granted by the Board without re-payment of an initiation fee. However, if the active Regular membership is full at that time, the inactive member's name shall be added to the Club's waiting list. A member shall be given priority on the waiting list if the member's inactive status was created by the Company's duties required the member to be away from the local vicinity.

2.3.3 Terminated: A member may sever membership with the Club by submitting a written formal request for termination to the Club's Secretary in accordance with Section 3.3 of these By-Laws. A member, however, may continue his/her membership with the Club even if the member terminates his/her association with the Company or the E-Club. In this situation, the Regular Member's membership classification in the Club shall be changed to Regular Non E-Club Member, and the reclassification may necessitate a minimum balance in the member's operating account in accordance with Section 8.2.1.c and Addendum 1.

a. Membership Reinstatement: A former Club member desiring to be reinstated may be reinstated to the Flying Club at the discretion of the Board without paying the initiation fee if the member was in good standing with the Club at the time of termination. If the Club's active Regular membership is full, that person's name shall be added to the Club's waiting list.



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b. Initiation Fee Waiver: Waiving the initiation fee of a terminated member rejoining the Flying Club shall be applied only one time. A terminated member rejoining a second or third time shall pay the full initiation fee.

2.3.4 Suspended: The Board may suspend a member pending an investigation of a Club infraction, or a member is automatically suspended if the Board recommends expulsion from the Club as described in Section 3.4.1. A suspended member shall be temporarily denied all privileges of membership in the Club by action of the Board. Dues and assessments of a suspended member, as well as assumption of any financial responsibilities to the Club, shall continue for the member. A period of suspension shall be limited to 30 days; at which time, the Board shall take further action on extending the suspension period. Otherwise, the member shall be automatically returned to active status if the member still qualifies for such status.

2.3.5 Probation: Members committing Club infractions may be placed on probation by the Board for a period not to exceed 1 (one) year. Dues and assessments of a member on probation, as well as assumption of any financial responsibilities to the Club, shall continue for the member. Any additional Club infractions incurred by the member during this probationary period shall be cause for termination and expulsion from the Club. Additionally, newly qualified Regular Non E-Club Members shall be on probation for 1 (one) calendar year. Club infractions by these members during this time may result in the Board recommending expulsion of the Non E-Club probationary member from the Club.

ARTICLE 3 - MEMBERSHIP LIMITATIONS, APPLICATIONS, TERMINATIONS, AND EXPULSIONS

3.1 MEMBERSHIP LIMITATIONS

3.1.1 The number of active Regular Members in the Club may be limited based on the requirements of a selected insurance carrier and/or the optimal ratio of active pilots to average aircraft use.

- a. Insurance Carrier Requirements – Liability insurance requirements for Club aircraft may limit the maximum number of flying members. The specific maximum number may vary depending on the insurance company selected by the Board. The Board shall enforce the flying member limitations specified by the selected insurance carrier by carefully monitoring the active Regular membership list and delaying or refusing membership of applicants exceeding the maximum flying member limit.
- b. Optimal Pilot-to-Aircraft Ratio – The Board shall limit the number of active Regular Members to optimize the operating times available to the members for Club aircraft. At the discretion of the Board, the ratio shall be computed based on the number of flying members and the average time each aircraft is in use so as to allow reasonable use to each active Regular Member without undue hardship or restriction.



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3.2 APPLICATIONS

3.2.1 A prospected Regular Member shall be accepted into the Club when: 1) the Board unanimously approves the candidate's written application, 2) the initiation fee is received, 3) the first month's dues are received, and 4) the required minimum balance is received (if applicable). Upon acceptance, the Secretary shall enter the new member's name on the active Regular membership list and notify the new member of his/her eligibility for initiation of flight training/checkout. A conditional active status may be granted by the Club Secretary upon approval of the application by a majority approval of the Board members, provided all other requirements, as previously specified, have been met. Members on conditional active status may not operate as pilot-in-command of Club aircraft.

3.2.2 If the active Regular membership is full, the new member's name shall be placed on the waiting list, and dues and fees shall be held in abeyance until active membership is granted. New prospective members to fill vacancies shall be taken from the top of the waiting list, and active membership shall be granted upon receipt by the Treasurer of the fees and dues described in Section 3.2.1.

3.3 TERMINATIONS

3.3.1 Terminations shall become effective on the last day of the month the formal request is received by the Secretary, and then only upon approval by the Board. Termination by a member shall in no event become effective before all money due the Club shall have been collected.

3.4 EXPULSIONS

3.4.1 The Board may recommend the expulsion of a member for due cause, at which time the member is automatically suspended. The suspended member may defend himself/herself if so desired, either before the Board or the Club membership. A vote will then be taken by the membership by secret ballot, in which two-thirds of the active membership present must concur to effect the expulsion. Final expulsion shall then take place immediately, or, if the member is in arrears, upon payment of all money due the Club. No member having been expelled from the Club shall be entitled to any refund.

ARTICLE 4 - FLYING OPERATIONS AND MAINTENANCE

4.1 OPERATIONS

4.1.1 Flying operations shall be conducted in accordance with Federal Aviation Regulations and any Club Operating Rules or other regulations published by the Club.

4.2 MAINTENANCE



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4.2.1 Club maintenance shall be performed or supervised by current licensed FAA mechanics in accordance with applicable Federal Aviation Regulations.

ARTICLE 5 - OFFICERS

5.1 CLUB OFFICERS

5.1.1 The officers of the Club shall be a President, Vice-President, Secretary, Treasurer, Chief Pilot/Safety Officer, and Maintenance Officer (collectively herein referred to as the "Board"). These offices shall be filled by Regular Members in good standing of the Club.

5.1.2 The Club President may appoint members to ad hoc positions to further the aims and goals of the Club. These positions may include a Training Coordinator, Special Projects Coordinator, and others as necessary.

5.2 BOARD AUTHORITY

5.2.1 The Board shall act as the decision making authority within the Club and shall have full authority to act on any or all matters concerning the Club, excepting those matters requiring a membership vote or as otherwise provided by these By-Laws or other regulations issued by the Club or its Parent Organization.

5.3 ELECTION, VACANCIES, AND REMOVAL

5.3.1 Members shall annually elect regular club members to serve on the Majors Flying Club board. The board members shall, among themselves, elect the appropriate officers to serve in the capacity so designated by the board, and shall serve until the next general election. Elections will be held at a regular membership meeting normally held in the first quarter of the fiscal year. Alternatively, regular members to serve on the MFC board may be elected by a majority vote of returned ballots sent to all Club Regular Members by the Secretary prior to the general election. The results from any mail-in ballot election shall be determined by the Club Secretary and verified by a Regular Member appointed by the Board who is not a candidate for Club office. Final tally of election results shall occur no later than twenty five (25) days after mailing or e-mailing of the election ballots to all Regular Members.

5.3.2 In the event of a vacancy on the Board, the Club President, with the concurrence of the remaining members of the Board, shall appoint a temporary officer to serve until the next regular meeting, at which time a special election shall be held to fill the vacancy. The candidates shall be nominated from the floor at that time, and if a permanent officer is not elected at the meeting following the appointment, the temporary officer shall automatically become permanent for the remainder of the unexpired term.



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5.3.3 A majority secret vote of Regular Members shall be required to remove an officer from his/her position, and such action shall be presided over by a member chosen by the Club who is not a member of the Board.

ARTICLE 6 - DUTIES OF OFFICERS AND MEMBERS

6.1 DUTIES OF OFFICERS

6.1.1 Officers Duties: The duty of all officers shall be to conduct the activities of the Club in an efficient and business-like manner and to safeguard the interest of the Club at all times.

6.1.2 President: The President shall: 1) preside at the meetings of the Club and the Board; 2) appoint all committees, acting as an ex-officio member thereof; and 3) represent the interests of the Club in all dealings with the Parent Organization. The President shall be the Chief Executive Officer of the Club and shall have general control and management responsibility of all its affairs, subject to: 1) the decisions made by the Club Officers as a group (Board); 2) decisions of the Parent Organization Board of Directors; 3) Articles of Incorporation and By-Laws of the Parent Organization; 4) and Club By-Laws, Operating Rules, or other regulations issued by the Board of this Flying Club.

6.1.3 Vice-President: The Vice-President shall act as President in the absence of that official and take complete charge of all elections except for the replacing of the Vice-President, in which case an officer chosen by the Board shall preside. In the event of absence of both the President and the Vice-President at any regular or special meeting, another Board member shall preside.

6.1.4 Secretary: The Secretary shall: 1) conduct all correspondence at the direction of the Club or its officers; 2) take the minutes of all meetings, making an accurate record thereof; 3) maintain and be custodian of all files and records of a permanent nature; 4) maintain and make available at each board meeting a membership list classified per Section 2.2; 5) distribute Club information to prospective members; 6) accept applications for membership and keep a current waiting list of prospective members; 7) make arrangements for programs at regular meetings and social events for the benefit of members; 8) report the significant future events of interest at all meetings; and 9) perform all other duties as properly pertain to this office.

6.1.5 Treasurer: The Treasurer shall: 1) keep accurate records of all receipts, disbursements, and account balances for the Club treasury including operating budgets and membership accounts; 2) prepare all budget forecasts for approval by the Board prior to submission to the Parent Organization; 3) prepare and distribute monthly bills to members for the previous month and collect monthly payments from members by the 10th of each month; 4) prepare vouchers for disbursements from the Club treasury and obtain the necessary approvals; 5) have charge of all insurance policies and ensure that premiums and other Club expenses are paid when due; 6) submit insurance claims and pay



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deductibles when directed by the Board; and 7) perform all other duties as properly pertain to this office.

6.1.6 Chief Pilot/Safety Officer: The Chief Pilot/Safety Officer shall keep an up-to-date file on each member of the Club, which shall consist of a current copy of at least the following documents: 1) Pilot's certificate, 2) Medical certificate, 3) Copy of the last Flight Review, and 4) the last three (3) pages of the member's logbook (with initial application only). Other duties of the Chief Pilot/Safety Officer are:

- a) Monitor currency status of all members,
- b) Recommend prospective instructors to the Board for their approval,
- c) Be responsible for various aspects of ground instruction,
- d) Promote and enforce flight safety and safety education as it relates to accident prevention and all other areas of flying,
- e) Report any hazardous conditions as it relates to flying operations to the proper authorities,
- f) Act as the Club's chief investigator for any accident or incidents with Club aircraft,
- g) Report accidents and/or incidents in accordance with Federal Regulations and to the applicable insurance companies, and
- h) Arbitrate aircraft scheduling conflicts.

6.1.7 Maintenance Officer: The Maintenance Officer shall be responsible for the maintenance, airworthiness, cleanliness, and general appearance of Club aircraft. The Maintenance Officer also shall: 1) schedule aircraft inspections and oil changes; 2) ensure that Club aircraft comply with Airworthiness Directives (AD); 3) endeavor to have all unscheduled repairs made as soon as practical; and 4) ensure that anyone doing maintenance on Club aircraft meets all applicable Federal Aviation Regulations. Any maintenance expense or acquisition in excess of \$400.00 shall be approved by the majority of the Board. The Maintenance Officer also shall: 1) keep all aircraft and engine log books current and in accordance with FAA requirements; 2) coordinate and select all aircraft maintenance sources; and 3) keep current airworthiness certificates, license, registrations and similar documents in accordance with applicable regulations regarding each item pertaining to all Club aircraft and equipment. He/she shall maintain the aircraft maintenance status board posted in the club house.

6.1.8 Board of Directors: The above-named officers shall constitute the Flying Club Board of Directors (the Board). The duty of the Board shall be to: 1) act on all matters of policy; 2) determine fees, charges, and assessments not otherwise provided for; 3) act in a judicial capacity on all intra-club disputes and regulation violations; 4) direct investigations when deemed necessary; 5) protect the Club's interests and safeguard its welfare; 6) submit its own actions for approval, and 7) prepare an annual budget as requested by the Parent Organization. The duties of the officers as described herein may be modified as required by the Board to effect timely and efficient operation of the Club.

6.2 DUTIES OF CLUB MEMBERS



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6.2.1 The duties of Club members shall be to: 1) serve on Club committees; 2) conduct themselves in a proper and fitting manner; 3) uphold the dignity of the Club at meetings and on the flying field; 4) be alert and mindful of the Club's interest; 5) exercise caution and safety in flying; and 6) observe all federal, state, local, and Club rules and regulations.

6.2.2 Regular Members shall advise the Chief Pilot/Safety Officer of any safety of flight issues, accidents, or incidents regarding Club aircraft. Regular Members shall also keep current and provide the corresponding documents required by the Chief Pilot/Safety Officer as described in Section 6.1.6.

ARTICLE 7 - QUORUMS, MEETINGS, AND VOTING

7.1 QUORUMS

7.1.1 The required quorum for all membership meetings shall be a majority of Regular Members present, including at least a majority of the Board. The quorum for all Board meetings shall be a majority of the Board members.

7.2 MEETINGS

7.2.1 A regular membership meeting shall be held on a schedule set by the Board not to exceed 4 (four) months between meetings. Meetings shall be conducted in an orderly manner. The Board may adopt such rules of order as it deems appropriate.

7.2.2 Upon written request of at least fifty percent (50%) of the Club's active Regular membership, the President shall be required to call a special membership meeting. The Board may also do so at its discretion if fifty percent (50%) of the Board members are in agreement.

7.2.3 All members shall be notified, if reasonably possible, of the time, place, and subject matter of the special membership meeting and only that business for which the meeting is called shall be transacted.

7.2.4 Board meetings shall be held at the discretion of the Board or may be called at the discretion of the President.

7.3 VOTING

7.3.1 Only Regular Members in good standing shall be allowed to vote on any matter requiring a vote, and they shall be entitled to only one such vote.

7.3.2 A majority vote of those Regular Members present shall be required to effect passage of any matter voted on, except as otherwise provided.



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7.3.3 All Board matters shall require a vote of at least fifty-one percent (51%) of the total Board membership to be passed and approved.

ARTICLE 8 - FINANCE

8.1 GENERAL

8.1.1 The Club shall be financed from initiation fees, dues, and other charges levied upon members, as well as subsidy from the Parent Organization.

8.1.2 The Club shall operate from two separate fund sources as follows:

- a) Subsidy Funds – Subsidy funds include money from the Parent Organization whose budget and funds are the property of the Parent Organization and are allocated for the benefit of its members, whereas some of the Flying Club members are a subset of the E-Club members.
- b) Flying Club Funds – Flying Club funds shall be received from Club members in the form of initiation fees, required minimum balances (if required), and dues payments, including advance dues. All such funds are the property of the Club membership and are not subject to refund at membership termination, suspension, probation, expulsion, or any other disassociation with the Club.

8.1.3 All property of the Club purchased with funds from the subsidy account shall be the property of the Parent Organization, subject to liens thereto, if any.

8.1.4 All property of the Club purchased with funds from the Flying Club members account shall be the property of the Flying Club members, subject to liens thereto, if any.

8.1.5 No compensation from the Club Treasury to officers or members of the Club shall be made for any services rendered solely in connection with their holding office or being members.

8.2 DUES AND FEES

8.2.1 Dues and initiation fees shall be set by a majority vote of the Regular membership present at a regular membership meeting of the Club and shall be posted in the Addendum to the By-Laws. These fees shall be charged each member of the Club according to the member's classification as follows:

- a. Regular Members and Class II Family Members: Regular Members and Class II Family Members shall pay full monthly dues and initiation fees.



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- b. Class I Family Members: Class I Family Members shall pay one-half dues and one-half initiation fees.
- c. Non E-Club Members: Non E-Club Members shall pay the non refundable initiation fee as indicated in Addendum 1 to this document. In addition, each Non E-Club Member shall maintain a minimum balance of \$500 in their operating account. The initiation fee cannot be applied to the minimum balance required for Non E-Club Members.
- d. Associate Members: Associate Members shall pay dues and initiation fees at the rate proscribed in Addendum 1. Associate members who become Regular or Family members will have their initiation fee reduced at a pre-set rate based on the member's tenure as an Associate Member. After paying dues as an Associate Member for 1 (one) year or more, the initiation fee shall be 25% of the Regular or Class II Family member initiation fee or 50% of the Class I Family member initiation fee. Associate members who become Regular or Family members within less than 1 (one) year of paying dues as an Associate member will have their initiation fee adjusted as follows: 1) for Regular or Class II Family members, the initiation fee shall be reduced by the dollar value of the dues paid, and 2) for Class I Family members, the initiation fee shall be reduced by one-half the dollar value of the dues paid. The regulatory aspect of Associate Member dues shall be the same as for Regular and Family Members.

8.2.2 Initiation fees shall be non-refundable and non-transferable.

8.2.3 The Board shall review all dues, flying charges, and other assessments from time to time and submit revisions as necessary to maintain financial stability and solvency based on current costs of operations.

8.2.4 Club members can pay monthly dues to the Club as follows:

- a) Direct Deposit – Dues can be paid weekly, biweekly, or monthly by direct deposit to the Flying Club account at the financial institution being used by the Club.
- b) Advanced Payments – Membership dues can be paid in advance for 6 or 12 months by submitting a check to the Club Treasurer for a correspondingly discounted amount, as determined by the Board.
- c) Other – Membership dues can be paid to the Club Treasurer by check or cash and must be received by the 10th of the month or within 2 weeks of the date the bill was mailed or emailed to the member.

Note: Members are highly encouraged to pay membership dues to the Club by either direct deposit or advanced payments to prevent late payment penalties. A penalty of 10% of the unpaid balance shall be assessed the member if payment-in-full has not been received by the



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last day of the 2nd month following the billing month (e.g., billing month is January, bill must be paid in full by the last day of March) provided that the the bill was mailed or e-mailed to each member during the month following the billing month. Members' failure to remit the previous month's payment on or before the last day of the following month, in addition to the 10% penalty, shall be grounded (unable to schedule or use Club aircraft) until such arrearage is paid or other satisfactory arrangements have been made with the Treasurer. Members with returned checks shall be charged \$25, with the penalty added to the following month's bill.

8.2.5 Delinquency more than 60 days of any member's account shall automatically place the member in a suspended status, and the Board shall take appropriate action to determine the cause of delinquency and prevent further accumulation of delinquent charges.

8.2.6 Excess money accumulated in a Regular Member's operating account, over and above the applicable membership dues, initiation fee and required minimum balance, shall be expended by applying designated amounts to either the member's accumulated aircraft flying time or the member's forthcoming membership dues. The required minimum balance of Non E-Club Members shall be reduced in accordance with Section 2.2.3.

8.3 EXPENDITURE AUTHORIZATIONS

8.3.1 All expenditure authorizations, requests for checks, and expense statements shall be signed by the Treasurer or, in his/her absence, by the President or an appointee of the Treasurer, who shall have been approved by the Board. Such expenditures shall be handled in accordance with approved procedures of the Board and accurate records shall be maintained.

8.4 AUDIT

8.4.1 The Club's financial books and records shall be audited by the Treasurer, and a financial report shall be made available to the Club membership at the close of each fiscal year. An audit may also be requested or conducted by the Board at any time as required for Club business.

8.4.2 The Club membership may also order an audit by a majority vote at a regular or special meeting. The option to have the audit conducted by a designated member, committee, or by a certified public accountant shall always be open.

ARTICLE 9 - INSURANCE AND LIABILITY

9.1 INSURANCE

9.1.1 Adequate and proper personal liability and property damage insurance shall be maintained by the Club at all times to protect the membership from liability. No expense or obligation whatsoever shall be incurred by members of the Club, except as set forth within these By-Laws, Operating Rules, or by operation of law.



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9.1.2 An amount of money equal to the amount of the deductible on the insurance policy shall be maintained for each aircraft operated by the Club in a savings account. In the event this deductible is disbursed to cover damages to Club equipment, the account shall be replenished from the Club general fund or by an assessment payable by each member. Members shall pay this assessment before he/she is allowed to make further use of any Club equipment.

9.2 LIABILITY

9.2.1 The Club shall not be responsible for any accident, injury, or death of a member or any passenger while operating or riding in any aircraft owned or operated by the Club; nor shall the Greenville Operation of the Company or the Parent Organization be so responsible.

9.2.2 In the event of damage to Club equipment, except where provided for elsewhere in the Club's By-Laws, Operating Rules, or other Club regulations, the following specific rules shall apply:

- a. If any accident or damage is caused through violation of Federal Aviation Regulations, Club regulations, state or local regulations, or gross negligence on the part of the member, as determined by a majority vote of the Board, the member at fault shall be responsible for the uninsured portion (deductible) of the damages to Club equipment.
- b. The member at fault is liable to the Club for damages over and above the amount covered by insurance if such damage results from the member's own carelessness or negligence.
- c. In the event that the member at fault is not able to pay the total damages, the remaining balance of the repair bill shall be paid for by the member at fault in a manner arranged with the member by the Board.
- d. In the case of doubt as to the cause of the accident, the Board shall make a judgment based on the findings of the appropriate Federal authority.

ARTICLE 10 - DISSOLUTION AND DISBURSEMENT OF FUNDS

10.1 GENERAL

10.1.1 Upon dissolution of the Club, the Board shall designate three members as trustees who shall liquidate the assets thereof, as soon as practicable, and pay all existing debts and liabilities in proportion to the final available capital and per Section 10.2 below.

10.1.2 All Regular Members, active and inactive, shall have their payments due the Club paid in full through the date of dissolution unless the appointed board of trustees determines that other arrangements are fair and equitable to all



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10.2 DISBURSEMENT OF FUNDS

10.2.1 Upon liquidation of capital assets, the income from such liquidation, together with any remaining Club funds, shall be dispersed in accordance with the following guidelines as listed in order of priority until all funds are exhausted:

- a. Payment of all debts and liabilities to which the Club is obligated.
- b. Payment to active and inactive Regular Members equal or in proportion to, but not to exceed, the amount each has paid in initiation fees to the Club.
- c. Payment to the active and inactive members, including dues-paying family members, equal or in proportion to, but not to exceed, the total dues each has paid to the Club over the past 5 (five) years or as far as can be determined.
- d. Payment to each active and inactive member in proportion to, but not to exceed, his/her share of total Club flight time on aircraft owned by the Club at the time of dissolution, as far as can be determined.

(EXAMPLE: \$4,000.00 is to be distributed from the Club treasury, and the Club owned one aircraft which had been flown a total of 4,000 hours by Club members. In this case, each member would then receive \$1.00 for each hour he/she flew the aircraft. These figures may be rounded to the nearest dollar.)

10.2.2 Sufficient funds shall be left in the Club accounts to cover bank activity charges and any other miscellaneous charges, until all checks have cleared. All Club accounts shall then be closed, and any remaining funds shall revert to the Parent Organization.

ARTICLE 11 - MISCELLANEOUS

11.1 COMPLIANCE WITH BY-LAWS AND OTHER CLUB REGULATIONS

11.1.1 Each member of the Club shall have read and shall have promised in writing to observe and abide by all the provisions of the By-Laws and other regulations of the Club and to acquaint himself/herself as thoroughly as possible with the local field rules of any airports and landing fields used by the Club and to observe them to the best of the member's ability.

11.1.2 Penalty for violation of any of the provisions of these By-Laws and any other Club regulations shall be determined by the Board, except where a specific penalty is otherwise provided.

11.2 FLIGHT INSTRUCTORS



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11.2.1 Board-Approved Flight Instructors: The Board shall approve flight instructors after thorough evaluation of their experience and ability to 1) teach basic students, 2) provide recurrency training for members, and 3) provide additional training as may be desired by the membership. As specified in Section 6.1.6 of these By-Laws, the Chief Pilot/Safety Officer shall be the primary Board member to recommend candidates to the Board for approval. All flight instructor candidates for Board approval shall complete and submit to the Board the appropriate application, and shall have completed a flight evaluation, either by the Chief Pilot/Safety Officer or his designee.

11.2.2 Flight Instructor Selection: Only flight instructors with appropriate experience and demonstrated maturity will be approved by the Board. Consideration of experience shall include an individual with at least 1,000 hours total flying time and at least 300 hours of Certified Flight Instructor (CFI) time [either CFI, Certified Flight Instruments Instructor (CFII), or a combination of both]. These instructors shall be placed on a 6-month probationary period. Instructor candidates with less than these times may be approved by the Board, but shall be placed on 1-year probation. These conditionally approved flight instructors must surpass the 1,000 total time limit and 300 hours during the one-year probationary period. If not, the Board has the option of removing the conditionally approved instructor or extending the probationary time for 1 (one) additional year. The Board reserves the right to remove an instructor without cause during any probationary period.

11.2.3 Training Currency: To maintain an “Active” instructor status in the Club, the CFI/CFII shall have performed ground or flight training of Club members in the last 12 months. After 12 months without instructing, the CFI/CFII will be considered “Inactive” and will have to update their application with the Board for reinstatement to “Active” status. All Board-approved CFI’s are expected to maintain currency in day and night landings. Board-approved CFII’s are expected to maintain instrument currency.

11.2.4 Training Standardization: CFI’S who instruct basic students (i.e., student pilots) must use some type of syllabus for training. Each CFI may use the syllabus of their choice, but the syllabus used shall be provided to the Chief Pilot/Safety Officer for approval. This will be accomplished by the student and instructor by completing and submitting the Training Authorization form to the Chief Pilot/Safety Officer. Student progress shall be documented in the students logbook by referencing the instructor’s approved syllabus items satisfactorily completed. The Board shall query each instructor monthly for their student’s progress, and this progress shall be presented during the monthly Board meetings. To aid in this effort, CFIs will maintain a Record of Progress, normally kept in the student’s training folder. It is policy of the club that each CFI maintain a training folder for each student under their supervision. See Article VI, paragraph VI-3 of the Operating Rules. Logbook documentation for additional pilot training (i.e., commercial, instrument rating, etc) shall be accomplished in a similar manner.

ARTICLE 12 - ADOPTION OF BY-LAWS AND AMENDMENTS

12.1 ADOPTION OF BY-LAWS



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12.1.1 These By-Laws shall be adopted and become effective upon a three-fourths majority of those interested persons who have paid or have stated in writing and signed a promise to pay an initiation fee, which they have themselves fixed and, upon adoption, shall supersede and make null and void the Club's previous Constitution, By-Laws, and any Amendments thereto.

12.1.2 A copy of these By-Laws shall be submitted to the Board of Directors of the Parent Organization for their approval. Any amendments shall also be submitted as long as this Club remains a subsidiary of the Parent Organization.

12.2 AMENDMENTS TO BY-LAWS

12.2.1 Amendments to the By-Laws may be approved either by the unanimous vote of the Board or by a three-fourths favorable vote of the Regular Members present at a regular or special meeting of the Club.

12.2.2 Any amendments to these By-Laws proposed at a regular or special meeting shall be voted on at the next regular meeting following that at which the original motion is presented. Should a regular or special meeting be required to vote on an amendment, notice of any proposed amendment to these By-Laws shall be given to Regular Members at least 14 days prior to the scheduled meeting.

12.2.3 Any amendment to these By-Laws, approved per paragraph 12.2.1 and by the Parent Organization's Board of Directors, shall be mailed or e-mailed to the active Regular Members of the Club. All members shall be required to acknowledge receipt and understanding of the amended By-Laws by a method determined by the Board.

END OF BY-LAWS



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BY-LAWS - ADDENDUM 1

INITIATION FEES, DEPOSITS, AND DUES

In accordance with Article 8.2 of the Club's By-Laws, this Addendum Number 1 specifies the initiation fees and dues payable by the Club membership as follows:

<u>MEMBERSHIP CLASSIFICATION</u>	<u>INITIATION FEES</u>	<u>DUES (effective April 2008)</u>
1. Regular Members and Class II Family Members	\$200.00	\$15.00/week or \$65.00/month by direct deposit
2. Class I Family Members	\$100.00	\$32.50/month by direct deposit
3. Non E-Club Members	\$200.00	\$15.00/week or \$65.00/month by direct deposit. (Must maintain a minimum balance of \$500 in the Majors Flying Club Account unless otherwise stipulated)
4. Associate Members	none	\$24/year (prorated monthly)