

RESTATED BYLAWS
OF
THE FELLOW FEATHERS OF FORT FUNSTON HANG GLIDING CLUB,
a California Nonprofit Mutual Benefit Corporation

ARTICLE I: NAME

The Fellow Feathers of Fort Funston Hang Gliding Club (Club)

ARTICLE II: PRINCIPAL OFFICE

The principal office of the Corporation shall be address of the Corporation's President. The Board of Directors may change the principal office from one location to another and note the change in the Bylaws. The change shall not be considered an amendment to the Bylaws.

ARTICLE III: PURPOSES

The purposes of this Corporation are to provide for the pleasure, recreation, comingling and fellowship of it members, hang gliding enthusiasts who fly at Fort Funston, property of the National Park Service in the Golden Gate National Recreation Area (GGNRA). In context of these general purposes, the Corporation shall:

- A.** Administer a non-commercial hang gliding program at Fort Funston for members and non-members;
- B.** Preserve the Fort Funston/Westlake flying site by working with governmental agencies and private individuals;
- C.** Promote hang gliding safety and education;
- D.** Improve the public image of hang gliding and educate the public about hang gliding;
- E.** Facilitate insurance coverage for hang gliding at Fort Funston, and
- F.** Hold meetings and activities promoting the exchange of ideas and information about hang gliding.

ARTICLE IV: AFFILIATION

The Club may be affiliated with other organizations of similar purposes in a manner determined by the members. Such organizations include but are not limited to the United States Hang Gliding and Paragliding Association (USHPA).

ARTICLE V: MEMBERSHIP

Section 1: Membership is open to anyone paying the annual dues and interested in the sport of hang gliding regardless of race, creed, sex or national origin.

Section 2: There shall be two classes of members: voting, and non-voting. To be a voting member and vote at a Club meeting, a pilot must have flown a hang glider on

flights that originated at Fort Funston, for a total of 10 hours in the twelve months preceding the meeting. All members who are not voting members shall be non-voting members. Voting members may vote on matter of Club business and in Club elections. Non-voting members may not vote on matters of Club business and in Club elections.

Section 3: By majority vote the Executive Committee shall determine whether members are voting or non-voting. In making its determination, the Executive Committee shall consider logs, pilot statements and all other relevant information.

Section 4: By majority vote, the Club members may waive the 10-hour flying requirement to allow members who have made contributions to flying at Fort Funston to become voting members. The Club may have three voting members who have not fulfilled the flying requirement. These members shall be selected by a majority vote of the Club members. The waivers shall be for the remainder of the calendar year. The Club members may grant waivers only when the total number of waivers is not more than three.

Section 5: No member or Director may vote by proxy. In accordance with California Corporate Code 7610, each member shall be entitled to one vote on each matter submitted to a vote of the members. In accordance with California Corporate Code 7211, each Director shall have one vote on each matter presented to the board of directors for action.

ARTICLE VI: MEETINGS

Section 1: Meetings. Meetings are held monthly for the purpose of conducting whatever business is brought before the members. Any change in the usual date, time or location will be posted on the Club web site prior to each meeting.

Section 2: Quorum. Business at any meeting may be conducted by a majority vote of the members present at the meeting.

Section 3: The Annual Board of Directors and Business Meeting of the Club is held during the month of December. The agenda for the Annual Business Meeting will include:

- A. Presentation of annual reports by the relevant officers and committees.
- B. Presentation by the Treasurer of an annual financial summary, including a review of the past year's financial results.
- C. Election of Officers for the new year.

ARTICLE VII: FISCAL YEAR

The fiscal year is from October 1 to September 31.

ARTICLE VIII: BOARD OF DIRECTORS (OFFICERS)

Section 1: The Board of Directors (Officers) is the governing body and business administrator of the Club and is the Executive Committee. It is responsible for carrying out the purposes of the Club. Subject to ratification by the members, the Board may sign contracts in the name of the Club, and control the expenditures of the Club's funds consistent with the agreed budget. Major deviations from the budget must be approved in advance by a vote of the members.

Section 2: The Board of Directors consists of the President, Vice-President, Secretary, Treasurer, Clubhouse Manager, Safety Director and Technical Officer.

Section 3: Election of Officers: Candidates are nominated at the November meeting. Elections are held at the Annual Business Meeting in December. A list of nominees is posted on the Club's web site prior to the December meeting. Candidates may also be nominated and elected at the December meeting.

Section 4: All candidates for office must be voting members of the Club.

Section 5: Elections are decided by a simple majority.

Section 6: The term of office for all officers lasts until the next election.

However, officers may be nominated for re-election annually. The President may not serve more than three consecutive terms. Vacancies that may occur in any office during the year can be filled by a simple majority vote of the membership present at a regular meeting.

Section 7: The President presides at all meetings and is responsible for overall leadership and management of the Club's affairs. The President may appoint committees as needed, and signs contracts in the name of the Club, as authorized by the members.

Section 8: The Vice-President assumes all the powers and responsibilities of the President in case of the absence or disability of the President.

Section 9: The Secretary keeps the minutes of the Club's meetings, submits minutes and notices of upcoming Club meetings and prepares any contracts or other documents required by the Club. The Secretary also manages all Club correspondence, keeps a current list of Club members, and keeps historical records for the Club.

Section 10: The Treasurer manages the receipt and disbursement of all the Club's funds. The Treasurer maintains and, when required, presents up-to-date Profit and Loss and Balance Sheet reports and proposed budgets; alerts and briefs the Board on financial issues, and advises the Board on financial policy.

Section 11: The Safety Director prepares reports for accidents resulting in significant injuries and glider damage. The Safety Director investigates complaints of safety violations

Section 12: The Clubhouse Manager manages the Clubhouse at Funston where members store hang gliders.

Section 13: The Technical Officer introduces updates and maintains technologies employed by the club to enhance the site's flying experience, including the Club's web site, wind talker, web cams, weather station and wireless Internet.

Section 14: If a Board position is unfilled, the responsibilities of that position will be re-assigned among the other Directors, at the discretion of the President, until the position is filled.

ARTICLE IX: SPECIAL COMMITTEES

Section 1: The President may at any time appoint special committees as necessary to undertake specific responsibilities. Any committee recommendations or proposals affecting the Club must be submitted to the members for approval at Club meetings.

Section 2: The Executive Committee shall meet at any time that reasonable notice is given to Executive Committee members for the purpose of conducting emergency business that should not wait for the next regular meeting or for a disciplinary hearing. Executive Committee meetings may be open or closed as the situation dictates. A report of all Executive Committee meeting will be given by the President at the next regular meeting.

ARTICLE X: REMOVAL FROM OFFICE

Any officer member may be removed from office, for cause, by a two thirds (2/3) vote of the members present at two consecutive Club meetings.

ARTICLE XI: DISCIPLINE

Since it is the Club's duty to administer the hang gliding program at Fort Funston, the Club may revoke or suspend the flying privileges of members or non-members.

Section 1: For violating Fort Funston or generally accepted rules and conduct, a pilot's flying privileges may be suspended in the following manner:

- A.** For up to 7 days by a club officer;
- B.** For longer than 7 days, by a majority vote of the Executive Committee present at a hearing at which at least one witness to the violation or offense testifies and at which the accused pilot has the following rights:
 - 1.** Notice of violation;
 - 2.** Notice of hearing;
 - 3.** Name of witnesses to violation;
 - 4.** Opportunity to question witnesses;
 - 5.** Opportunity to be heard; and
 - 6.** Opportunity to produce witnesses.

C. The hearing shall be conducted by the President or Safety Director.

Section 2: A disciplinary action imposed by the Executive Committee may be modified only by a majority vote of the Executive Committee.

ARTICLE XII: AMENDMENTS

Section 1: These bylaws may be amended by an affirmative vote of two thirds of the members present at two consecutive meetings.

Section 2: At least ten days before the first of the two consecutive meetings, the proposed amendment will be posted on the Fellow Feathers website. The wording of the proposed amendment may be fine-tuned before and/or during the first of the two meetings. If passed at the first meeting, the amendment wording will be posted in its entirety on the Fellow Feathers website at least ten days prior to the second meeting. At the second meeting, the amendment will be voted upon with no additional changes.

Section 3: Any such amendments must be consistent with the provisions of the Club's permit agreements and any other requirements, regulations or agreements with state and local governments, other relevant authorities and affiliated organizations.

ARTICLE XIII: RIGHTS OF MEMBERS

All rights not specifically granted to the Directors/Officers are reserved to the members, including the right to set dues, fees, approve budgets and inspect all records including financial statements and agreements entered into by the Club.

ARTICLE XIV: INDEMNIFICATION

Section 1: Definitions. For the purposes of this Article, "agent" means any person who is or was a director, officer, employee, or other agent of this corporation, or is or was serving at the request of this corporation as a director, officer, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, or was a director, officer, employee, or agent of a foreign or domestic corporation which was a predecessor corporation of this corporation or of another enterprise at the request of such predecessor corporation; "proceeding" means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative; and "expenses" includes, without limitation, attorneys' fees and any expenses of establishing a right to indemnification under this Article.

Section 2: Indemnification in Actions by Third Parties. This corporation shall, to the fullest extent of the law, indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of this corporation to procure a judgment in its favor, an action brought under Corporations Code section 5233 made applicable pursuant to Section 7238, or an action brought by the Attorney General or a person granted relator status by the Attorney General for any breach of duty relating to assets held in charitable trust), by reason of the fact that such person is or was an agent of this corporation, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of this corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in the best interests of this corporation or that the person had reasonable cause to believe that the person's conduct was unlawful.

Section 3: Indemnification in Actions by or in the Right of this Corporation. This corporation shall, to the fullest extent of the law, have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action by or in the right of this corporation, or brought under Corporations Code section 5233 made applicable pursuant to Section 7238, or brought by the Attorney General or a person granted relator status by the Attorney General for breach of duty relating to assets held in charitable trust, to procure a judgment in its favor by reason of the fact that such person is or was an agent of this corporation, against expenses actually and reasonably incurred by such person in connection with the defense or settlement of such action if such person acted in good faith, in a manner such person believed to be in the best interests of this corporation, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. No indemnification shall be made under Section 3:

(a) In respect of any claim, issue, or matter as to which such

person shall have been adjudged to be liable to this corporation in the performance of such person's duty to this corporation, unless and only to the extent that the court in which such proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court shall determine;

(b) Of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or

(c) Of expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval, unless it is settled with the approval of the Attorney General.

Section 4: Indemnification Against Expenses. To the extent that an agent of this corporation has been successful on the merits in defense of any proceeding referred to in Section 2 or 3 of this Article or in defense of any claim, issue or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

Section 5: Required Determination. Except as provided in Section 4 of this Article, any indemnification under this Article shall be made by this corporation only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Section 2 or 3 of this Article by:

(a) A majority vote of a quorum consisting of directors who are not parties to such proceeding;

(b) Approval of the members, with the persons to be indemnified not being entitled to vote thereon; or

(c) The court in which such proceeding is or was pending upon application made by this corporation or the agent or the attorney or other person rendering services in connection with the defense, whether or not such application by the agent, attorney, or other person is opposed by this corporation.

Section 6: Advance of Expenses. Expenses incurred by a person seeking indemnification under this Article in defending any proceeding covered by this Article may be advanced by this corporation prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized in this Article.

Section 7: Other Indemnification. No provision made by this corporation to indemnify its or its subsidiary's directors or officers for the defense of any proceeding, whether contained in the Articles, these Bylaws, a resolution of members or directors, an agreement, or otherwise, shall be valid unless consistent with this Article. Nothing contained in this Article shall affect any right to indemnification to which persons other than such directors and officers may be entitled by contract or otherwise.

Section 8: Forms of Indemnification Not Permitted. No indemnification or advance shall be made under this Article, except as provided in Section 4 or 5(b) of this Article, in any circumstances where it appears:

(a) That it would be inconsistent with a provision of the Articles, these Bylaws, a resolution of the members, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(b) That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

Section 9: Insurance. This corporation shall have the power to purchase and maintain insurance on behalf of any agent of this corporation against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such whether or not this corporation would have the power to indemnify the agent against such liability under the provisions of this Article.

Section 10: Nonapplicability to Fiduciaries of Employee Benefit Plans. This Article does not apply to any proceeding against any trustee, investment manager or other fiduciary of an employee benefit plan in such person's capacity as such, even though such person may also be an agent of this corporation as defined in Section 1 of this Article. This corporation shall have power to indemnify such trustee, investment manager or other fiduciary to the extent permitted by subdivision (f) of Section 207 of the California General Corporation Law.