

## **PART A**

### **ARTICLE I - PURPOSE**

1. Cross Country Flying Club, LLC., hereinafter referred to as the "Club" or by name, is a Florida Limited Liability Company for the purpose of providing its Club's members the use of a private aircraft for the personal and recreational flying environment. The mission of the club is to promote the many benefits of aircraft ownership without the heavy cost of one.

### **ARTICLE II - MEMBERSHIP**

1. Membership in the Club is a voluntary privilege. The number of members in the club is limited to 10 total members. Membership in the Club is provisional and may be terminated by the Board of Directors at any time with or without cause. Any member whose membership in the club is terminated shall have no ill intention against the Club, any member, or any officer of the Club.
2. All membership applicants shall provide a completed membership application to the Board of Directors for consideration as a Club Member and shall also provide such other documents as requested consistent with the individual's certificate, as well as pay the aircraft deposit and dues.
  - a. All aircraft deposits paid by applicants who are not approved for membership shall be returned within 30 days of the signed application.
  - b. The club will not disclose members' personal information to third parties except as required by law, in the due course of business (such as for insurance purposes), or as necessary in the interest of safety.
  - c. Members are not to disclose the club roster to outside parties or use the roster for any commercial purpose.

### **ARTICLE III - CLASSIFICATION OF MEMBERS**

1. Club membership classifications are as follows:
  - a. Regular: Membership is open to 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. Members in good standing are entitled to vote on all issues brought before the membership of the Club. Regular members are entitled to fly aircraft as set forth in Appendix A, consistent with their hours, airmen certificate, medical certificate, and good standing with the Club. The regular membership deposit is \$1,500.00
  - b. The Board: Board members shall have the authority to manage, modify, promote the Club in any way deemed necessary and in the best interest of said Club and its members.
2. Good Standing: Member in Good Standing means that the member is current in the payment of the monthly dues and flying time.

3. Voluntary Surrender or Removal: Any Member may voluntarily surrender membership in the Club at any time. In the event of voluntary surrender or removal, the Club will refund the membership deposit paid the less administrative charge and any unpaid dues, flight time charges, or other charges. However, any member who notifies the club within 30 days of joining of their intention to terminate their membership shall not be subject to the ten percent administrative charge. Club Memberships may not be sold or leased.
4. Club Obligations: Members may not cause the Club to incur any obligation, for maintenance or other services, nor aircraft or equipment, without prior approval of the Maintenance Manager or Board of Directors.
5. Social Events: All members in good standing, regardless of classification, may attend all social events.

#### **ARTICLE IV - INITIAL FEE AND MONTHLY DUES**

1. All Regular Members are required to pay the regular membership deposit upon application to join the Club along with the first month's dues. Monthly dues are intended to cover fixed costs of the club whereas the flight time rates are intended to cover operational costs including short and long term maintenance. Monthly dues and aircraft hourly rates may be changed to reflect the operational costs and financial needs of the Club on an as-needed basis by the board of officers. Current rates are depicted in Appendix A.
2. Monthly dues are assessed in advance at the beginning of every month (every 1st of the month) and are included with a statement of the previous months flying time. Any member whose unpaid balance is carried forward to the next month's billing cycle is classified as past due. The flying privileges will be suspended for any member who is past due until the current balance is paid in full.
3. In the event of unusual or extreme circumstances, the Board of Directors is authorized to levy special assessments on the membership for the purpose of meeting such situations.

#### **ARTICLE V - MEETINGS**

##### Membership Meetings

1. Organizational: The Club Organizational meeting shall be held within the first 10 days of the beginning of the fiscal year. This is the Club's annual meeting. Notice of any Organizational meeting shall be sent to the member's last known physical address or email address within two weeks of said date. The Newsletter may also be sent to give notice to Members. Notice is effective upon mailing to the Member.
  - a. Special: If an emergency arises such that a decision must be made before the annual meeting, the President or the Vice President may call a special meeting upon 5 days to notice to the membership. Any action taken at a special meeting shall be binding on the membership.

- b. General: General meetings may also be called by the Board of Directors upon the recommendation of any member wishing to organize the meeting for the purpose of sharing information among members and the Board of Directors. Any such general meeting will be communicated in the monthly newsletter. General meetings shall also be called for social events, safety meetings, and classes.
  - c. Attendance: Member attendance at meetings is voluntary. However, members in good standing are encouraged to attend all of the meetings and take an active role in the Club. All members, whether attending or not are bound by the decisions made at the Club Membership meetings.
  - d. Members are responsible for keeping the Club advised of any changes in personal information such as an address, email, etc.
2. Meetings of the Board of Officers
- a. Board of Directors. The Board of Directors shall meet to review club operations, finances, and to address any member concerns or grievances at least every 120 days. The presence of the Board of Directors and maintenance Officer is required to constitute a quorum and conduct club business. An officer who participates via teleconference shall be deemed "present" by a majority vote of the Officers present in person. Organizational, special, and general meetings qualify as meetings of the Board of Directors as long as the Officer quorum requirement is met. "Approval by the Board of Directors" is defined as approval of the majority number of the Officers present at any meeting of the Board of Officers.

## **ARTICLE VI - OFFICERS**

1. The Club Officers shall consist of a President, Vice President, Secretary, Treasurer, and Maintenance Officer, who shall comprise the Board of Officers. The Officers are intended to represent the interests of the overall club membership. The duties of each office are as follows:
- a. President: The President shall preside at all meetings and be responsible for the conduct of all Club activities. The President is the chief executive officer of the Club. The President shall also have signature authority on all Club accounts and shall assume the function of the Treasurer in the event that the Treasurer is absent or incapacitated.
  - b. Vice President: The Vice President shall assume the duties of the President in the absence, incapacity, or resignation of the President, as well as any other duties assigned by the Board of Directors.
  - c. Secretary: The Secretary shall take the minutes of all meetings and ensure that all officers receive a timely copy of the minutes.
  - d. Treasurer: The Treasurer is responsible for all financial matters of the Club. The Treasurer shall maintain such accounts as are appropriate for the Club. All disbursements shall be through a Club checking account whenever possible. The Treasurer shall also prepare and submit a balance sheet and income/expense statement

for the fiscal year and budget for the coming fiscal year for the review and approval by the Membership at the Organizational meeting. The Treasurer shall also be responsible for the preparation of a financial forecast in accordance with sound financial practices.

- e. Maintenance Officer: The Maintenance Officer is responsible for maintaining current information in the logbooks of the aircraft, for maintaining the Club's aircraft in proper operating airworthy condition, and for compliance with all Federal Aviation Regulations and Airworthiness Directives. The Maintenance Officer shall be responsible for all maintenance documents, including all aircraft, engine, avionics, and propeller logbooks, and for the execution of all documents required for the completion of major repairs and overhauls.

## **ARTICLE VII - ACCOUNTING PRACTICES AND EXPENDITURES**

1. Dues, flying time, other charges, and any previous balance carried forward are required to be received by the club by the 1st of each month. Statements not paid by the 10th of each month will incur a charge of 1.5% per month on the unpaid balance. The flying privileges will be suspended for any member who is past due until the current balance is paid in full. Failure to pay
2. Financial statements: The financial statements prepared by the Treasurer will adhere to and reflect continuous use of generally accepted accounting principles and will include an audit trail to all source documents. The chart of accounts shall include as a minimum the following:
  - a. Income:
    - i. Tie-downs and hangar rental
    - ii. New member deposit
    - iii. Member monthly dues
    - iv. Interest
  - b. Fixed Expense:
    - i. Aircraft insurance
    - ii. Periodic licenses and registration fees
    - iii. Property insurance
    - iv. Airport use charges (Metcalfe)
    - v. Aircraft reservation system
    - vi. Utilities
    - vii. Taxes
  - c. Aircraft operating expense:
    - i. Fuel credits
    - ii. Oil
    - iii. Parts (for club-performed maintenance)
    - iv. Maintenance (non-club performed maintenance)
    - v. Annual inspections
    - vi. Engine rebuilds/replacement
  - d. Other:
    - i. Miscellaneous expense

- ii. Aircraft loan payments
  - iii. Club social activities
3. Expenditures: With the exception of expenditures to which the club is legally obligated, and parts purchases or maintenance services approved by the Maintenance Officer, no purchase may be made, no asset disposed of and no service contracted for an amount exceeding \$500 without the approval of the Board of Directors or Maintenance Manager.

#### **ARTICLE VIII - DETERMINATION OF DUES**

1. Monthly dues shall be computed on a not-for-profit basis so as to cover anticipated fixed expenses, future aircraft purchases and upgrades, a base amount to cover annual inspections, and reserves.
2. The formulas for monthly dues, assumptions of all variable factors and estimated costs, and the resultant calculated dues and rates are to be developed, documented, and approved by the Board of Directors at least once during the fiscal year. All documentation and calculations thusly approved shall be available to any member upon a 7 day written request.

#### **ARTICLE X - LIABILITY AND DAMAGE TO AIRCRAFT**

1. Insurance: The Club shall maintain insurance on all aircraft against damage to the hull from ground and flight damage, and liability insurance to protect the Club and its members against liability, actions, suits for damages, or judgments of third persons. The Board of Directors shall determine the adequacy of all insurance coverage. The Club assumes no responsibility to a Member for the results of any act or omission while operating Club aircraft except for the protections afforded by such policy or policies of insurance carried by the Club.
2. Damage to Aircraft: Damage to any aircraft shall be promptly reported to the Club Maintenance Management the Board of Directors. Members are directly responsible for the safe operation of any aircraft under their control. All aircraft are to be operated in accordance with the applicable Federal Aviation Regulations, the operating limitations of the aircraft as set forth by the manufacturer and Club Operational Rules. In the event of damage to a Club aircraft, its engine, or equipment, which damage is proximately caused by any act or omission of a Club member, such member shall be liable for the damage sustained and may be assessed the uninsured, non-reimbursable cost of repair or replacement.
3. Gross Negligence or Willful Damage: If any member is found by the Accident Investigation Committee to have caused a loss, damage, destruction, or injury to the Club or its aircraft, engines, 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, the member or the member's estate will be held liable for all such loss, damage, or destruction.

#### **ARTICLE XI - OPERATIONAL RULES**

1. The Club Operational Rules are attached as Part B, incorporated by reference, and have the effect of the Club By-Laws.

## **ARTICLE XII - AMENDMENTS**

1. Any amendment or modification to these By-Laws shall require the approval of two-thirds of the voting membership present at a meeting called for such a purpose after 30 days written notice. Twenty percent (20%) of the number of active members shall constitute a quorum for Amendment or modification purposes. EXCEPTIONS - The Board of Officers may make decisions as to aircraft acquisition and disposition, set hourly flying rates, the initial membership fee, and High Performance/Complex or other designated aircraft fee, and set annual dues. A simple majority of the members present at any meeting called for such purpose may modify the Club Operational Rules or Appendix A.

Cross Country Flying Club, LLC. Adopted by a unanimous vote of a membership quorum and entered on the official records of the Club this 26<sup>th</sup> day of June 2017, in Miami, Florida.

ATTEST:

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President

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Secretary

### **PART B Operational Rules**

#### **General**

1. Aircraft provided by the Club is for the exclusive use of its members and their passengers. Members are required to conduct themselves in a manner that is a credit to the Club.
2. Only Club Members, FAA-designated examiners, and those instructors approved by the board are authorized to pilot Club aircraft.
3. A member may use Club aircraft for personal transportation or the member's pleasure. Club aircraft may not be used for commercial operation as defined by Federal Aviation Regulations.
4. Members may pilot only the Club aircraft for which they have received instruction from an Instructor approved by the Club. Additionally, members must satisfactorily complete a check ride with an approved Instructor in an aircraft of the same major model as the aircraft to be flown.

5. Club aircraft may be flown solo only by individuals who have a current medical certificate and who have completed a flight review as set forth in FAR 61.56. Members are reminded that insurance coverage is not available if Club aircraft are flown without an up to date flight review and medical.
6. Smoking is not permitted in Club aircraft.
7. Members should obtain an Aircraft Flight Manual/Pilot Operating Handbook for each Club aircraft flown.

### **Reservation of Club Aircraft**

1. No member may fly a Club aircraft without scheduling time for the flight.
2. Aircraft may be scheduled via the club scheduling Available software. Login information will be provided for each member by the Board of Directors.
3. Reserve only the time in which you will be using the aircraft.
4. If the aircraft cannot be returned at the time stated in the schedule, update the schedule. Notify any Board members and or members affected by the change.
5. If a member is unable to keep a reservation or arrives back early from a flight, the schedule should be updated so as to allow the aircraft to be used by other members.

### **Reporting Time and Expenses**

1. All flight time will be reported from the tach meter in each aircraft based on each 1/10th of an hour that the aircraft is operated with the engine running. If at least half of the next 1/10th digit is displayed, that number is to be used as the ending time. Discrepancies should be noted in the flight log kept in each aircraft.
2. PRINT your name neatly and fill out the flight log form completely. Members who fail to document their flying time or do so in an illegible manner will be assessed a \$10 administrative fee.
3. Any maintenance services purchased must have the approval of the Club Maintenance Officer or the Board of Directors prior to having the service performed. Any maintenance performed outside of these guidelines may become the financial responsibility of the member who authorized the work.
4. All maintenance squawks should be reported in the log kept in the aircraft, followed by notification of the Maintenance Officer or Board of Directors. If the aircraft is unfit for flight contact the Maintenance Officer or Board of Directors immediately, and alert any members who had the aircraft reserved within the next 24 hours.
5. Check and follow the procedures for shutdown and securing the aircraft at the completion of all flights.
6. Billing is based on a rate, tach-time, at \$88 / per our hours.

## **Club Annual Review**

All active members, except those using student pilot certificates, are required to complete the Club annual review within the preceding twelve (12) calendar months to be eligible to act as PIC in Club aircraft. The Club annual review is accomplished by completing one of the following:

1. Completing the Club annual recurrent training program as set forth in [Exhibit 1](#); or
2. Passing an FAA check ride for a pilot certificate, rating, or part 135 check, and completing the biographical portion of the club annual recurrent training form as [Exhibit 1](#); or
3. Club instructors successfully completing the Club Instructor Proficiency Check (CIPC) and completing the biographical portion of the club's annual recurrent training form as [Exhibit 1](#).

## **Member Documentation**

All active members will provide a copy (ideally e-mail a scan) of their medical certificate, flight review, and/or Wings program endorsement to the Secretary upon renewal or completion. Failure to provide this information will result in the loss of flying privileges.

## **Cold Weather Operations**

1. All Club aircraft require to preheat prior to being started when the temperature is below 30°F. Care should be exercised when using the pre-heater so as not to apply excessive heat to the cowl or other painted surfaces. If you are unfamiliar with preheating procedures, ask for assistance from a flight instructor. The Club pre-heater becomes very hot and caution should be exercised to prevent severe burns.
2. Prior to starting the engine, make sure that the primer is fully seated and locked. Upon starting the engine of the aircraft, allow the engine to warm up for several minutes at 1000 RPM prior to increasing power.
3. Club aircraft are not to be flown when the temperature is below 15°F unless the aircraft is stored in a heated hangar for at least 8 hours prior to flight.
4. Club aircraft are not to be flown with frost, snow, or ice adhering to any surface. A heated hangar may be used at the individual Member's expense. Do not use any scrapers on any aircraft surface. Do not use de-icing products as they may damage painted surfaces on the aircraft.
5. Club aircraft are prohibited from being operated on frozen surfaces such as rivers or lakes.

## **International Flights**

International flights in club aircraft are not discouraged but require prior written approval from any member of the board of officers.

## **PART B Exhibit 1 - Annual Recurrent Training**

### **Overview**



The club annual recurrent training program and flight review (hereinafter "Club Review") is designed to ensure member pilots are proficient to legally, safely, and properly, operate club aircraft.

The Club Review exceeds the requirements of FAR 61.56. Pilots who successfully complete the Club Review will also receive an endorsement for completion of the flight review of FAR 61.56. This review shall be conducted by a club instructor using club aircraft.

The Club Review shall consist of a minimum of one (1) hour of ground instruction and evaluation of aeronautical knowledge, and a minimum of one (1) hour of flight instruction and evaluation of piloting skill.

#### *Satisfactory performance*

Satisfactory performance means that the member pilot has consistently demonstrated aeronautical knowledge and skill that meets or exceeds the standards set forth in this exhibit.

Upon successful completion of the Club Review, the Club instructor shall endorse the pilot's logbook for the completion of the flight review of FAR 61.56 (see AC61-65E for endorsement language), and certify that the pilot has successfully completed the BHFC Club Review of Club By-Laws Part B, Exhibit 1 on a specified date in a manner acceptable to the Safety Officer.

The certifying instructor must have given training meeting these requirements in their entirety. Instruction is not transferable between instructors.

#### *Unsatisfactory performance*

Unsatisfactory performance means that the member pilot has not yet consistently demonstrated aeronautical knowledge and skill in the areas set forth in this exhibit. Any training should be logged as instruction received in the usual manner. No endorsements are issued for unsatisfactory performance.

Should a member pilot's performance be disputed, the club Safety Officer shall be the final authority as to resolving the dispute.

### **Ground Instruction and Evaluation**

The member pilot shall demonstrate sufficient aeronautical knowledge of the following areas, appropriate for the class of pilot certificate held (i.e. Private, Commercial, ATP):

- Club By-Laws Part B - Operating Rules.
- Club By-Laws Appendix A.
- Aircraft systems (for each type of aircraft pilot is enabled to fly):
  - Engine and propeller.
  - Electrical system.
  - Vacuum system.
  - Pitot-static system.
  - Flight controls.
  - V-Speeds.
  - Limitations.
  - Emergency procedures.
- Special emphasis areas:

- Positive aircraft control.
- Stall/spin awareness.
- Collision avoidance.
- Wake turbulence avoidance.
- Land and hold short operations.
- Runway incursion avoidance.
- Controlled flight into terrain.
- Aeronautical decision making and risk management
- Checklist usage.
- Radio communication procedures.
- FAR Part 61. Sections applicable to maintaining pilot and medical certificates.
- FAR Part 91. Sections pertaining to operations and flight rules.

### **Flight Instruction and Evaluation**

The member pilot shall demonstrate sufficient aeronautical skill in the following areas of operation, appropriate for the class of pilot certificate held (i.e. Private, Commercial, ATP):

- Preflight operations.
- Normal Takeoff and Landing.
- Crosswind takeoff and landing.
- Short field takeoff and landing.
- Soft field takeoff and landing.
- Go-Around / rejected landing.
- Steep turns.
- Maneuvering during slow flight.
- Power Off Stalls (straight and turning):
- Flight by Reference to Instruments:
  - Straight and level flight.
  - Constant airspeed climbs and descents.
  - Turns to headings.
  - Recovery from unusual attitudes.
- Emergency Operations:
  - Emergency approach and landing.
  - Emergency descent.
  - Equipment malfunctions.

### **Appendix A**

#### **Monthly Dues**

1. Initiation Fee: A one-time fee of \$1,500; \$500 Refundable after 6 months if decided to leave the club membership.
2. Monthly dues: \$130.00

#### **Requirements to act as PIC in N5738Q**

1. Private, Commercial, or ATP Pilot certificate.

2. Minimum of 250 flight hours logged
3. Minimum of 1 hour of instruction by a club approved CFI, including 3 takeoffs and landings, at an aircraft weight within 200 pounds of maximum gross weight.
4. Three (3) hours in type within the preceding 6 calendar months or flight check-in type by a club CFI within the preceding 12 calendar months, or required by the insurance.
5. Primary instruction prohibited.
6. Minimum of 5 hours in an aircraft with a similar fuel system, subject to instructor's discretion, or by required by the insurance company.

## **Appendix B**

Initial Board Directors for 2018

President: Hector Bonilla

Vice President: Norian Guzman

Secretary: Norian Guzman

Maintenance Officer: TBD

Treasurer: Hector Bonilla