

IN THE COUNTY COURT IN  
AND FOR BROWARD COUNTY,  
FLORIDA

LLOYD DAVID HILL and  
GRAHAM DAVID HILL,

CASE NO.: CONO 20 010538 (71)

Plaintiffs

v.

POMPANO SENIOR SQUADRON FLYING  
CLUB D/B/A POMPANO BEACH FLYING  
CLUB, A Florida corporation,

Defendant.

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**DEFENDANT'S WITNESS AND EXHIBIT LIST**

Defendant, POMPANO SENIOR SQUADRON FLYING CLUB D/B/A POMPANO  
BEACH FLYING CLUB (Defendant "Club"), by and through its undersigned counsel,  
files its Witness and Exhibit List pursuant to the Court Order dated September 15, 2020,  
and says:

**WITNESS LIST**

1. Gregory Gilhooly, President  
c/o Edward F. Holodak, P.A.  
7951 SW 6 St., Suite 210  
Plantation, FL 33324
2. Andrew Bilukha, Treasurer  
c/o Edward F. Holodak, P.A.  
7951 SW 6 St., Suite 210  
Plantation, FL 33324
3. All non-objectionable witnesses called by Plaintiff

**EXHIBIT LIST**

1. Copy of Defendant Club's By-Laws

2. Copy of Club's Articles of Incorporation
3. Copy of Defendant Club's application submitted by Plaintiffs
4. Copy of operational rules
5. All pleadings herein
6. All non-objectionable exhibits listed by Plaintiffs

I HERBY CERTIFY that a true and correct copy of the foregoing has been sent U.S.

Mail this 12th day of October, 2020 to Lloyd David Hill and Graham David Hill, 2728 NE 12 St., Pompano Beach, FL 33062.

          /s/ Edward F. Holodak, Esq.,

EDWARD F. HOLODAK, ESQ.

Attorney for Defendant

Fla. Bar No.: 059234

Edward F. Holodak, P.A.

7951 SW 6<sup>th</sup> St., Suite 210

Plantation, Fl. 33324

Telephone: (954) 927-3436

pleadings@holodakpa.com

**Pompano Senior Squadron Flying Club  
DBA – Pompano Beach Flying Club**

**BY LAWS**

**ARTICLE I  
MEETING OF STOCKHOLDERS**

Sec. 1. ANNUAL MEETINGS. The annual Meeting of the Stockholders shall be held at the principal office of the Corporation, on a day designated each year. If the day so designated falls upon a Sunday or a legal holiday, then the meeting shall be held upon the first secular day thereafter. The Secretary shall serve personally, or send to each stockholder at his last known post office or e-mail address, and publish notice thereof as required by law; but at any meeting at which all stockholders shall be present, or of which all stockholders not present have waived notice in writing, the giving of notice as above required may be dispensed with.

Sec. 2. QUORUM. At all meetings of stockholders, except where it is otherwise provided by law, it shall be necessary that stockholders, representing in person or by proxy, consisting of a majority of the stockholders shall constitute a quorum.

Sec. 3. SPECIAL MEETINGS. Special Meetings of Stockholders other than those regulated by statute may be called at any time by a majority of the Directors, upon ten days notice to each stockholder of record, such notice to contain a statement of the business to be transacted at such meeting, and to be served personally or sent to each such stockholders of record at his last known post office or e-mail address; but at any meeting at which all stockholders shall be present or of which stockholders not present have waived such notice in writing, the giving of notice as above described may be dispensed with. The Board of Directors shall also in like manner, call a special meeting of stockholders whenever so requested in writing by stockholders representing not less than one-half (1/2) of the capital stock of the company. No business other than that specified in the call for the meeting, shall be transacted at any special meeting of the stockholders.

Sec. 4. VOTING. At all meetings of the Stockholders all questions, the manner of deciding which is not specifically regulated by statute, shall be determined by a majority voted of the Stockholders present in person or by proxy; provided, however, that any qualified voter may demand a stock vote, in which case each Stockholder present, in person or by proxy, shall be entitled to cast one vote for each share of stock. All voting shall be via voice, except that a stock voted shall be by ballot, each of which shall state the name of the Stockholder voting, and in addition, if such ballot be cast by proxy, each proxy shall be in writing, signed and mailed in or given to another member to be surrendered for count at the meeting. The casting of all votes at special meetings of stockholders shall be governed by the provisions of the Corporation Laws of this state.

Sec. 5. ORDER OF BUSINESS. The order of business of all meetings of the stockholders shall be as follows:

1. Roll Call.
2. Proof of notice of meeting or waiver of notice.
3. Reading of minutes of preceding meeting.
4. Reports of Officers.
5. Reports of Committees.
6. Election of Inspectors of Election.
7. Election of Directors.
8. Unfinished Business
9. New Business.

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**ARTICLE II  
DIRECTORS**

Sec. 1. NUMBER. The affairs and business of this Corporation shall be managed by a Board of five (5) Directors, who shall be stockholders of record, and at least one of such Directors shall be a resident of the State of Florida and a citizen of the United States.

Sec. 2. HOW ELECTED. At the Annual Meeting of Stockholders, the five (5) persons receiving a plurality of the votes cast shall be Directors and shall constitute the Board of Directors for the ensuing year.

Sec. 3. TERM OF OFFICE. The term of office of each of the Directors shall be one year, and thereafter until his successor has been elected.

Sec. 4. DUTIES OF DIRECTORS. The Board of Directors shall have the control and general management of the affairs and business of the Corporation. Such Directors shall in all cases act as a Board, regularly convened, by a majority and they may adopt such rules and regulations for the conduct of their meetings and the management of the Corporation, as they may deem proper, not inconsistent with these By-Laws and the Laws of the State of Florida.

Sec. 5. DIRECTORS' MEETINGS. Regular meetings of the Board of Directors shall be held immediately following the Annual Meeting of the Stockholders, and at such other times as the Board of Directors may determine. Special meetings of the Board of Directors may be called by the President at any time, and shall be called by the President or the Secretary upon the written request of two directors.

Sec. 6. NOTICE OF MEETINGS. Notice of meetings, other than the regular annual meeting shall be given by service upon each Director in person, or by mailing to him at his last known post office or e-mail address, at least five days before the date therein designated for such meeting including the day of mailing, or a written or printed notice thereof specifying the time and place of such meeting, and the business to be brought before the meeting and no business other than that specified in such notice shall be transacted at any special meetings. At any meeting at which every member of the Board of Directors shall be present, although held without notice, any business may be transacted which might have been transacted if the meeting had been duly called.

Sec. 7. QUORUM. At any meeting of the Board of Directors, a majority of the Board shall constitute a quorum for the transaction of business, but in the event of a quorum not being present, a less number may adjourn the meeting to some event of a quorum not being present, a less number any adjourn the meeting to some future time, not more than ten days later.

Sec. 8. VOTING. At all meetings of the Board of Directors, each Director is to have one vote.

Sec. 9. VACANCIES. Whenever any vacancy shall occur in the Board of Directors by death, resignation, removal or otherwise, the same shall be filled without undue delay by a majority vote by ballot of the remaining members of the Board at a Special meeting which shall be called for that purpose. Such election shall be held within sixty days after the occurrence of such vacancy. The person so chosen shall hold office until the next annual meeting or until his successor shall have been chosen at a special meeting of the Stockholders.

Sec. 10. REMOVAL OF DIRECTORS. Any one or more of the Directors may be removed either with or without cause, at any time by a vote of a majority of the Stockholders, at any special meeting called for the purpose, or at the annual meeting.

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**BY LAWS**

**ARTICLE III  
OFFICERS**

Sec. 1 NUMBER. The officers of this Corporation shall be:

1. President
2. Vice-President
3. Secretary
4. Treasurer

Sec. 2 ELECTION. All officers of the Corporation shall be elected annually by the Board of Directors at its meeting held immediately after the meeting of stockholders, and shall hold office for the term of one year or until their successors are duly elected.

Sec. 3. DUTIES OF OFFICERS. The duties and powers of the officers of the Corporation shall be as follows:

**PRESIDENT:**

The President shall preside at all meetings of the Board of Directors and stockholders.

He shall present at each annual meeting of the Stockholders and Directors a report of the condition of the business of the Corporation.

He shall cause to be called regular and special meetings of the Stockholders and Directors in accordance with these By-Laws.

He shall appoint and remove, employ and discharge, and fix the compensation of all servants, agents, employees and clerks of the Corporation other than the duly appointed officers, subject to the approval of the Board of Directors.

He shall sign and make all contracts and agreements in the name of the Corporation, and see that they are properly carried out.

He shall see that the books, reports, statements and certificates required by the statutes are properly kept, made and filed according to law.

He shall enforce these By-Laws and perform all the duties incident to the position and office, and which are required by law.

**VICE-PRESIDENT**

During the absence and inability of the President to render and perform his duties or exercise his powers, as set forth in these By-Laws or in the acts under which this Corporation is organized, the same shall be performed and exercised by the Vice-President; and when so acting, he shall have all the powers and be subject to all responsibilities hereby given to or imposed upon such President.

**SECRETARY**

The Secretary shall keep the minutes of the meetings of the Board of Directors and of the Stockholders in appropriate books.

He shall give and serve all notices of the Corporation.

He shall be custodian of the records and of the seal, and affix the latter when required.

He shall present to the Board of Directors at their stated meetings all communications addressed to him officially by the President or any officer or shareholder of the Corporation.

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He shall attend to all correspondence and perform all the duties incident to the office of Secretary.

**TREASURER**

The Treasurer shall have the care and custody of and be responsible for all the funds and securities of the Corporation, and deposit all such funds in the name of the Corporation in such bank or banks, trust company or trust companies or safe deposit vaults as the Board of Directors may designate.

He shall sign, make, and endorse in the name of the Corporation, all checks, drafts, warrants and orders for the payment of money and pay out and dispose of same and receipt therefore, under the direction of the President or the Board of Directors.

He shall exhibit at all reasonable times his books and accounts to any director or stockholder of the Corporation upon application at the office of the Corporation during business hours.

He shall render a statement of the condition of the finances of the Corporation at each regular meeting of the Board of Directors, and at such other times as shall be required of him, and a full financial report, at the annual meeting of the stockholders.

He shall keep at the office of the Corporation, correct books of account of all its business and transactions and such other books of account as the Board of Directors may require.

He shall do and perform all duties appertaining to the office of Treasurer.

Sec. 4 BOND. The Treasurer shall, if required by the Board of Directors, give to the Corporation such security for the faithful discharge of his duties as the Board may direct.

Sec. 5 VACANCIES, HOW FILLED. All vacancies in any office shall be filled by the Board of Directors without undue delay, at its regular meeting, or at a meeting specially called for that purpose.

Sec. 6. COMPENSATION OF OFFICERS. The officers shall receive such salary or compensation as may be determined by the Board of Directors.

Sec. 7. REMOVAL OF OFFICERS. The Board of Directors may remove any officer, by a majority vote, at all time, with or without cause.

**ARTICLE IV**

**SEAL**

Sec.1. SEAL. The seal of the Corporation shall be in a form as required by Florida law..

**ARTICLE V**

**CERTIFICATES OF STOCK**

Sec.1 STOCK OWNERSHIP. Each member in the Club shall be deemed to own one share of Stock. No Stock Certificates will be issued. When a Club member resigns and his membership fee is returned, the share of Stock will be deemed to have been returned to the Corporation.

**ARTICLE VI**

**MEMBERSHIP**

Sec.1 This Corporation has been incorporated as a stock corporation under the laws of the State of Florida, but it is a non-profit company and will be operated as such. The net savings or surplus remaining after all operating costs and other expenses have been paid shall remain in the Club's treasury for the purchase of new equipment,

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for contingencies, or for the purpose of reducing the hourly rates for flying as shall be determined by the Board of Directors. In any event, under no circumstances shall any net savings be distributable to the members in a form of dividend or otherwise for their individual use, nor will the ownership of stock entitle any member of the declaration of any dividend or other financial benefit, besides membership in the Corporation and the benefits of membership specified herein and in the Operations Rules. Upon liquidation of the Corporation, each Club member (Shareholder) will be paid a maximum amount set as the membership value by the Board of Directors, as funds are available. If funds are insufficient to pay this amount members will be paid a prorata share of funds available. Available funds will be determined after all bills, expenses and contingency expenses have been provided and approved by the Board of Directors. In the event that there are excess funds after paying all members and providing for all bills, expenses, and contingencies, those excess funds will be donated to AOPA's Air Safety Foundation, a charitable organization.

Sec. 2. **NEW MEMBERS.** New members may be admitted to the Corporation only after being approved by the Board of Directors. Membership shall be limited by current insurance regulations.

Sec. 3. **PAYMENTS.** A person elected to membership in the Corporation shall become a member upon payment of an initial fee to be determined by the Board. Each member in addition to this initial payment shall pay a monthly payment set by the Board. In addition, each member shall pay a specified hourly rate as required in the Operational Rules for each hour indicated by the tachometer on the aircraft flown by the member.

Sec. 4. **STOCK CERTIFICATES.** Upon receipt of the initiation fee and acceptance into membership, each new member shall be deemed to own a certificate for one (1) share of stock of the Corporation.

Sec. 5. **INDEMNIFICATION AND PERFORMANCE CONTRACT.** Simultaneously with his application into membership of the Corporation, each member shall execute a MEMBERSHIP AGREEMENT (the "Contract") and shall be held by the Board of Directors in the office of the Corporation, which Contract relates to the indemnification by all the Corporation members of certain officers who obligated themselves in connection with the financing of purchased aircraft, as well as relating to the prompt payment of equity and maintenance payments, flying time, assessments, etc. This Contract will become effective upon acceptance into the Club membership. Failure or refusal of a member to execute this Contract with application to the Club shall be a bar to membership.

Sec. 6. **WITHDRAWAL FROM MEMBERSHIP.** In the event a member wishes to withdraw from the Corporation, he shall notify the Corporation of such desire in writing. Within thirty (30) days from the receipt of such notification, provided the member is in good standing in all respects, the Corporation shall pay to the withdrawing member a sum as predetermined by the Board set annually as of January 1 of such stock. If the member is in arrears in the payment of any payment or charges, or otherwise is indebted to the Corporation, such arrearages or indebtedness shall be deducted from the book value payment.

Sec. 7. **EXPULSION.** Any member who has failed to pay any monthly payments, flying time or assessments when due, shall be subject to penalties contained in the above mentioned Contract. Any member who has violated his Contract including failure to pay any sums due the Corporation is subject to expulsion. Failure to pay any sums due the Corporation shall be considered as an indication that the member intends to withdraw from membership, and he/she thereupon automatically shall be suspended from flying aircraft of the Corporation. In addition, a member may be expelled from membership by a vote of two-thirds of the members voting at any regular meeting of the membership, or any special meeting called to consider the matter. If expulsion is contemplated by a vote of the membership, the member affected shall be provided with ten (10) days written

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notice in advance of such regular or special meeting, and he shall have the right to be heard at the meeting, either in person or by counsel.

**ARTICLE VII  
AIRCRAFT MAINTENANCE COORDINATOR**

Sec. 1. The Aircraft Maintenance Coordinator (“Maintenance Coordinator”) shall be responsible for coordinating any repairs to the aircraft by an appropriate entity or individual that are identified by his observation or brought to his attention by any Club member. The Maintenance Coordinator shall ensure that a certified Airframe and Powerplant Mechanic (“A&P”) is used for any repairs and that all proper log book documentation are prepared and entries are made to the Aircraft Log Books. The Maintenance Coordinator shall coordinate with the A&P to review all compliance with inspections, major overhauls which are required and for complying with all service bulletins applicable to the aircraft.

**ARTICLE VIII  
CHIEF PILOT**

Sec. 1 The Chief Pilot shall be appointed by the Board of Directors and Officers, and his appointment shall be reviewed annually or as deemed necessary by the Board of Directors and Officers. The Chief Pilot will be responsible for the initial check-out of all new members in each of the Corporation aircraft. In the absence of the Chief Pilot, any Officer of the Corporation may assign initial check-out responsibility to one/more other Corporation Designated Flight Instructors. The Chief Pilot will instruct other Flight Instructors on the Corporation By-Laws and Operating Rules, safe operations of the Corporation aircraft and local procedures for community sensitive operations, and recommend their approval or disapproval, as Corporation Designated Flight Instructors, to the Board of Directors and Officers.

**ARTICLE IX  
SAFETY BOARD AND HEARINGS**

Sec. 1 A safety board may be appointed by the Board of Directors of the Corporation on the occasion of any accident or incident involving either aircraft of the Corporation or a member of the Corporation, or equipment of the Corporation. Such safety board shall consist of three (3) members of the Corporation, in good standing, none of whom were involved in the particular incident to be investigated. The safety board promptly shall take all steps necessary to ascertain the facts, conditions and circumstances surrounding the accident or incident in order to arrive at findings and conclusions regarding the probable cause and the responsibility for the said accident, and shall make known its findings and conclusions in writing to the Board of Directors of the Corporation and to all parties involved in the accident.

Sec.2 Upon receipt of the findings and conclusions of the safety board concerning an accident or incident involving either corporate aircraft or a corporation member or corporation equipment as heretofore provided, the Board of Directors shall offer to all parties involved in the accident the opportunity of a hearing. After the hearing or if such hearing is waived by all parties involved in the accident, the Board of Directors shall decide the question of financial responsibility of the member. Such decision of the Board of Directors shall be final.

Sec. 3. The Board of Directors shall not impose financial responsibility on any one member in excess of the amount deductible under the insurance policy covering the particular damage concerned, but if the damage results from a violation which relieves the corporate insurance carrier of liability, then the responsible party shall be



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liable for the full amount of the damage sustained. In such case, the Board shall make recommendations to be approved by the Corporation membership.

Sec.4 Any financial obligation imposed upon any member as a result of the decision of the Board of Directors hereunder shall be satisfied within thirty (30) days, failing which the member shall be liable to expulsion in accordance with other provision of these By-Laws.

**ARTICLE X  
MAJOR EXPENSES**

Sec.1 Should the Board of Directors decide to incur an expense in excess of \$80,000 and if the members of the Board are unanimous in such desire, a special meeting of the membership shall be called upon at least 24 hours notice and any such expenditure may be authorized at such meeting by a vote of at least two-thirds of the members present in favor thereof, provided that such two-thirds constitute a majority of the membership.

**ARTICLE XI  
OPERATIONS RULES**

Sec.1 The Board of Directors, with the acquiescence of the Corporation membership, shall provide and maintain a set of rules for operation of the corporate aircraft. Any member who violates an operations rule so adopted shall be liable to expulsion under these By-Laws.

**ARTICLE XII  
PROXY**

Sec.1 A proxy duly signed and dated by a member may be presented at any meeting of the Corporation by any person to whom it has been presented by the member and may be voted by that person in accordance with the instructions of the member, or, if no instructions have been given, freely in accordance with the decision of the holder of the proxy.

**ARTICLE XIII  
AMENDMENTS**

Sec. 1 **HOW AMENDED.** These By-Laws may be altered, amended, repealed, or added to by an affirmative vote of the stockholders representing a majority of voting stockholders, at an annual meeting or at a special meeting called for that purpose, provided that a written notice shall have been sent to each stockholder of record at his last known post office or e-mail address, at least ten days before the date of such annual or special meeting, which notice shall state the alterations, amendment or changes which are proposed to be made in such By-Laws. Only such changes as have been specified in the notice shall be made. If, however, a majority of the stockholders shall be present at any regular or special meeting, these By-Laws may be amended by a unanimous vote without any previous notice.

Articles of Amendment  
to  
Articles of Incorporation  
of

Pompano Senior Squadron Flying Club, Inc.

(Name of Corporation as currently filed with the Florida Dept. of State)

365975

(Document Number of Corporation (if known))

Pursuant to the provisions of section 607.1006, Florida Statutes, this *Florida Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

\_\_\_\_\_ The new name must be distinguishable and contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or "Co.," or the designation "Corp.," "Inc.," or "Co." A professional corporation name must contain the word "chartered," "professional association," or the abbreviation "P.A."

B. Enter new principal office address, if applicable:  
(Principal office address MUST BE A STREET ADDRESS)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

C. Enter new mailing address, if applicable:  
(Mailing address MAY BE A POST OFFICE BOX)

\_\_\_\_\_

\_\_\_\_\_

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent \_\_\_\_\_

(Florida street address)

New Registered Office Address: \_\_\_\_\_ Florida \_\_\_\_\_  
(City) (Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

\_\_\_\_\_  
Signature of New Registered Agent, if changing

Check if applicable

The amendment(s) is/are being filed pursuant to s. 607.0120 (1) (e), F.S.

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:

(Attach additional sheets, if necessary)

Please note the officer/director title by the first letter of the office title:

P = President; V= Vice President; T= Treasurer; S= Secretary; D= Director; TR= Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change, Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

Example:

Change            PT     John Doe  
 Remove            V       Mike Jones  
 Add                 SV      Sally Smith

Type of Action (Check One)	Title	Name	Address
1) <input type="checkbox"/> Change	<u>P,D</u>	<u>Ara Yanikian</u>	<u>4414 NW 83rd Lane</u>
<input type="checkbox"/> Add			<u>Coral Springs, FL 33319</u>
<input checked="" type="checkbox"/> Remove			
2) <input checked="" type="checkbox"/> Change	<u>P,D</u>	<u>Gregory Gilhooly</u>	<u>1421 S Ocean Blvd ,Suit 102</u>
<input type="checkbox"/> Add			<u>Pompano Beach, FL 33062</u>
<input checked="" type="checkbox"/> Remove			
3) <input checked="" type="checkbox"/> Change	<u>S,D</u>	<u>Gregor Gilhooly</u>	<u>1421 S. Ocean Blvd Suit 102</u>
<input type="checkbox"/> Add			<u>Pompano Beach FL 33062</u>
<input checked="" type="checkbox"/> Remove			
4) <input type="checkbox"/> Change	<u>S,D</u>	<u>Gregory Galyo</u>	<u>4496 SW 37th Avenue</u>
<input checked="" type="checkbox"/> Add			<u>Ft Lauderdale ,FL 33312</u>
<input type="checkbox"/> Remove			
5) <input checked="" type="checkbox"/> Change	<u>D</u>	<u>Robert Breenen</u>	<u>1733 NE 38th Street</u>
<input type="checkbox"/> Add			<u>Oakland Park FL 33334</u>
<input checked="" type="checkbox"/> Remove			
6) <input type="checkbox"/> Change	<u>D</u>	<u>Gregory Worley</u>	<u>990 NE 27th Ave</u>
<input checked="" type="checkbox"/> Add			<u>Pompano Beach FL 33062</u>
<input type="checkbox"/> Remove			



May 12, 2020

The date of each amendment(s) adoption: \_\_\_\_\_, if other than the date this document was signed.

Effective date if applicable: \_\_\_\_\_  
(no more than 90 days after amendment file date)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Adoption of Amendment(s) (CHECK ONE)

- The amendment(s) was/were adopted by the incorporators, or board of directors without shareholder action and shareholder action was not required.
- The amendment(s) was/were adopted by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.
- The amendment(s) was/were approved by the shareholders through voting groups. *The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):*

"The number of votes cast for the amendment(s) was/were sufficient for approval  
by Unanimous Board of Directors approval 5 of 5 Board Members  
\_\_\_\_\_ (voting group)"

May 29, 2020  
Dated \_\_\_\_\_

Signature \_\_\_\_\_  
(By a director, president or other officer - if directors or officers have not been selected, by an incorporator - if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Gregory Gilhooly  
\_\_\_\_\_  
(Typed or printed name of person signing)

President, Pompano Senior Squadron Flying Club Inc.  
\_\_\_\_\_  
(Title of person signing)

POMPANO BEACH FLYING CLUB

Revision 05-21-14

APPLICATION FOR MEMBERSHIP

All portions of this application must be completed for it to be considered for approval. The application should be typed or printed. Questions may be referred to Carl Kennedy, 304-552-0206. The application and other required documents should be mailed to the following address:

Pompano Beach Flying Club
C/O Carl Kennedy, Treasurer
2929 S. Ocean Blvd. Ste. 610
Boca Raton, FL 33432

The following items must be submitted with the application:

- 1 A copy of your pilot's certificate
2 A copy of your current FAA Medical Certificate
3 A copy of your drivers license
4 A copy of your log book pages showing total logged flight time of at least 300 hours, or an Instrument Rating
5 A copy of your log book page showing the last Flight Review
6 A check for membership in the amount of \$1700 made out to Pompano Beach Flying Club.
This check will be held by the Treasurer pending an opening in the club and review of the application. When the application is approved, the applicant will be notified of acceptance and a request to deposit the membership amount. If the applicant approves the deposit, the funds will be sent to the bank and the applicant will be notified regarding the procedure to obtain plane checkouts.

Note: Applicants, as well as members, are encouraged to attend the Club meetings held at American Flyers at KPMP the second Wednesday of each month, starting at 1800 and lasting approximately 1 1/2 hours.

Applicant Personal Experience:

Date Submitted 11/30/2018 D.O.B.

Name Hill Lloyd
Last First MI

Address Pompano Beach
Street City/State Zip

If less than 5 years Previous Address
Street City/State Zip

Employed by:

If less than 5 years Previous Employer

Contact information
Home Phone # Work Phone # Cellular Phone # E-mail Address

Spouse First Name

POMPANO BEACH FLYING CLUB

Revision 05-21-14

APPLICATION FOR MEMBERSHIP

Applicant Experience and History:

Logged Flight Hours:

Total Logged Flight Time-

Total Logged Flight Time in Aircraft having greater than 210 HP-

Total logged PA-32 Flight Time (Cherokee 6, Saratoga) -

Certificates (circle) Ratings (circle)

Private/ Commercial/ ATP CFII/ CFII/ Instrument/ Other MEI; Flt Engineer; Gnd Instructor

Pilot Certificate #

Any Accidents

No (Attach Details)

Suspensions

No (Attach Details)

Any Incidents

No (Attach Details)

Pilot/Driver's License: Have you, within the past 12 months, had your pilot or driver's license surrendered, suspended or revoked; or been arrested for or charged with operating an aircraft or motor vehicle under the influence of drugs or alcohol.

Yes (Attach Details)

No X

I hereby make application for membership in Pompano Beach Flying Club. I affirm that this application is complete and accurate. I agree to abide by the By-Laws and Operational Rules of the Club as published and as properly modified in the future.

Signature

Date 11/30/2018

Referred by

(Name of person referring, if applicable)

# POMPANO BEACH FLYING CLUB

Revision 05-21-14

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- 2 A copy of your current FAA Medical Certificate
- 3 A copy of your drivers license
- 4 A copy of your log book pages showing total logged flight time of at least 300 hours, or an Instrument Rating
- 5 A copy of your log book page showing the last Flight Review
- 6 A check for membership in the amount of \$1700 made out to Pompano Beach Flying Club.

This check will be held by the Treasurer pending an opening in the club and review of the application. When the application is approved, the applicant will be notified of acceptance and a request to deposit the membership amount. If the applicant approves the deposit, the funds will be sent to the bank and the applicant will be notified regarding the procedure to obtain plane checkouts.

Note: Applicants, as well as members, are encouraged to attend the Club meetings held at American Flyers at KPMP the second Wednesday of each month, starting at 1800 and lasting approximately 1 1/2 hours.

### Applicant Personal Experience:

Date Submitted 11/30/2018

D.O.B. [REDACTED]

Name Hill Graham [REDACTED]  
Last First MI

Address [REDACTED] Pompano Beach [REDACTED]  
Street City/State Zip

If less than 5 years  
Previous Address [REDACTED] [REDACTED] [REDACTED]  
Street City/State Zip

Employed by: [REDACTED]

If less than 5 years  
Previous Employer [REDACTED]

Contact Information [REDACTED]

Home Phone #	Work Phone #	Cellular Phone #	E-mail Address
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Spouse First Name [REDACTED]



POMPANO BEACH FLYING CLUB

Revision 05-21-14

APPLICATION FOR MEMBERSHIP

Applicant Experience and History:

Logged Flight Hours:

Total Logged Flight Time- 0

Total Logged Flight Time in Aircraft having greater than 210 HP- 0

Total logged PA-32 Flight Time (Cherokee 6, Saratoga) - 0

Certificates (circle)
Ratings (circle)

Private/ Commercial/ ATP
CFI/ CFI/ Instrument/ Other Student

Pilot Certificate # Pending Any Accidents No Suspensions No
Any Incidents No

Pilot/Driver's License: Have you, within the past 12 months, had your pilot or driver's license surrendered, suspended or
revoked; or been arrested for or charged with operating an aircraft or motor vehicle under the influence
of drugs or alcohol.

Yes No X

I herby make application for membership in Pompano Beach Flying Club. I affirm that this application is
complete and accurate. I agree to abide by the By-Laws and Operational Rules of the Club as published
and as properly modified in the future.

Signature [Redacted]

Date 11/30/2018

Referred by (Name of person referring, if applicable)

# Pompano Beach Flying Club

## OPERATIONAL RULES

### 1. Flight Limitations:

- A. Members of the Pompano Beach Flying Club ("Club") shall observe, abide by and obey all applicable Federal Aviation Regulations, and state, local airport and Club rules. Also, members are additionally limited by the following:
  - 1. No member of the Club shall execute any maneuver that is prohibited or restricted according to the aircraft operations manual.
  - 2. The aircraft shall be operated only to and from those landing areas that are shown on sectional charts. Operations from other landing areas will be permitted only upon the prior approval of the Board of Directors.
  - 3. Use of the Club aircraft for commercial purposes is prohibited.
  - 4. Use of the Club aircraft for charitable purposes is prohibited.
  - 5. Smoking or the consumption of alcohol by a member or passengers while operating a Club aircraft is strictly prohibited.

### 2. Pilot Eligibility:

- A. Only a Club member and Club approved CFI may operate a Club aircraft.
  - 1. An exception to this may be certain maintenance personnel outside of the Club that are insured and provide proof of this insurance to the Club's Maintenance Coordinator.
- B. A Club member shall be Pilot-In-Command ("PIC") of Club aircraft at all times except club approved CFI.
  - 1. The PIC shall occupy the left front seat unless approved by the Chief Pilot to fly from the right seat. Only a Club approved member or instructor may fly or instruct from the right seat and be PIC.
  - 2. Authorization to operate a Club aircraft as PIC from other than the normal solo/PIC position will be considered only for members actively engaged in preparation for an Instructor Rating.
  - 3. Authorization (logbook endorsement) will be given only by a Club approved instructor following demonstrated competence in Club aircraft.
  - 4. The PIC status of a member during the scheduled period of use must be indisputable. In this regard, a licensed or unlicensed non-member is not permitted to occupy the left front seat.
  - 5. Student pilots cannot be PIC except during SOLO flight approved and endorsed by their CFI.

(The purpose of Pilot Eligibility Rules is to ensure that the responsibility for a Club aircraft as may be determined by FAR would never be with a non-member)
- C. All Flying Club members must meet the following Club Insurance requirements (*flying in violation of these requirements VOIDS the insurance coverage for the Club as well as the operating pilot*)
  - 1. Must be a Club member.
  - 2. Have a Student, Private, Commercial, or Airline Transport Pilot Certificate with at least Private Pilot privileges for the Airplane, Single Engine Land category and class rating.

## Pompano Beach Flying Club OPERATIONAL RULES

3. Have a current and valid medical certificate

Have satisfied all recurring training and recent flight experience requirements under 14CFR 61.56 and 61.57 and provide the Chief Pilot with copies of appropriate logbook entries showing 61.56 compliance (flight reviews).

4. Have received a checkout from, and written approval of, a Certified Flight Instructor ("CFI") in the same make and model as the insured aircraft. If checkout is done in lesser size aircraft limitations will be imposed. (The CFI must either be the Club's Chief Pilot or a Club CFI approved by the Club's Chief Pilot)
  5. Additional Requirements to fly the Cherokee 6:
    - a) Have at least 200 hours of total logged flight time;
    - b) Have at least 5 hours logged pilot time in the same make and model as the insured aircraft if the pilot has 25 hours or more in aircraft with horsepower equal to or greater than 210 or;
    - c) Have at least 10 hours logged pilot time in the same make and model as the insured aircraft if the pilot has less than 25 hours logged pilot time in aircraft with horsepower equal to or greater than 210;
    - d) Have at least 3 hours logged pilot time in the same make and model as the insured aircraft in the preceding 180 days, or have taken and passed a currency check-out in the insured aircraft, and written approval from a CFI in the preceding 45 days;  
Note: A member may receive dual flight instruction in the insured aircraft from a (Club Member) Certified Flight Instructor to meet these requirements.
- D. Club aircraft may not be flown by members who are on a "NO-FLY" status. No-Fly is defined as those members with accounts that have not been paid by the end of the grace period of 14 days or who do not meet the requirements of section 2C.

### 3. Reservations:

- A. All flying time shall be scheduled in advance of the proposed flight. All flight reservations shall be made using the on-line Schedule Master reservations system or may be adjusted by calling 1-800-414-6114 at Schedule Master. All flights must be reflected in Schedule Master before start of flight and checkout.
- B. Any member more than 60 minutes late for his/her appointment shall forfeit the remainder of his/her period to any member desiring it. Prior to taking the plane, every effort should be made to contact the no-show member. Members must update reservation in Schedule Master when any delays or cancellation occur one hour in advance. Cancellations due to weather at home base or destination are an exception to this rule.
- C. Trips that are seven (7) days or longer in duration and meet the trip guidelines (see E below) must be approved in advance by the President. The member must e-mail an extended trip request to the President and the Maintenance Coordinator a minimum of two weeks prior to the intended trip. The President will notify the member of final approval or denial based on plane maintenance schedules or other issues.
- D. Members are responsible to schedule planes according to the following trip guidelines (exceptions may be made with Board Approval based on trip circumstances)

## Pompano Beach Flying Club OPERATIONAL RULES

- E. Max 3 reservations is allowed at any time for same pilot.
- i. Any single reservation for seven (7) days or more requires that the aircraft, (upon its return) remain available for a like period before the next extended reservation.
  - ii. Fourteen (14) consecutive days shall be the maximum single plane reservation. During such a reservation, the remaining aircraft cannot be reserved for more than seven (7) consecutive days.
- G. Minimum Tach Time. No minimum tach time is currently being charged for minimum use of the aircraft provided there is an aircraft generally available for use by other members. If any member abuses this privilege and complaints are made by other members, the Board will consider action to be taken. The Board of Directors will consider Minimum Tach Time for an extended trip request.

#### 4. Responsibility:

- A. It is the responsibility of each member to keep his/her account current and not exceed maximum outstanding balance. Any amounts due are required to be paid by the 15<sup>th</sup> of each calendar month. If a member fails to pay any amounts due by the due date of the 15<sup>th</sup> of each month plus a seven (7) day grace period, the member is automatically placed on a "NO-FLY" status without any notification by the Club.
- B. Any member who has failed to pay in full by the 22th will incur a late charge of 10% . Any member who incurs a late fee twice in a 12-month period will be required to put a credit card on file. If a member's payment is not received by the 25th of the month, he or she will be suspended from using Club aircraft, and all schedules between the 26th of the current month and 15th of the following month will be deleted. If payment is not made by the 15th of the following month, all future reservations will be deleted. The member will be reinstated after his or her account is made current, but reservations lost due to the suspension can only be rescheduled if that time is still available.
- C. In all cases, whether local or cross-country, it will be the responsibility of the member using the aircraft to make a pre-flight inspection prior to each flight. Complete the preflight in ScheduleMaster for the aircraft in use.
- D. Any member during pre-flight finding an aircraft dirty or with damage is responsible for reporting the dirt or damage and should note this in Schedule Master, under "Resource Info Tab", "Maintenance", "Squawks", "Aircraft".
- E. Problems involving safety of flight or airworthiness must be noted in the aircraft "Squawk section in Schedule Master. A notice or grounding placard should be placed on the yoke if grounding the aircraft is appropriate.
- F. All damage or problems entered in Schedule Master must also be reported to one of the Board Members by e-mail at member's earliest convenience.
- G. It is the responsibility of the operating pilot to check the last recorded tach time prior to flight.
- H. After each flight, the member shall leave the aircraft in a clean condition.
- I. After flights to Bahamas, the plane needs to be completely hosed down.

## Pompano Beach Flying Club OPERATIONAL RULES

- J. After each flight, the member shall conduct a full post-flight check and complete the postflight in ScheduleMaster including tach times start and end. The aircraft to be placed in its tie-down position unless the next member to fly is on hand to take over.
- K. Each member is responsible for refueling to the tabs and properly securing the aircraft after his or her use of the aircraft. If returning after the fuel facilities are closed, the member must contact and notify the next scheduled user of the aircraft, and telephone a request to the fuel supplier for fuel on the following morning. Proper refueling is to the tabs.
- L. Smoking or E-cigarettes is not allowed in any of the Club aircraft or in the Club hangar
- M. Any lost aircraft Key will result in a replacement charge per key.
- N. The keys remain the property of the Club and must be returned to the Board of Directors upon resignation of membership or upon request from the Board of Directors.
- O. Each club member shall make his/her logbook available for review by the Board of Directors upon request by a majority vote by the Board.
- P. Each club member shall report to the Board of Directors immediately any aircraft accident or incident, whether in a club or non-club aircraft; or surrender, suspension, or revocation of their pilot or driver's license, or any arrest or charge for operating an aircraft or motor vehicle under the influence of drugs or alcohol.

### 5. Member Fees (See Attachment "A" for Current Fee Rates):

- A. Members will be charged fees, or receive credits, as prescribed by the Board of Directors for the following-
  - 1. Tach Time
  - 2. Monthly Dues
  - 3. Late Fees, lost keys, cleanliness of aircraft
  - 4. Credits for Fuel and Oil
  - 5. Credits for Maintenance
- B. **Tach Time.** Each member will be charged for aircraft time as indicated by the tachometer on each aircraft flown by that member.
- C. **Monthly Dues.** Each member will be charged monthly dues as prescribed by the Board of Directors.
- D. **Late Fees, Lost Keys, Cleanliness of aircraft.** We now pay as we fly. A grace period of fourteen (14) days will be given to allow for mail time and other delays. Each member will be charged a late fee of 10% if received after the 14 Days grace period. Any members who incurs a late fee twice in 12 months will be required to put a credit card on file.
- E. **Lost Keys,** there will be a 10.00 \$ fee for each of the lost keys.
- F. **Aircraft not properly checked in including refueling,** there will be a fee for not properly check in the plane after flight and properly secured and cleaned. 1<sup>st</sup> offence -warning, 2<sup>nd</sup> offence 35.00 \$ fee.  
Upon more than 2 offences, member could be expelled by the board.
- G. **Credits for Fuel and Oil.** On cross-country flights all fuel, oil and routine service bills, except airport tolls and hanger fees, paid by the member will be deducted from his/her account after such receipts are presented to the Treasurer. Fuel cost will be credited up to SheltAir average monthly fuel cost per Gallon. See attachment A 1a

## Pompano Beach Flying Club OPERATIONAL RULES

- H. **Credits for Maintenance.** Any maintenance expenses exceeding \$400 must be approved by the Club's Maintenance Coordinator, his assistant, or any Club Officer, if practicable. All receipts must indicate the aircraft number, date, service or fuel/oil itemized and rendering dealer. All authorized maintenance will be credited to the members account (or paid to the member) after receipts are presented to the Treasurer. All receipts must indicate the aircraft number, date, service or fuel/oil itemized and rendering dealer. Exceptions will be made for any emergency repairs as deemed necessary by the Maintenance Coordinator or board member

### 6. Violations and Expulsions:

- A. **Violation of Rules.** A violation of any of the rules by a member renders him/her liable to expulsion, a temporary flight suspension, a monetary fine, or any combination of the above; as determined by the Board of Directors. Expulsion from the Club will be considered in certain cases upon two-thirds vote of Club members in a "Special Meeting". Expulsion will be considered for repeated late payments of invoices past the grace period, or for use of a club aircraft by members in a No-fly status, or other repeated violations where the member have been found liable at least twice before.
- B. **Automatic Expulsion.** Certain infractions are considered extreme and are grounds for automatic expulsion without a meeting of the Board of Directors or a vote by the Club. These infractions include-
- Non-payment of all amounts owed to club which exceeding the maximum balance owed ref attachment A4.
  - Use of a club aircraft in violation of the Club's insurance requirements.

7. **Inactive member** status may be granted by the Board of Directors upon request by a member when the member will be out of town or unavailable for approximately 6 months or more and desires to leave his equity in the club. No dues or fees will be charged to an inactive member. An Inactive member may return to active status upon request and will be given priority over other applicants at the time. May also be subject to a club CFI check out per paragraph 2.

### 8. Changes and Amendments:

- A. Changes to, or amendments to these Operational Rules may be approved only by the majority vote of the Board of Directors or by a majority vote of the Club members present at a regular Club meeting.

# Pompano Beach Flying Club OPERATIONAL RULES

## ATTACHMENT "A"

1. Hourly Rate	N47LH & N30877	Piper Archer	\$ 140.00 per hour wet rate based on tachometer time.
	N8633E & N7696F	Warrior	\$ 115.00 per hour wet rate Based on tachometer time.
	N2921S	Cherokee 6-300	\$ 120.00 per hour dry rate based on tachometer time.
	N81250	Warrior	\$ 75.00 per hour dry rate Based on tachometer time

2. Fuel purchased by members will be reimbursed at the rate/gallon the club is charged by SheltAir. Submit your fuel receipt with your payment and your next bill will be credited.

3. Monthly Dues \$ 165.00

4. Maximum outstanding balance on account, \$500.00

5. Late Fees 10% if amount owed to Club is not received by the 22<sup>nd</sup> of the month

6. New Member Referral Fee. \$100 awarded to a member who refers someone who joins the Club.

7. Membership in Club is limited to 16 members per aircraft active members. An inactive member is defined as a member who has been granted an inactive status under section 7. The Club's membership may be increased based on the number of inactive members.

8. Membership Fee non-refundable is 499.00\$ plus a 1.00 \$ cost of one share in the club.

An individual is considered a member when he or she has submitted a properly prepared Application which meets membership criteria and has paid the Membership Fee. When a Member withdraws from the Club, the cost of the share will be refunded.

**ABOVE RATES ARE SUBJECT TO CHANGE AT THE DISCRETION OF THE BOARD OF DIRECTORS.**