

IN THE COUNTY COURT IN AND FOR BROWARD COUNTY FLORIDA

**Steven J. Borer,
Plaintiff,**

vs.

**Pompano Senior Squadron Flying Club, Inc.,
D/B/A Pompano Beach Flying Club,
Defendant.**

Case No.: COWE 20 22099 (81)

DISCLOSURE OF PLAINTIFFS EVIDENCE AND WITNESS LIST:

Now comes Steven J. Borer, Plaintiff proceeding *Pro Se*, to respectfully ask the Court to introduce the following exhibits for trial.

Exhibit 1: Plaintiff's completed Application for Membership dated 4/12/2018.

Exhibit 2: Plaintiff's email to Club Treasurer asking to withdraw from the Club dated 11/27/2018.

Exhibit 3: Plaintiff's year end 2018 club invoice showing invoice amount due and payments made to the club.

Exhibit 3: Complete Club by-laws dated 5/5/10, in effect during 2018. (Only relevant pages were filed with the original statement of claim)

Exhibit 4: Complete Club operational rules including "Attachment A", dated 10/11/13, in effect during 2018.

The following exhibits were filed with the original statement of claim filed 10/19/2020.

Exhibit 5: Plaintiff's bank statement showing check #1177 written to club for \$1,700 membership fee dated 4/12/2018.

Exhibit 6: Plaintiff's Club invoices for flying and corresponding bank statements showing payments.

Exhibit 7: Before mentioned club by-laws relevant sections to membership fee.

Exhibit 8: Printed text message from Club Treasurer Mr. Carl Kennedy regarding Plaintiff's membership fee status.

Exhibit 9: Letter from Mr. Greg Gilhooly, Club President regarding the Club's decision to value the withdrawing members share value to \$1 dated May 5, 2020.

Plaintiff has also filed a motion with the Court for the Defendant to produce the following evidence at trial. These exhibits are as follows:

Exhibit 10: Club meeting minutes from 2018 and 2019: Specifically meeting minutes where the Club Directors set the membership fee for the corresponding year in accordance with the club by-laws.

Exhibit 11: Club bank records for 2018 and 2019: Specifically each and every instance where a membership fee was recorded as being returned to a withdrawing club member.

Exhibit 12: Club financial records furnished/reported to members of the club during monthly club meetings for 2018, 2019, and 2020.

WITNESS LIST

1. Mr. Carl Kennedy
2. Mr. Michael Borer

Respectfully,



Steven J. Borer
601 NW 73rd Avenue
Plantation, FL 33317
borersj@g.cofc.edu

I HEREBY CERTIFY that the original of the foregoing was hand-delivered to the Clerk of the Court, and that a true and correct copy of the foregoing has been e-mailed to Defendant's Counsel, Edward Holodak, at the email addresses he filed (pleadings@holodakpa.com and edward@holodakpa.com) on the 30th of December 2020.

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. 510
 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 4/12-18 D.O.B. 1-24-95

Name Borer Steven J.
Last First MI

Address 601 NW 73rd Ave Plantation FL 33317
Street City/State Zip

If less than 5 years Previous Address 7012 Coventry Ct Tege Cay SC 29708
Street City/State Zip

Employed by: _____

If less than 5 years Previous Employer _____

Contact information 803-493-8565

Home Phone #	Work Phone #	Cellular Phone #	E-mail Address
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Spouse First Name N/A

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- _____

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

Certificates (circle)
Ratings (circle)

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

Pilot Certificate # _____ Any Accidents _____ Suspensions _____
(Attach Details) (Attach Details)

Any Incidents _____
(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 _____ No _____
(Attach Details)

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 [Signature]

Date 4-12-18

Referred by _____
(Name of person referring, if applicable)

12/5/2020

**** FILED: BROWARD COUNTY, FL Brenda D. Forman, CLERK 12/30/2020 12:40:00 PM.****

Borer flying club membership

From: Michael.Borer@jetblue.com,

To: clktax@aol.com,

Subject: Borer flying club membership

Date: Tue, Nov 27, 2018 11:56 am

Carl...

As I texted you, my son Steven has decided to pursue other avenues in aviation....he currently works for JetBlue at FLL.

I appreciate all you did getting him in the club and starting down the road to being a pilot, but for now we would like to withdraw from the club. Since he won't be doing this, I will not need to get checked out and fly with him either.

Again, thank you for the opportunity. If he changes his mind in the future, I hope you will consider us for membership again!

Best,

Mike

Captain Michael Borer

E190 LCA - BOS

803-517-4244

Sent from my iPad

Pompano Beach Flying Club
2929 South Ocean Boulevard Suite 510
Boca Raton, FL 33432

Statement

Date
12/31/2018

To:

Steven Borer
 601 NW 73rd Avenue
 Plantation, FL 33317

		Amount Due	Amount Enc.		
		\$49.90			
Date	Transaction	Amount	Balance		
04/30/2018	Balance forward		0.00		
05/23/2018	INV #18-05005. — New Member Fee \$1,700.00	1,700.00	1,700.00		
05/23/2018	PMT #1177.	-1,700.00	0.00		
05/31/2018	INV #18-05017. — Dues \$140.00 — 33E, 4.8 @ \$107.00 = 513.60	653.60	653.60		
06/21/2018	PMT #23876.	-653.60	0.00		
06/30/2018	INV #18-06010. — Dues \$140.00 — 33E, 9.5 @ \$107.00 = 1,016.50 — Discount - Dues \$-70.00	1,086.50	1,086.50		
07/17/2018	PMT #45346.	-1,086.50	0.00		
07/31/2018	INV #18-07014. — Dues \$140.00 — 33E, 5.7 @ \$107.00 = 609.90	749.90	749.90		
08/17/2018	PMT #78200.	-750.00	-0.10		
08/31/2018	INV #18-08017. — Dues \$140.00	140.00	139.90		
09/18/2018	PMT #60098.	-170.00	-30.10		
09/30/2018	INV #18-09012. — Dues \$140.00	140.00	109.90		
10/15/2018	PMT #57460.	-170.00	-60.10		
10/31/2018	INV #18-10013. — Dues \$140.00	140.00	79.90		
11/14/2018	PMT #17833.	-170.00	-90.10		
11/30/2018	INV #18-11010. — Dues \$140.00	140.00	49.90		
12/31/2018	INV #18-12012. VOID: — Dues \$0.00	0.00	49.90		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	0.00	49.90	0.00	0.00	\$49.90

**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.

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

BY LAWS

**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.

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

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.

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

BY LAWS

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,

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

BY LAWS

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

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

BY LAWS

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

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

BY LAWS

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.

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 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.
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.
- (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 Private, Commercial, or Airline Transport Pilot Certificate with at least Private Pilot privileges for the Airplane, Single Engine Land category and class rating.
 3. Have a current and valid medical certificate (at least Third Class).

Pompano Beach Flying Club OPERATIONAL RULES

4. 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).
5. Have at least 300 hours of total logged flight time, or, have an Instrument Rating.
6. Have received a checkout from, and written approval of, a Certified Flight Instructor ("CFI") in the same make and model as the insured aircraft. (The CFI must either be the Club's Chief Pilot or a Club CFI approved by the Club's Chief Pilot.)
7. Additional Requirements to fly the Cherokee 6:
 - a. Have at least 200 hours of total logged flight time-
 1. 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;
 2. 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.
 - b. 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 (the 15th plus 7 days, = the 22nd of the month) 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 on the on-line ScheduleMaster reservations system or may be adjusted by calling 1-800-414-6114 at ScheduleMaster.
- 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 notify the reservation site of any delay or cancellation 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 D 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) -
 - 1) Any single reservation for seven (7) days or more require that the aircraft, (upon its return) remain available for a like period before the next extended reservation.

Pompano Beach Flying Club OPERATIONAL RULES

- 2) 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.

4. Responsibility:

- A. It is the responsibility of each member to keep his/her account current. Any amounts due are required to be paid by the 15th of each calendar month. If a member fails to pay any amounts due by the due date of the 15th 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. 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.
- C. 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 the aircraft "Squawk Book".
- D. Problems involving safety of flight or airworthiness must be noted in the aircraft "Squawk Book", located in each aircraft and reported to the Maintenance Coordinator or his assistant. A notice or grounding placard should be placed on the yoke if grounding the aircraft is appropriate.
- E. All damage or problems entered in the Squawk Book must also be reported to the Maintenance Coordinator or his assistant by e-mail at member's earliest convenience.
- F. It is the responsibility of the operating pilot to check the last recorded tach time prior to flight. Any missing tach time should be indicated on the tach time ticket. The operating Pilot will be charged for missing tach time unless so noted on the tach time ticket.
- G. After each flight, the member shall leave the aircraft in a clean condition.
- H. After each flight, the member shall conduct a full post-flight check and place the aircraft in its tie-down position unless the next member to fly is on hand to take over.
- I. After each flight, the member is responsible for completing a tach ticket for the completed flight and placing the original copy in the mailbox located adjacent to the plane tie-down.
- J. 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.
- K. Each club member shall report to the Board of Directors within 48 hours 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
 4. Credits for Fuel and Oil
 5. Credits for Maintenance

Pompano Beach Flying Club OPERATIONAL RULES

- 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.** Invoices are due by the 15th of each month. A grace period of seven (7) days will be given to allow for mail time and other delays. Each member will be charged a late fee for payments of amounts due, including previous amounts outstanding, received by the Treasurer after the 22nd of the calendar month.
- E. **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.
- F. **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. 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.
- G. **Credits for Maintenance.** All maintenance must be authorized by the Club's Maintenance Coordinator, his assistant or, in their absence, any Club Officer. 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.

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 due date of the 15 of the month, or for use of a club aircraft by members in a No-fly status.
- 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 exceed the buy in amount, currently \$1,700.~~
 - Use of a club aircraft in violation of the Club's insurance requirements.

Pompano Beach Flying Club OPERATIONAL RULES

7. Changes and Amendments:

- A. Changes in, or amendments to these Operational Rules may be effected 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 | \$ 120.00 per hour wet rate based on tachometer time. |
| | N54476 | Cherokee 6-300 | \$ 165.00 per hour wet rate based on tachometer time. |

Note – Tachometer time is engine time at 2500 RPM.

1a. 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.

~~2. Monthly Dues \$140.00~~

3. Late Fees 10% of amount owed to Club not received by the 22nd of the month.

4. New Member Referral Fee. \$100 awarded to a person (not required to be a member) who refers someone who joins the Club.

5. Membership in Club is limited to 50 active members. An inactive member is defined as a member who has been granted an inactive status under item 7 below. The Club's membership may be increased based on the number of inactive members.

~~6. Membership Fee is \$1,700.~~

~~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 Membership Fee of \$1,700 will be refunded less any outstanding balances.~~

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.

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