

# ARMED FORCES AERO CLUB, INCORPORATED



**SAN DIEGO, CALIFORNIA**

## CONSTITUTION

and

## BY-LAWS

**October 26, 2022**

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**ARMED FORCES AERO CLUB, INCORPORATED**  
**SAN DIEGO, CALIFORNIA**

**CONSTITUTION**

**ARTICLE I - NAME**

The name of this organization shall be the ARMED FORCES AERO CLUB, INCORPORATED, hereinafter referred to as the Club.

**ARTICLE II - PURPOSE**

This Club is organized and operated exclusively for social and recreational purposes and as a nonprofit organization. No part of the net earnings shall inure to the benefit of any Club member or individual. This Club shall not engage in any attempts to influence legislation.

**ARTICLE III - BY-LAWS AND OTHER REGULATIONS**

The Club shall formulate By-Laws and other regulations which shall have the same force and effect as if contained within the body of this Constitution. Copies shall be readily available to the membership.

**ARTICLE IV - MEMBERSHIP**

Section 1. Membership eligibility shall be limited to members of the armed forces or the organized reserve components of the armed forces, any employee of the Federal Government, the State of California, the County of San Diego, Cities located within San Diego County, retired members of any of the above organizations, and the dependents or immediate family member of any Active Club member. The word "dependent" is defined as the spouse of an Active member, or the child of such member under 21 years of age, unmarried and deriving 50% or more of their income

and/or support from such member. "Immediate family" is defined as parent, brother, sister, or non-dependent children of an Active member.

Section 2. The Board of Directors shall be authorized to waive eligibility limitations when in the best interests of the Club.

## **ARTICLE V - OFFICERS AND BOARD OF DIRECTORS**

Section 1. The Officers of the Club shall be the President, the Vice President, the Treasurer, the Secretary, the Maintenance Officer, the Operations and Safety Officer, and the Training Officer. This group of Officers shall be designated as the Board of Directors hereinafter called the Board. Members of the Board shall be Active Club members and shall rank in order listed above in the governing of the Club.

Section 2. Officers of the Club, with exception of the Treasurer who shall be appointed by and serve at the pleasure of the Board, shall be elected by a majority vote of the Active members present at an Annual Meeting and Active members voting by absentee ballot. If for any reason an Annual Meeting is not held, the election of Officers shall be held at the next regular meeting. If there is a tie vote for any office, a run-off election for that office shall be held at the next regular meeting. Officers shall take office at the meeting at which they are elected, and shall serve for a term of twelve months or until their successors are elected.

Section 3. An Officer of the Club may be removed for cause by a majority vote of the Active members present at any regular meeting, provided the accused Officer has been informed of the charges prior to the meeting. Any such action must be initiated by petition to the Board and such petition shall contain the signatures of at least ten Active members of the Club.

Section 4. The Treasurer is appointed by and serves at the pleasure of the Board. As such, a new Treasurer may be appointed by the Board whenever it deems such action is in the best interests of the Club.

Section 5. In the event of a vacancy on the Board, the remaining members of the Board shall appoint an Active member to fill the position for the remainder of the unexpired term.

Section 6. In the event a Club Manager or other outside controlling body is deemed necessary or practical, the selection and appointment shall be handled by special quorum. Such person or body will be directly responsible to, and controlled by, the Board.

Section 7. The Board shall have the authority to act on any and all matters concerning the Club except those matters requiring a membership vote as specified in this Constitution or the By-Laws. The Board shall approve all obligations of the Club, within limitations specified in the Constitution, before payment is made.

## **ARTICLE VI - QUORUMS AND MEETINGS**

Section 1. A General Membership Meeting shall be held four times per year in the months of February, May, September, and December. Date, location and time will be determined by the Board and communicated to Club members via a monthly brief sheet, group email reminders, and word of mouth.

Section 2. The General Meeting in the month of February shall be designated as the Annual Meeting, to be held for the election of Club Officers, review of annual treasurer's report, and for the conduct of such business as necessary. Nominations for Board of Director (Officer) positions shall begin at the December General Meeting. The Vice President (or Board Officer conducting elections) shall have the discretion to extend the nomination period beyond the time frame of the General Meeting in December if it is required to fill positions with no nominee. Nomination for each position with one nominee or more will close at that point in the meeting following Robert's Rules of Order. The nomination period for all positions will close no later than midnight on January 31st.

Section 3. The President shall be required to call a special meeting on the date requested, upon written request of at

least twenty percent of the Active members. The President may call a special meeting at his own discretion, or upon majority decision of the Board. All Active members shall be notified of the time, place, and subject matter of any special meeting, and only that business for which the meeting has been called may be transacted.

Section 4. Meetings of the Board shall be held at the discretion of the President or upon majority decision of the Board.

Section 5. The quorum for all regular and special meetings shall be at least ten percent of the Active members, and shall include at least a majority of the Board members. The quorum for all Board meetings shall be four members of the Board.

Section 6. A special quorum shall consist of at least ten Active members including no less than five current Board members of which one must be the President or Vice President. A special quorum shall be called for the purpose of deciding upon the purchase of aircraft and capital equipment. The quorum will have the authority to authorize the Board to purchase aircraft and capital equipment. When such a quorum is called, the Active membership shall be notified personally by newsletter or telephone of the upcoming quorum in order that there is a reasonable time for an Active member, who is not a member of said special quorum, to consult with a member of the special quorum concerning the quorum subject, or to attend the special quorum without voting power.

Section 7. All meetings shall be conducted according to Robert's Rules of Order.

## **ARTICLE VII - VOTING**

Section 1. With the exception of the election of Officers of the Club, voting at any regular or special meeting shall be restricted to those Active members present at the meeting. Active members not able to attend the meeting at which Officers are to be elected may cast an absentee ballot. Absentee procedures shall be established by the Board and promulgated,



with a list of candidates nominated for office, to all Active members.

Section 2. Except as otherwise specified in the Constitution or By-Laws, it shall require a majority vote of Active members present at a meeting to effect passage of any matter or resolution.

Section 3. All matters raised at a Board meeting shall require a majority vote of the Board members present for passage.

Section 4. All matters considered by a special quorum shall require a sixty percent favorable vote for passage.

#### ARTICLE VIII - FINANCES

Section 1. Initiation fees of all members shall be payable at the time their application for membership is submitted to the Board.

Section 2. Monthly dues shall be paid by each Active and Suspended member. Such dues shall be in an amount to be established by the Board which shall be sufficient to cover a pro rata share of the expenses for administration of the Club, including payments for capital equipment.

Section 3. Flight fees shall be set by the Board in amounts sufficient to cover aircraft operating costs and maintenance reserve, and shall be payable monthly if not paid in advance.

Section 4. The fiscal year of the Club shall be from 1 February to 31 January.

#### **ARTICLE IX - LIABILITY**

Adequate and proper insurance shall be carried by the Club at all times to protect the membership from liability while acting as Pilot-in-Command of an aircraft registered to or leased by the Club, hereinafter referred to as Club aircraft. No

expense or obligation whatsoever shall be incurred by individual members of the Club except as set forth within the Constitution or By-Laws.

## **ARTICLE X - INCORPORATION**

This Club is incorporated under the laws and provisions of the State of California as a nonprofit organization. The Club was first incorporated under the name, "Miramar Flying Club Incorporated", on 31 October 1958. The Club's name was changed to, "Armed Forces Aero Club, Incorporated", by an amendment to the Articles of Incorporation approved by California Secretary of State on 7 April 1967. A copy of the Club's original Articles of Incorporation and all amendments thereto are held by the Club Secretary.

## **ARTICLE XI - DISSOLUTION**

Upon dissolution of the Club, no part of any net earnings or assets shall inure to the benefit of any Club member or individual. Upon dissolution, three Active members shall be designated as trustees who shall pay existing liabilities; any remaining assets shall be transferred to a fund, foundation, or corporation organized and operated only for charitable purposes.

## **ARTICLE XII - AMENDMENTS OR CHANGES**

Section 1. Amendments or changes to this Constitution and any By-Laws attached hereto can be effected only by a two thirds majority vote of the Active members present at a regular Club meeting.

Section 2. Any proposed amendment or change shall be voted upon at the next regular meeting following that meeting at which

the proposal was made. In the event of a favorable vote, the amendment or change shall go into effect immediately.

Section 3. Any amendment to this Constitution shall be attached hereto.

The herein above revised Constitution was approved at a meeting of the members of the Armed Forces Aero Club, Incorporated, duly held at San Diego, California on April 22, 2015. The number of Active members constituting a quorum was 8; the number of Active members present at the meeting was 11; the number who voted affirmatively for the adoption of said Constitution was 11; none voted negatively; there were no abstentions.

**ARMED FORCES AERO CLUB, INCORPORATED**  
**SAN DIEGO, CALIFORNIA**

**BY-LAWS**

**ARTICLE I - MEMBERSHIP CLASSIFICATION AND PRIVILEGES**

Section 1. Membership shall be classified as Active, Inactive, or Suspended.

Section 2. Members shall be considered Active when their application for membership has been approved by the Board or its designee, and they are not under Suspension or in an Inactive status. An Active member shall be entitled to all rights and privileges of Club membership as provided by the Constitution and By-Laws.

Section 3. A member shall be considered Inactive when a written request for such status has been received and all money due the Club has been paid in full. The request for Inactive status must be received by the Treasurer prior to the first day of the month that Inactive status is to begin. Requests submitted on or after the first will result in dues being charged and payable for the new month. Members in an Inactive status shall not be entitled to vote on any Club matters nor to use any Club equipment, and must remain Inactive at least ninety days. Inactive members may reactivate their membership, regardless of their military, federal, or dependency status at the time of reactivation, by submission of a membership application to a member of the Board for approval.

Section 4. A member may be placed in a Suspended classification by action of the Board for conduct in violation of the Constitution, By-Laws, or other Rules and Regulations of the Club. Members who are dependents of a Suspended member may also be placed in a Suspended classification by the Board. While suspended, the member shall be denied all rights and privileges of membership in the Club, but will be required to pay dues and assessments and to share in any of the responsibilities assumed

by the other members of the Club. A period of suspension shall be limited to thirty days. At the end of such period the Board shall be required to take action to continue the suspension or to revoke membership. If such action is not taken, the member shall automatically regain Active status. Suspension or revocation of membership may be appealed by the individual concerned at a regularly scheduled meeting of the Board and/or the Club. Disposition of such appeals shall be by majority vote of the Active members attending that meeting.

## **ARTICLE II - MEMBERSHIP APPLICATION**

Applications for membership and for reactivation of an Inactive member shall be addressed to a member of the Board for approval. The applicant shall become an Active member immediately upon approval with full rights and privileges in keeping with the individual's pilot certificates and ratings. Membership is not transferable nor will membership initiation fees be returned. Applicants under 21 years of age shall be required to complete the Club's PARENT/GUARDIAN RELEASE AND SURETY AGREEMENT before such member will be approved.

## **ARTICLE III - DUTIES OF OFFICERS AND MEMBERS**

Section 1. It shall be the duty of all Officers to conduct the activities of the Club in an efficient and businesslike manner and to safeguard the interests of the Club at all times.

Section 2. The President shall preside at the meetings of the Club, appoint all committees and act as an ex officio member thereon, and perform all other duties pertaining to the Office.

Section 3. The Vice President shall act as President in the absence of that Officer. The Vice President shall be custodian of the Constitution and By-Laws and shall maintain an up-to-date copy for examination by the membership.

Section 4. The Treasurer shall be bonded for an amount to be specified by the Board. He shall receive all Club monies and maintain a Club account in a Federally insured depository, make

all authorized disbursements, make an annual and monthly report of the official transactions, provide a monthly Statement of Financial Condition for review by the Board, and perform all other duties that pertain to the Office. The Treasurer shall ensure that a Federal Income Tax Return and a State Income Tax Return is prepared annually by a regulated or licensed professional (i.e., a Certified Public accountant, Enrolled Tax Agent, or Attorney). The Treasurer shall conduct the business of all meetings in the absence of both the President and Vice President.

Section 5. The Secretary shall conduct all correspondence of the Club at the direction of the Board, take minutes of all meetings, and perform all other duties that pertain to the Office. The Secretary shall also be responsible to ensure the publication of a monthly Club newsletter. The Secretary shall conduct the business of all meetings in the absence of the President, Vice-President, and Treasurer.

Section 6. The Maintenance Officer shall be responsible for all Club aircraft and report monthly on the status of such aircraft, keeping whatever records are necessary (engine and aircraft log books, etc.) for proper accounting of aircraft operation. The Maintenance Officer shall have the power to ground aircraft at his own discretion for the benefit of the Club from a viewpoint of safe operation or in conformance with Federal Aviation Administration (FAA) Regulations.

Section 7. The Operations and Safety Officer shall be responsible for disseminating revisions to FAA regulations, publications and information pertaining to flight safety. He shall be responsible for maintenance of the scheduling system and for conducting investigations of all accidents or incidents involving Club aircraft.

Section 8. The Training Officer, who shall be a current CFI, shall be responsible for establishing and coordinating flight, ground and maintenance training programs for the membership, shall be responsible for maintaining standardization of flight instruction in accordance with FAA requirements, and shall be the Chairman of the Flight Instructor Standardization Panel. The Training Officer shall publish a current list of

Club approved flight instructors, hereinafter referred to as Club CFIs.

Section 9. The duties of the Board shall be to act on all matters of policy, to determine the initiation fees, monthly dues and flying charges, to act in a judicial capacity on violations of Club rules, to protect the Club's interest, safeguard its welfare, and to submit its findings and recommendations to the membership for approval when required.

Section 10. Each member of the Club shall have received a copy of, and shall have agreed in writing to observe and abide by, the Constitution and By-Laws of the Club, to acquaint themselves thoroughly with the local field rules of any and all airports or fields where the Club equipment is based, and to abide with FAA Regulations before being accepted to Active membership in the Club.

Section 11. Members are encouraged to attend all meetings. They are responsible for conducting themselves in a proper and fitting manner, upholding the dignity of the Club at meetings and on the flying field, observing all state, local, Club and FAA regulations, and keeping themselves aware of the Club's status.

Section 12. All members will maintain a Pilot's Log Book to verify all flight time and to bear evidence as to the individual's capability to operate various types of aircraft. Club members are responsible for maintaining their membership file, ensuring that currency and annual data are kept up-to-date, and for keeping the Club informed of their current mailing address and telephone numbers. The membership files are kept in the green line box at Montgomery Field.

Section 13. All flight training conducted in Club aircraft, including but not limited to, Club Annuals, Biennial Flight Reviews (BFRs), initial checkouts upon entry into the Club, and type checkouts shall be conducted by Club CFIs. To become a Club CFI, an instructor must be satisfactorily flight checked by at least one member of the Flight Instructor Standardization Panel and placed on the list of Club approved CFIs by the Training Officer. Club CFIs must obtain an annual standardization flight check from a member of the Flight Instructor Standardization Panel, and shall comply with the same Aircraft Checkout and Currency requirements as the regular

membership. However, at the discretion of the Panel check pilot, the annual CFI standardization flight check may be used to satisfy the Club Annual requirements irrespective of the aircraft type flown during the check flight.

Section 14. The Flight Instructor Standardization Panel shall consist of the Training Officer as the Chairman and at least two other current Club CFIs recommended by the Training Officer and appointed by the Board. The primary duties of this Panel shall be to accomplish initial and annual standardization flight checks for all Club CFIs and to develop standards for all training and checkouts conducted by Club CFIs in Club aircraft.

#### **ARTICLE IV - GENERAL FINANCES**

Section 1. Statements covering flight time, dues or other charges are to be mailed monthly by the Club Treasurer to each Active and Suspended member. Charges incurred by the dependent(s) of a Club member shall be included in that member's statement. Payment is due on or before the 20th of the month mailed. Statements are to reflect the previous monthly flight time and the dues for the current mailing month. Credit terms or strung out payments are prohibited.

Section 2. Any member who has not paid monies owed to the Club on or before the 20th of the month in which due shall have their membership automatically suspended and shall be subject to late charges. Late charges are to be established by the Board but may not exceed ten percent of the unpaid balance for each thirty days in arrears. Any member who is in arrears of monies owed the Club for two consecutive monthly billings shall have their membership automatically revoked. Following revocation of membership, the Board shall determine the appropriate course of action to be taken for collecting monies owed.

Section 3. Subject to approval by the membership, the Board may make assessments on the Club membership.

Section 4. No assessment or increase in dues or fees shall be placed in effect less than two weeks after announcement to the membership.



Section 5. Any member of the Club finding it necessary to purchase parts or to have any repair work performed on Club aircraft while on a cross country flight, may use the Club credit card for that purpose. Such purchases and repairs expected to be in excess of \$500 will require telephone approval of a Board member, preferably the Maintenance Officer. In the event a Club credit card is not acceptable for the above charges, members shall pay the charges from their own funds and shall be reimbursed by the Club upon presentation of a receipt for the transaction.

Section 6. No member shall make purchases in the name of the Club, except as authorized by the Board, the Constitution, or these By-Laws.

Section 7. The Club will purchase and maintain aircraft liability insurance. The Board is authorized to purchase aircraft hull insurance as deemed necessary after considering cost and exposure. The Board assumes no personal liability for the value of the aircraft should the Board decide not to provide hull insurance.

Section 8. In addition to the above, the Club shall maintain an Individual Deductible Plan (IDP) Fund. Membership in the fund is voluntary and available to Active members only. The IDP shall be funded by an annual membership fee established by the Board. The IDP is intended to provide coverage for the full amount of any unintentional damage to Club aircraft for which an IDP member may be found liable by the Board. However, as determined by the Board, participation in the IDP does not automatically relieve members from responsibility or liability for damages resulting from a violation of FAA, Club or local regulations, or resulting from their negligence.

## **ARTICLE V - INITIATION FEES AND DUES**

Section 1. An initiation fee or reactivation fee shall be charged each member at the time their application for membership is submitted. Fees shall be set by the Board based on current Club needs. Any dependent of an Active member may be admitted to Active membership without payment of an initiation fee.

Section 2. Dues shall be payable in an amount to be set by the Board and shall be prorated for new members. Members who are dependents of an Active or an Inactive Club member shall pay dues as set by the Board. An Active member who is the child of a Club member shall, upon reaching the age of 21, pay dues as set by the Board. The Officers of the Club shall be exempt from monthly dues while holding office, such exemption to cover the cost of minor expenses incurred in the performance of Club duties. The Treasurer shall be authorized to grant dues exemptions to any member who has been delegated duties involving minor personal expenses, such exemption to be limited to the period of time involving the duties.

## **ARTICLE VI - FLYING RATES**

Section 1. Rates for Club equipment shall be established by the Board. Club instructor rates shall be recommended by the Board.

Section 2. A minimum charge, established by the Board, shall be made for each twenty four hours, or portion thereof, of all cross country trips. For the purpose of this section, a cross-country flight is defined as any flight for which an aircraft has been scheduled for use by a member for a period of four or more hours, except when the aircraft is scheduled for primary student pilot cross country flights or is required to be away for the purpose of check rides. The Treasurer, by direction of the Board, shall be authorized to adjust the minimum charge where circumstances justify such action.

Section 3. Flying time charges will be based on the reading obtained from the recording tachometer, or hour meter as determined by the Board. When the recording tachometer value is used, disregard the hundredths reading.

Section 4. Fuel purchases shall normally be made with a Club credit card. If an FBO will not accept the Club's credit card, members may purchase fuel with their own funds. In that case, the member must obtain a receipt, made out to the Club, indicating the date, aircraft hull number, gallons of fuel purchased, and total charges. Receipts will be turned in to the Treasurer and credited to the member's account. Members shall not deduct the amount of any such receipt when paying on their

account. Any member that deviates from this rule will be liable for a service charge as established by the Board.

Section 5. The Club provides oil for use in the Club aircraft. Spare oil should be carried on cross country flights. Any oil purchased by a Club member for Club aircraft will be at the member's expense. If charged to the Club, the member will be liable for a service charge as established by the Board.

Section 6. Any tie down or landing fees acquired away from home base will be paid by the member. Any cost or fees charged to the Club will be the member's responsibility, and the member will be liable for a service charge as established by the Board.

## **ARTICLE VII - FLYING REGULATIONS**

Section 1. All Club aircraft will be operated under the provisions and limitations of FAA Regulations and in compliance with the aircraft manufacturer's flight handbook and/or owner's manual. Any Club aircraft that has individual or particular characteristics, aerobatic or other, shall be operated as specified by the Board.

Section 2. No member shall fly a Club aircraft at any time of day or night unless that member has satisfied the AFAC Currency and Checkout requirements contained in these By-laws, and has been properly checked out by a Club CFI in conformance with the applicable AFAC Requirements for Aircraft Type, Night, Instrument, and Right Seat Checkouts attached hereto.

Section 3. Members of the Club shall not use Club equipment for hire, nor shall they rent or lease Club equipment to any other person. Any exceptions, such as aircraft lease agreements, shall be in writing and expressly approved by the Board.

Section 4. The Board may ground any member for cause for a period not to exceed thirty days and, at its discretion, require a flight check of any member so grounded before the member may again operate Club aircraft.

Section 5. The Board may adopt flying regulations to comply with local or other conditions. Any regulations adopted by the Board shall be appended to these By-laws and shall have the same force and effect as though incorporated into these ByLaws.

## **ARTICLE VIII - FLIGHT OPERATIONS, GENERAL**

Section 1. The left front seat of Club aircraft is designated as the Pilot-In-Command (PIC) seat. The left front seat may only be occupied by, and operation of Club aircraft from that seat is limited to:

- a. An Active member who has satisfied the AFAC Currency and Checkout requirements contained in these By-Laws
- b. An Active member receiving either dual instruction from a Club CFI or a flight test from an FAA designated flight examiner.
- c. A Club CFI giving an Active member dual instruction.
- d. An FAA designated flight examiner giving an Active member a flight test.
- e. A prospective member on a one-time introductory flight conducted by a Club CFI.

No other person is authorized to occupy the left front seat of Club aircraft nor to manipulate the controls of Club aircraft from that seat without specific approval of the Board.

Section 2. Any person, including a non-Club member, may occupy the right front seat of Club aircraft. However, the only persons authorized to operate Club aircraft from the right front seat are:

- a. An Active member receiving either dual instruction from a Club CFI or a flight test from an FAA designated flight examiner.
- b. An Active member who is a CFI candidate checked out by a Club CFI to operate an aircraft from the right front seat. Such members may operate Club aircraft either solo or with the left front seat occupied by an Active member, other than a Student Pilot, who has satisfied the AFAC Currency and Checkout requirements contained in these By-Laws for the aircraft being flown.
- c. A Club CFI.
- d. An FAA designated flight examiner giving an Active member a flight test.

No other person is authorized to manipulate the controls of Club aircraft from the right front seat without specific approval from the Board.

Section 3. For the purpose of this article, the local area is defined as that area within a radius of fifty nautical miles of Montgomery Field and within the continental United States. A cross country flight is defined as any flight beyond fifty nautical miles from the point of origin.

Section 4. Local flights may only be scheduled fourteen days in advance. Instructional or cross country flights may be scheduled for any known period. No cross country flight may exceed five days or one thousand nautical miles from Montgomery Field unless the member has prior approval of a Board member.

Section 5. Flights outside the continental limits of the United States, shall require that a flight plan be filed with the FAA. A copy of the flight plan shall be placed on the key hook in the line box and shall be removed upon return.

Section 6. Flights outside the continental limits of the United States shall require specific approval of a Board member for every flight. A complete itinerary must be presented to the Board member including airports of landing, dates, pilot proficiency and planning. Any pilot desiring to fly outside the United States, shall be required to show proficiency in the use of foreign airports, radio procedures, customs and regulations, if no prior proven experience exists. Pilot is responsible for all ATC fees.

Section 7. A flight scheduling system shall be provided online. Flights shall be scheduled on a first come, first served basis.

Section 8. Members will not retain an aircraft beyond scheduled times except under extenuating circumstances. If an extension is required, the member must notify an Officer of the Club by telephone or telegraph, stating the reason for delay, aircraft location, and estimated time of return.

Section 9. Members should plan to arrive at the airport fifteen minutes prior to a scheduled flight period. A member who has not arrived by five minutes past his scheduled flight period

is considered a "no-show", and the aircraft is available to other members.

Section 10. Cancellation of local flights must be made more than four hours in advance. Cancellations for cross country flights must be made more than twenty four hours in advance. Members not abiding shall be considered "no-shows." For the purpose of this section, a cross-country flight is defined as any flight for which an aircraft has been scheduled for use by a member for a period of four or more hours.

Section 11. The penalty rate for "no-shows" will be established by the Board. Exceptions to the "no-show" penalty will be personal emergencies, IFR weather when intending to fly VFR, unexpected weather beyond the pilot's ability, or aircraft maintenance problems. While a "no-show" penalty may be excused, cancellation of the flight remains the responsibility of the pilot.

Section 12. It shall be the pilot's responsibility to check fuel, (including a visual tank inspection), oil, and tires before each flight, and to complete a proper preflight inspection to see that the aircraft is airworthy, that all accessories are complete and in good working order, and that visibility is not impaired by a dirty windshield.

Section 13. At the termination of each flight, it will be the responsibility of the pilot to see that the aircraft is properly serviced, fully secured, and that a discrepancy form is completed regarding any and all mechanical difficulties noted during the flight.

Section 14. Each member is responsible for an aircraft from the moment the preflight check of the aircraft is commenced until the aircraft is returned to home base and fully secured. If an aircraft requires mechanical repair while away from home base, the pilot is responsible to ensure the repair of the aircraft. If the repair is to exceed \$500, or is to cause the aircraft not to be returned on schedule, a member of the Board shall be notified as soon as practicable. If circumstances require that the aircraft be left away from home base due to weather or maintenance, the aircraft remains the pilot's responsibility until the pilot is specifically relieved of that responsibility by the Board member. In the case of major maintenance

requirements, whereby substantial delays are expected, and where the fault does not lie with the pilot, responsibility for the aircraft will normally be assumed by the Club after the pilot has arranged for the security and repair of the aircraft, has notified a member of the Board, and has received authorization from the Board member to leave the aircraft. The cost of retrieving the aircraft is then, and only then, assumed by the Club. The pilot remains responsible for any transportation or other costs involving the pilot and any passengers. If the maintenance or delay is later determined by the Board to have been due to pilot negligence or carelessness, or pilot error, the pilot may then be assessed the costs of retrieving the airplane.

Section 15. Only aviation grade fuel as specified in the aircraft's flight manual shall be used in Club aircraft. Lower octane fuel and/or automotive fuel shall not be used in Club aircraft.

Section 16. Only hard surfaced public airports shown on aeronautical charts are authorized for use by Club aircraft. Any use of private or unimproved airports must have specific approval of a Board member for each occurrence. If any doubt exists, check with a Board member.

Section 17. Aircraft will be "run up" only in designated areas, on either clear asphalt or cement, and not on an area of loose gravel. When necessary to taxi aircraft on loose gravel or rough terrain pilots will exercise caution as required to prevent damage.

Section 18. No Club aircraft shall be flown by any pilot under the influence of any beverage, drug, medicine, or any other substances that can effect a human's physical or mental ability.

Section 19. No open containers of alcoholic beverages shall be carried in Club aircraft.

Section 20. Smoking in Club aircraft and/or within fifty feet of Club aircraft is prohibited.

## **ARTICLE IX - FLIGHT OPERATIONS, BASIC STUDENT**

Section 1. In addition to all By-Laws contained herein and all applicable FAR's, student pilots will comply with the following requirements:

A. Student pilots shall not fly solo until they have passed an examination on regulations covering air traffic control and aircraft operation. The exam will be administered by the student's instructor.

B. Student pilots shall not fly solo during periods when surface winds exceed fifteen knots, when gusts exceed an eight knot spread, or when the crosswind component exceeds five knots.

C. Student pilots logging less than five solo landings or one hour of solo flight within the preceding thirty calendar days will be required to obtain another log book solo endorsement prior to again flying solo.

D. All student cross country flights will be approved by a Club CFI who shall physically witness the student's departure preparations and the local weather conditions on the day of the flight.

E. Student pilots shall not depart on cross country flights without full fuel tanks. Flights shall be planned so that the aircraft will not be operated over two and one-half hours without refueling.

F. All students shall receive a flight review with other Club CFI between the solo cross country endorsement and the long cross country flight required by the FAR's.

Section 2. All primary training will be accomplished in a two-place or four-place aircraft of 180 HP or less and in accordance with the Club approved curriculum.

## **ARTICLE X - MAINTENANCE AND INSPECTIONS**

Section 1. It is the responsibility of each member to maintain the condition of the Club equipment, including cleanliness and routine preventative maintenance. Following each flight, the pilot will clean the aircraft interior, including ash trays and back seats. If the aircraft exterior is abnormally dirty, the pilot will wash the aircraft prior to returning it to



the line. Members shall be responsible for wiping nose strut oleo, tightening or replacing loose screws, or making any other minor fixes, within their ability, required to restore condition or appearance.

Section 2. Any member may ground an aircraft when they deem it necessary in the interests of safety. This shall be accomplished by attaching grounding tags over the aircraft yoke and over the key in the line box. The member shall then immediately notify a Board member, preferably the Maintenance Officer, make an appropriate entry in the scheduling system and notify the next scheduled pilot if possible. The presence of the grounding tags grounds the aircraft and the tags may only be removed upon approval of a Board member or designee. While grounded, the aircraft shall not be started, taxied, or flown without specific approval of a member of the Board, or designee, who is aware of the grounding discrepancy.

Section 3. All discrepancies shall be noted on a form provided which will then be clipped in the line box. The name and phone number of the member making the entry is required on the form.

Section 4. In addition to annual inspections, Club aircraft will be inspected every one hundred hours of aircraft operation.

## **ARTICLE XI - ACCIDENTS AND DAMAGE**

Section 1. All Club members are required to be familiar with pilot responsibilities for reporting an aircraft accident or incident as contained in current FAA or National Transportation Safety Board (NTSB) regulations and in these ByLaws. Following any accident or incident, any damage to a Club aircraft, or any hard or unusual landing, a member of the Board shall be notified as soon as practicable. Also, in the case of a hard or unusual landing, the member involved shall ground the aircraft.

Section 2. Each aircraft accident or incident involving Club aircraft shall be investigated by the Operations and Safety Officer or a Safety Board appointed by the President. If appointed, the Safety Board shall be headed by the Operations and Safety Officer and consist of at least five Active members. For

the remainder of this Article, where the words "Safety Officer/Board" appear, they shall be taken to mean, "Operations and Safety Officer or Safety Board if appointed".

Section 3. While the results of any FAA or NTSB investigation may be accepted without further review, the Safety Officer/Board shall classify each accident/incident involving Club aircraft in one or more of the following categories: A. Pilot Error.

B. Negligence or carelessness on the part of the pilot.

C. Faulty maintenance, material failure, or other cause beyond the control of the pilot.

If, based upon the findings of the Safety Officer/Board, the Board of Directors determines that any damage to Club aircraft/equipment was the result of pilot error, negligence or carelessness, or a violation of FAA, Club or local regulations, the member involved may be held liable for the uninsured portion of the damage up to, but not more than, \$1,000 per accident or incident.

Section 4. As the "operator" of Club aircraft, the Club is responsible for submitting required reports to the FAA and NTSB for any accidents/incidents involving Club aircraft. Any Club member involved in any said accident/incident shall provide the Safety Officer/Board with any required information for completion of said reports. The Operations and Safety Officer will also assist Club members involved in any accident/incident in the completion of any reports or documentation required of the member, including claims under any of the Club's insurance coverage.

Section 5. Any Club member involved in any way with an accident/incident involving Club aircraft shall cooperate fully with the Safety Officer/Board in their investigation. This shall include, but is not limited to, providing the Safety Officer/Board with a written narrative of the accident/incident, a review of the member's flight log, pilot and medical certificates, and copies of appropriate certificates and log entries. If deemed

necessary, the Club member shall also meet with the Safety Officer/Board to assist in the conduct of the investigation.

Section 6. The Board may require a flight check of any member involved in any way in an aircraft accident/incident, whether or not the aircraft is owned by the Club, before the member may again operate Club aircraft.

## **ARTICLE XII - CURRENCY AND CHECKOUTS**

Section 1. No person shall pilot a Club aircraft until they have been checked out in the type of aircraft to be flown (e.g., Cessna 177RG, Cessna 172, etc.) by a Club CFI. Initial Club Check Outs following entry into the Club shall be conducted by a Club CFI and shall constitute a Club Annual. Biennial Flight Reviews (BFRs) conducted in Club aircraft shall be conducted by a Club CFI and shall constitute a Club Annual.

Section 2. Following the initial aircraft type checkout, each member shall be required to log a minimum of one hour pilot-in-command time in that type each ninety days. Should ninety days elapse without the one hour minimum, the member shall be required to receive dual instruction prior to again acting as pilot-in-command of that type aircraft. Flight time logged in other than Club aircraft will apply to the ninety day currency requirement, if in the same type. EXCEPTION: Does not apply to lower performance aircraft if currency is maintained in higher performance aircraft of the same make and the member has logged at least five hours of pilot-in-command flight time in the lower performance aircraft in which currency is to be maintained.

Section 3. No member may operate a Club aircraft at night unless that individual has, within the previous twelve months, logged at least two hours of night flight or received a night checkout from a Club CFI. EXCEPTION: This requirement is waived for current instrument rated pilots.

Section 4. No member may operate a Club aircraft under Instrument Flight Rules until that individual has received an instrument checkout from a Club CFII. At the discretion of the Club CFII, a member may be signed off for flight under Instrument Flight Rules without an instrument checkout if that member has logged more than 200 hours of instrument time, including at least

twelve hours in the preceding six months, or that member has either satisfactorily completed an instrument competency check or received their instrument rating within the preceding six months.

Section 5. All Active members shall be required to receive annual flight refresher training (i.e., a Club Annual) from a Club CFI. Club Annuals shall be conducted in the highest performance Club aircraft to be flown by the member during the ensuing twelve months. At the discretion of the Club CFI, a Biennial Flight Review (BFR) conducted in other than Club aircraft may be accepted in lieu of the flight portion of the Club Annual providing that the aircraft flown during the BFR was the same type as the highest performance Club aircraft to be flown by the member during the ensuing twelve months, that the BFR was conducted within the preceding ninety days, and the member has flown a Club aircraft within the preceding twelve months.

Section 6. Annual refresher training shall not be required in a lower performance Club aircraft provided the member has received annual refresher training in a higher performance Club aircraft.

Section 7. All Club CFIs shall be required to receive an annual CFI standardization flight check from a member of the Flight Instructor Standardization Panel. At the discretion of the Panel check pilot, the annual CFI standardization flight check may be used to satisfy the Club Annual requirements, irrespective of the aircraft type flown during the check flight.

The herein above revised By-Laws were approved at a meeting of the members of the Armed Forces Aero Club, Incorporated, duly held at San Diego, California on October 26, 2022. The number of Active members constituting a quorum was 6; the number of Active members present at the meeting was 8; the number who voted affirmatively for the adoption of said By-laws was 8; none voted negatively; there were no abstentions.

**ATTACHMENT A TO AFAC BYLAWS**

**(Amended 09/19/18)**

REQUIREMENTS FOR AIRCRAFT TYPE, NIGHT, INSTRUMENT AND RIGHT SEAT  
CHECKOUTS

**AIRCRAFT TYPE CHECKOUT**

As a minimum, initial checkout in AFAC aircraft will include:

- a. Slow flight, stalls, and steep turns.
- b. Landings and takeoffs including the use and nonuse of flaps.
- c. Such other maneuvers as deemed necessary by the instructor.

In addition, the following requirements shall apply to individual aircraft types: Two and Four Seat Aircraft

Experience: Student or higher certificate.

Ground Instruction: Prior to flight, checkout will include systems training on the GPS avionics. At the discretion of the Club CFI, this training may be signed off based on prior logged experience with these systems.

Complex Aircraft

Experience: Private or more advanced pilot certificate with at least 100 hours pilot-in-command time and has at least the following logged pilot time in a Complex Aircraft prior to acting as pilot in command:

- a. 10 hours if member has less than 50 hours of logged time in retractable gear aircraft; or;
- b. 5 hours if member has 50 or more hours of logged flight time in retractable aircraft; or;
- c. 1 hour if member has 500 or more hours total logged flight time and 100 or more hours in retractable gear aircraft.

Currency: PIC must have at least 3 hours logged pilot time in a

Complex Aircraft in the preceding 180 days, or; have taken and passed a currency checkout in a Complex Aircraft and has written approval from a Club CFI in the preceding 45 days.

Checkout: Checkout will include three hours dual instruction in the Clubs retractable gear aircraft and full stop landings at a minimum of 3 airports other than Montgomery Field.

Exceptions:

Members who have completed an initial AFAC checkout in an aircraft may, at the discretion of the Club CFI, be signed off for lower performance aircraft provided the member has a minimum of five hours of Pilot In Command (PIC) time in the aircraft type and meets the following minimum total flight time requirements:

- a. Two Seat Aircraft 50 hours total flight time
- b. Four Seat Aircraft 100 hours total flight time
- c. Complex Aircraft No exceptions

## **NIGHT CHECKOUTS**

Night checkouts will include at least five takeoffs and five landings to a full stop, demonstrating the use and nonuse of flaps and landing lights. The checkout should include an area checkout and landing at airports other than Montgomery Field whenever possible. Student pilots, at the discretion of their instructor, may be cleared for night solo provided that the student has completed all night flight requirements for the Private Pilot Certificate.

## **INSTRUMENT CHECKOUTS**

Instrument checkouts will be given only by Club CFIs holding CFII certificates. The pilot to be checked out must demonstrate proficiency in control of the aircraft solely by reference to instruments while complying with ATC clearances and instructions. As a minimum, the checkout shall include:

- a. Control of the aircraft and recovery from unusual attitudes using "partial panel" instruments.
- b. Orientation and navigation utilizing VORs.

- c. One standard instrument approach and one missed approach.
- d. Holding procedures.
- e. For Aircraft equipped with GPS navigation equipment.
  - a. GPS navigation and approaches
  - b. IFR GPS limitations, loss of signal discussion. In addition, the Club CFI will ensure that the pilot is familiar with proper instrument flight planning and filing procedures, emergency procedures, and local ATC procedures.

### **RIGHT FRONT SEAT CHECKOUTS**

A Right Front Seat Checkout will only be given to Active members who are candidates for a Flight Instructor Certificate. The CFI Candidate must demonstrate safe operation of Club aircraft from the right front seat.

## **ATTACHMENT B TO AFAC BY-LAWS**

### **AFAC LIABILITY INSURANCE**

While the insurance coverage described below meets the basic needs of the Club, members may wish to purchase additional aircraft renter's insurance.

### **DEFINITIONS AND RESTRICTIONS**

Named Insured: Armed Forces Aero Club and individual members.

Passenger: Any person in, on, or boarding an aircraft for the purpose of riding or flying therein. An AFAC member can be classified as a passenger in AFAC aircraft.

Approved pilots: Properly certified pilots in accordance with AFAC By-Laws.

### **AFAC INSURANCE COVERAGE**

1. LIABILITY. To pay on behalf of the insured all sums (to the limits of coverage) which the insured shall become legally obligated to pay because of:

- a. Bodily injury sustained by any person or passenger (i.e. any person inside or outside the aircraft).
- b. Property damage.

Limits: The combined liability limit for coverage A and B for any accident is \$1,000,000. The passenger bodily injury limit for any one accident is \$100,000 per passenger.

Exclusions: As a "Named Insured", an AFAC member cannot claim damages for bodily injury even if classified as a passenger, nor make a claim for loss or damage to any property owned or under the member's control.

2. PHYSICAL DAMAGE. Pays for physical loss or damage to AFAC aircraft. All AFAC aircraft have full hull coverage with \$500



deductible for in-motion accidents and \$100 deductible for damages while the aircraft is not in motion.

3. MEDICAL PAYMENTS. Pays for medical expenses, including ambulance services, for each passenger, including the pilot, who sustains bodily injury in an accident.

Limits: All persons on board the aircraft, including AFAC members, are each covered to a maximum of \$3,000 for medical payments.

**ATTACHMENT C TO AFAC BY-LAWS**

**MISCELLANEOUS FEES AND SERVICE CHARGES**

The following are fees and service charges levied by the Board for infractions of Club rules by members:

Master Switch left on..... \$10/event

Tiedown charged to the Club..... Tiedown fee plus \$5/event

Not using Club credit cards for fuel when possible..\$0.10/gallon plus \$1/event

Purchasing oil on Club credit cards.....\$1/quart

(Waived for prolonged cross-country flights)

Bad checks..... Bank charge plus \$10/check

No-Shows (see By-Laws Article VIII, Section 10):

Aircraft scheduled for four hours or less..... \$10/event

Aircraft scheduled for more than four hours..... \$50/event

Not canceling remainder of scheduled flight on early returns..... \$5/event

Not recording flight time in aircraft log book ..... \$5/event

Not flying minimum time..... Minimum hourly rate

Returning aircraft late..... Charged aircraft hourly rate for time kept past scheduled time

(Monies collected are credited to the offended member)

Taking Club aircraft during time scheduled for exchanging books at the end of each month..... \$25/event/day