

Carbon Regional Aero Club LLC

OPERATIONAL BY-LAWS

Preamble:

These By-Laws are intended to be guidelines for the logistical operation of the Carbon Regional Aero Club, LLC (The Club) and are not intended to override or substitute any provision contained within the LLC Operating Agreement (November 2024).

Article 1: Name

The name of the flying club will be the **Carbon Regional Aero Club, LLC**.

Article 2: Purpose

The purpose of this Club shall be to provide for its members' convenient means of flying at the most economical rates, and with impeccably maintained aircraft. The purpose of the LLC is defined in the LLC Operating agreement.

Article 3: Location

The location of this club shall be located at Carbon County Airport, Pennsylvania using airport code 22N. During periods which the airport may be unusable, the aircraft may be moved to a nearby airport as voted on by the membership. In the event the airport closes, the cost to keep the planes at the airport become prohibitive, or any other legitimate reason the members may choose to move the home airport with a majority vote.

Article 4: Membership

- 4.1 The number of members will be fixed at a maximum of five (5) members. An increase in the number of members can be made with the approval of the membership with a majority vote.
- 4.2 Each member agrees to abide by the Federal Aviation Regulations (FAR's), the LLC Agreement, these By-Laws, and any other communicated policy or procedure as adopted by the Club from time to time.
- 4.3 Each member shall have the right to give, sell, or otherwise transfer his share in the LLC to a qualified prospective candidate member, subject to Club approval as follows:

A replacement member may be acquired from the Club membership waiting list. Otherwise, it shall be the exiting member's responsibility to locate a suitable candidate member. A qualified prospective member may be FAA licensed or unlicensed

No fee shall be charged to the exiting member for the transfer of his interest.

The transfer of interest will only occur after the approved candidate member has remitted the transfer price to the Club. The Club, in turn, will remit the transfer price to the exiting member, less equity interest loan balance if any, unpaid dues, other unpaid pro rata costs, unpaid aircraft operating costs, and any other unpaid amounts in which the exiting member would have been required to participate.

Acceptance of a prospective candidate is confirmed by a two-third vote. In the event of dissenting vote(s), the member(s) giving the dissenting vote(s) must be prepared to present a legitimate reason for said vote.

- 4.4 After the member has fallen delinquent one month in dues or flying costs, the treasurer will notify the past due member that his interest shall be deemed forfeited back to the Club at the end of the third past due month (30 days' notice). Such interest shall then be brought to vote by the membership with a view to be marketed and sold by the Club, and the sales proceeds then remitted to the former member, less a 50% fee for marketing and sales, less equity interest loan, unpaid dues, unpaid flying time, unpaid assessments, and any other unpaid amounts in which the former member would have been required to participate.
- 4.5 With a legitimate reason (as determined by the membership) a member may be expelled by a two-thirds vote.
- 4.6 Upon the death of any member, the membership interest shall be held in abeyance by the Club. Such interest shall then be marketed and sold by the Club, and the full value at the time then remitted to the former member's estate, less any direct expenditures for marketing and sales, less any equity interest loan, unpaid dues, unpaid flying time, unpaid assessments, and any other unpaid amounts which the former member would have been required to remit.

Article 5: Member Payments and Club Finances

- 5.1 Dues shall be assessed monthly to cover the fixed expenses of aircraft ownership. Each member will be expected to pay his proportionate share on this monthly basis. Dues will be set by the membership at a regular meeting and will be due at the regular monthly meeting. It is estimated that the fixed costs will approximate \$75 per month per member but may be adjusted from time to time to reflect current fixed operating costs.
- 5.2 Additional assessments may be necessary from time to time to cover unexpected costs. Each member is required to contribute his share of the assessment. Members who do not contribute their share of the assessment shall be charged a surcharge to the regular monthly dues of 1% per month of the assessment not paid.
- 5.3 Hourly operating costs of the aircraft will be charged to the flying member at a base rate determined by the membership, and then adjusted by the Treasurer on a contemporaneous basis as the price of fuel changes. The rate set by the member shall take

consideration of all operating costs of each aircraft, such as but not limited to, oil, fuel, oil changes, engine reserve set-aside, scheduled annual costs, unscheduled maintenance costs, and unscheduled avionics maintenance costs.

- 5.4 The Engine Reserve Set Aside Fund shall be established for the sole purpose of rebuilding or refurbishing the engine. Because the Club's aircraft engines have not zero time since the last overhaul, this Engine Reserve Set Aside Fund is only intended to defer the cost of a full and complete engine overhaul. Deposits will be made to this fund monthly.
- 5.5 The Treasurer shall present an updated overview of the finances at each monthly meeting.
- 5.6 The overall value of the assets and finances combined shall determine the going value of an equity share for each member. Members are free to sell at any price point.

Article 6: Meetings

- 6.1 The Club should hold regular monthly meetings at a time and place suitable for the membership. A quorum shall be 20%.
- 6.2 Special meetings may be called at the request of any member and seconded by at least one other member.
- 6.3 Officers shall be elected/appointed at the first meeting of each year. Each officer's position will be for a term of one (1) year, except for the Treasurer's position which will be a term of two (2) years.
- 6.4 At every meeting, each full member shall have only one vote. In the absence of a member, his vote may be cast by proxy through another member, or by cell phone conference call at the time of the meeting, or subsequent communication by phone or email.
- 6.5 A majority vote of the members of the Club is necessary for the adoption of any resolution to change any LLC provision, By-Laws, or to make or change any other adopted policy or procedure.
- 6.6 Minutes are to be kept at all meetings and distributed to members via email and held as a hard copy by the Secretary.

Article 7: Officers

- 7.1 Officers shall be as follows:
 - President.
 - Treasurer
 - Secretary
 - Crew Chief
- 7.2 The duties, responsibilities, and authority of each officer shall be that normally afforded

such positions as the title may infer. However, in no case shall any officer engage in any transaction which will have the effect of binding on the other members without the full consent and approval of the other members.

- 7.3 No member shall be compensated for his time and effort to the position unless agreed to by the membership.
- 7.4 The Secretary shall be responsible for keeping the minutes of the meetings, which includes the adoption of the By-Laws, By-Law changes, informal policies and procedures, and other related records maintenance.
- 7.5 The Treasurer shall be responsible for maintaining the cash accounts, setting the monthly dues, setting the hourly rate, issuing invoices to members, paying bills upon membership approval, and any other financial related matter not requiring membership approval.
- 7.6 The Crew Chief shall be responsible for maintaining the aircraft in good operating airworthy condition, including scheduling of aircraft cleaning days which all members are expected to participate in. Note however, a student pilot may not perform any maintenance on the aircraft, except as provided in Part 43 of the Federal Aviation Regulations under the supervision of a licensed pilot or a licensed aircraft and power plant mechanic. The maintenance which can be performed by the licensed Club members is set out in Part 43 and no Club member is permitted to perform any maintenance outside these regulations.

Article 8: Flight Proficiency

- 8.1 The Federal Aviation Regulations (FAR's) provide for minimum standards regarding currency for flight operations under part 61. All members of the Club shall comply with all FAR's, state, airport, and Club rules while operating Club aircraft.
- 8.2 Members are encouraged to use their best judgment and exercise cautionary vigilance when operating the aircraft in solo flight when that member has not flown as pilot in command (of any aircraft) within the past 90 days in solo flight or with dual flight instruction, in conditions in which the aircraft is about to be flown (day, night, etc.). At the time of this revision, the Club insurance policy does not require any so-called 90-day checkout, but this may change in the future.
- 8.3 All members must be checked out and approved in each Club aircraft prior to flying by a Club approved flight instructor.
- 8.4 The Club has approved certain independent instructors that members may utilize the services of, and from time to time may add to that list. These approved independent instructors are NOT directly, indirectly, or by any measure whatsoever deemed to be in the employ of the Club. Club members may collaborate with any instructor of their choice, but the instructor must first be presented for approval at a regular monthly meeting. Additional instructors may require a flight check out by an already approved instructor before the additional instructor begins instruction. All CFI's who are approved should present proof of their current certificates to the membership as defined by the FAR's to function as a CFI.

- 8.5 A member must perform a thorough preflight inspection of the aircraft, including a visual inspection of the fuel quantity and paperwork/documents, prior to commencing flight. Any damage or discrepancies discovered by a member will be assumed to be the responsibility of the last user unless it has been reported previously to the Crew Chief. If a condition is discovered which may affect the airworthiness of the aircraft, the member must contact the Crew Chief (or substitute) by phone or email and the aircraft shall not be flown until the Crew Chief (or substitute) clears the aircraft.
- 8.6 All aircraft operating limitations must be observed. Aerobatic maneuvers are prohibited except those which are permissible under the operating limitations when the aircraft is operated in the utility category.
- 8.7 Except in emergencies, Club aircraft shall be flown from and landed on airfields approved designated by the FAA as approved airports. Off airport site landings and take-offs are prohibited. Any member who lands on an unapproved site shall not depart that site without first consulting with an approved and qualified instructor, AND with the written approval by the Club's insurance carrier.
- 8.8 No student member may fly Club aircraft after sunset unless approved by a club approved instructor.
- 8.9 Members with less than one hundred hours shall not fly Club aircraft when weather conditions are less than two thousand feet ceiling and/or less than 5 miles visibility, or when the surface winds exceed fifteen kts.
- 8.10 No flights shall take place into IFR conditions, unless 1) the aircraft's pitot static and transponder checks are current, 2) VOR 30-day check is current, 3) and pilot complies with all other Federal Aviation Regulations, including instrument currency requirements. The 30-day VOR check results should be recorded at the back of the flight record log maintained in the aircraft.
- 8.11 No member (except the Crew Chief) may perform any maintenance on Club aircraft, other than pre-flight inspection, without authorization from the Crew Chief.
- 8.12 Club aircraft may not be used to give flight instruction to anyone except Club members.

Article 9: Aircraft Reservations

- 9.1 Aircraft scheduling shall be performed by reserving with the Club's Flight Circle.
- 9.2 The aircraft shall be reserved on a first come, first serve basis

- 9.3 Reserve the aircraft for the time you only wish to use it. That is, do not reserve it for the entire day and only use it for one hour. Consideration and common sense are the keys here.
- 9.4 If you reserve it and cannot conduct the flight for whatever reason, delete your reservation from Flight Circle.
- 9.5 If it appears that you will not be able to return the aircraft back to the airport ready for the next use by the time you initially reserved it for, it is your responsibility for calling the next person to alert them of your revised expected time of arrival so as not to inconvenience them.
- 9.6 Extended reservations. Reservations of up to 2 days require no special action; just record it on the Flight Circle. Reservations of greater than 2 days but less than 6 days can be made in the usual manner, but additionally to being courteous to the other members, please let the membership know. Reservations of greater than 6 days are not prohibited, but again, please let the membership know of your intentions at least 4 weeks in advance so they can schedule their flight and training around your extended reservation. Reservations of greater than 14 days are discouraged, but not prohibited, unless the extended reservation causes conflict with another member's use of the aircraft. Consideration and common sense are the keys.

Article 10: Other matters

- 10.1 No smoking in or around the aircraft.
- 10.2 Damage resulting from faulty flying and/or handling technique will be the responsibility of that individual member causing such damage, except as may be paid by insurance on the aircraft. That is, in most cases the member would be responsible for the deductible, provided the damage was a result of the pilot's actions and not due to circumstances beyond his control. Damage caused by the negligence of a member not indemnified by insurance will be repaired at his/her sole expense and in an expeditious manner to permit the operations of the co-ownership to continue without undue delay or inconvenience. Penalties levied against any member for acts in violation of any law governing the operation of the aircraft shall be borne solely by the member causing the violation.
- 10.3 If any dispute arises under or by virtue of any of the terms of the LLC Operating Agreement, these By-Laws, or any other policy or procedure which the members cannot resolve, the members shall submit the dispute to arbitration by each admitting an additional person into the discussion of their choice. If still not resolved, then the members may take measures to purchase the others' interests as necessary to resolve the matter.
- 10.4 Payment of flight instructors shall be a separate and distinct arrangement from the Club finances. The Club shall not be permitted to hire any instructor

Article 11: Member's Agreement and Binding Effect of By-Laws

11.1 Members agree to the provisions contained in these By-Laws and agree to be bound to these provisions.

~End~