

**West Desert Aviators Flying Club By-Laws and
Aircraft Operating Rules
RANS S-20**

Attachment 1 to West Desert Aviators By-Laws

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This Attachment describes the purpose, details, rules and operating standards for West Desert Aviator Co-owners who have purchased shares in a West Desert Aviator Club Aircraft. Each co-owner will be subject to the By-Laws set forth for the West Desert Aviators, A Utah Non-Profit Corporation and these Flying Club By-Laws and Operating Rules.

PART 1 FLYING CLUB BY-LAWS

ARTICLE 1. PURPOSE

Section 1.1. Purpose. The purpose of the WDA Flying Club is to educate and promote experimental light sport aircraft building, safety and maintenance activities including repairing, testing and flying light sport and similar aircraft. The members elect to participate in a co-ownership of a light sport aircraft wherein each co-owner owns and operates the aircraft as tenants in common.

ARTICLE 2. MEMBERSHIP

Section 2.1 Application. Application for co-ownership shall be made in writing on a form prescribed by the Board of Directors. Every application shall be accompanied by an account set-up and initiation fee of \$500 and a share purchase price of \$6,500 for a total of \$7,000. Continued membership in the club will include Club dues which are currently \$50 per month and are due at the first day of each month. The Club due amounts are subject to change at the discretion of the West Desert Aviators Board of Directors. Applications will be reviewed, and membership will be approved as detailed in the WDA By-laws. Upon approval of application, co-owner will sign and be bound by an Aircraft Co-ownership Agreement.

Section 2.2 Numbers. Co-owners on one aircraft will be no more than ten (10).

ARTICLE 3. FEES

Section 3.1 Share Purchase. The buy-in price for the Club's Rans S-20 N225AZ is \$6,500 non-refundable with an account set-up of \$500 non-refundable fee, for a total amount of \$7,000.

Section 3.2 Ongoing Fees. Each co-owner shall contribute sums to cover regular, fixed costs including, but not limited to, rent, required inspections, taxes and insurance. These sums shall be set by the Board as required. Funds to cover either fixed expenses or special assessments shall be payable on or before the first day of each month.

Section 3.2 Club Dues. Club dues are \$50 per month per co-owner and due the first day of each month. This amount is subject to change by the board as detailed in the Club By-laws.

Section 3.4 Flying Rates. Per hour flight charges are due immediately at the end of the co-owner's flight.

- (a) Rans S-20 N225AZ \$30 per Hobbs hour dry

ARTICLE 4. TRANSFER OF OWNERSHIP

Section 4.1 Transfer of Ownership. Co-owners wishing to sell his or her share in a Club aircraft are bound by Article 10 of West Desert Aviators By-laws. In summary, co-owners may sell his or her share to a third party, the Club holds first rights of refusal rights to the sell. If the sell to a third party is successful, the transferee must fill out an application, be accepted as a co-owner by the Club and pay the \$500 account set up fee to the Club prior to his or her share in the aircraft being valid.

Section 4.2 Transfer Upon Decease of Co-owner. Ownership in Club aircraft will transfer without a Club application or set up fee as detailed in the WDA By-laws Section 10.6

PART 2 OPERATING RULES

ARTICLE 1. BUILDING

Section 1.1 Building Experimental Aircraft. All co-owners have the right to work on building the Club plane in which they have purchased ownership subject to the following rules:

Prior to any building or work done to finish the Club plane:

- Each co-owner will inform the Maintenance Officer (MO) of the work that the co-owner plans to do on the Club plane.
- The co-owner will diligently follow the documentation and manuals provided with the specific Club plane kit.
- No co-owner will make any modifications that are not approved by the kit manufacturer.
- The co-owner will log the work done in the aircraft builders' logbook.
- The co-owner will cause the work done to be signed off by the MO in the builders' logbook.

ARTICLE 2. MAINTENANCE

Section 2.1. Maintenance Officer. The Board of Directors shall appoint the Maintenance Officer.

- Mark Pringle has been appointed Maintenance Officer title.

Section 2.2. Maintenance Operations. No maintenance may be performed on the club aircraft without the Maintenance Officers permission and must be inspected and signed off by the Maintenance Officer when completed.

- This includes all operations under FAR 43.7 and FAR 43.17.

ARTICLE 3. SCHEDULING

Section 3.1. General. No flight will be made unless the aircraft has been scheduled prior to the flight. The schedule must also include the normal time for servicing the aircraft.

Section 3.2. Time Forfeiture. Co-owners failing to use scheduled periods will forfeit each period not started on time, be considered no show and, at the discretion of the Board of Directors, may be fined the full amount of the scheduled time for the time not utilized.

Section 3.3. Cancellation. Cancellation of scheduled flights must be made in a minimum of three (3) hours in advance of the scheduled time for local flights and a minimum of twenty four (24) hours in advance of the schedule time for Cross Country flights, except in extenuating circumstances (validity to be determined by the Board of Directors).

Section 3.4. Meet Schedule. Aircraft will not be retained beyond the scheduled time except under extenuating circumstances. Delays beyond the normal control of the pilot, whenever possible, will be reported to a Board member by telephone or email at the co-owner's expense.

Section 3.5. Off Station/Return. Whenever necessary, due to mechanical conditions, inclement weather or other conditions beyond the control of the co-owner it becomes necessary to land at other than West Desert Airpark, it shall remain the co-owner's responsibility to arrange for the return of the aircraft immediately when conditions are favorable.

Section 3.6. Scheduling. Flight schedules may be made through Flight School Manager app. Or by contacting the club secretary or CFI. Scheduling of instructors is the responsibility of the co-owner desiring instruction. The co-owner will be held responsible for any clerical errors.

ARTICLE 4. LOCAL FLIGHTS

Section 4.1. Length/ Distance. A local flight is a schedule of three (3) hours or less and less than 75 NM from the center of West Desert Airpark UT9.

Section 4.2. Advance Schedule. Local flight schedules may be made a maximum of fourteen (14) days in advance.

Section 4.3. Grace Period. On local flights a grace period of 15 minutes is allowed past the scheduled flight time before the co-owner is considered "no show" and his flight schedule forfeited.

ARTICLE 5. CROSS COUNTRY FLIGHTS

Section 5.1. Length/ Distance. A cross-country is a schedule of more than three (3) hours or a flight greater than 75 NM from the center of West Desert Airpark UT99.

Section 5.2. Advance Schedule. Cross-country flights of 3 days or more must be scheduled thirty (30) days in advance. Unless prior approval from all current owners. Schedules exceeding seven (7) days duration or any flights outside the continental United States must have prior approval by all other owners. If approval is requested, owners have up to 48 hours to respond. If no response is given within the 48 hrs. It is an automatic approval.

Section 5.3. Minimum Charge. Cross-country flight will be charged a minimum of one (1) hour per 24-hour period.

Section 5.4. Grace Period. On cross-country flights, a grace period of thirty (30) minutes will be allowed past scheduled flight time before the co-owner is considered a "no show" and his flight schedule forfeited.

Section 5.5. Filed Flight Plan. No cross-country flight will be permitted without proper filing of an FAA flight plan and obtaining a weather briefing. In addition, an itinerary of the cross-country by dates and locations will be required before departure. Itineraries must be emailed to wdaviators@gmail.com. Itineraries will include the destination airport's identifier and route of flight if applicable. Co-owners not supplying this information will be fined \$25 for each occurrence.

NOTE: The selection of the "CC", "Not Specified", "Cross Country", or "Other" option on the scheduling section of Schedule Master is NOT sufficient.

Section 5.6. Off Station Responsibilities. It shall be the responsibility of the co-owner to provide adequate hanger or tie-down facilities for the aircraft when on cross-country or in the event of a forced landing. It is also the responsibility of the co-owner to take reasonable precautions for safeguarding the aircraft and equipment against the elements and spectators. If inclement weather is expected, the aircraft shall be secured in a hangar when available. Hangar, tie-down, and landing fees expenses are the co-owner's responsibility. Excessive charges to secure the aircraft, at the Board's discretion, may be reimbursed to the co-owner.

ARTICLE 6. FINES

Section 6.1. Schedule. The hourly charge of time not used which was scheduled will be assessed each co-owner failing to cancel local schedules three (3) hours in advance of the scheduled flight without valid reason.

Section 6.2. Cross Country. Unused cross-country schedules or schedules not cancelled 24 hours in advance will be assessed the daily cross-country minimum charge. If co-owner returns early from a cross-country schedule and does not notify each co-owner of the updated availability, the co-owner shall be fined a \$10 daily fee.

Section 6.3. Late Arrival. A fine of \$15 will be charged for each 30-minute period the offending co-owner is late in returning from a scheduled flight. The offending co-owner will make every effort to notify a member of the Board and/or any other co-owner who will be affected by his/her late arrival. At the Board's discretion, this fine may be waived if circumstances warrant.

Section 6.4. Aircraft Security. A fine of \$25- and one-month grounding will be imposed on any co-owner failing to tie down an aircraft, locking the aircraft/baggage doors, failing to turn off the master switch, and/or locking controls at any location while the aircraft is unattended.

Section 6.5. Skidding of Tires. A fine of \$50 will be imposed on any co-owner who is found to have skid the tires of a Club aircraft, which resulted in flat spotting and/or a flat tire.

Section 6.6. Cross Country Itineraries. A fine of \$25 will be imposed on any co-owner who fails to enter the required itinerary on Schedule Master or supply his/her itinerary to a Board member for each cross-country flight made.

ARTICLE 7. INSTRUCTOR/CHECK/TEST PILOTS

Section 7.1. Instructor Pilots. Authorized Club instructors are appointed by the Board. All instructors must be approved by the Board prior to training of student co-owners.

Section 7.2. Check Out. Initial checkout and night checkout flights will be given only by authorized Club instructors.

Section 7.3. Maintenance Flights. Maintenance test flights will be made only by authorized Club instructors or a co-owner designated by the Board.

Section 7.4. List of Instructors. WDA will use the services of West Desert Flight for all flight instruction.

- Matthew Kalm CFI/
- Mark Pringle (appointed as a checkout pilot by Matthew)

ARTICLE 8. PILOT QUALIFICATION AND CURRENCY

Section 8.1. Prerequisites to Flight. A club co-owner, prior to any flight in any Club aircraft will:

- a. Possess a current FAA pilot or student certificate; medical certificate or driver's license for sport pilots and radio telephone permit (when required for international flights).
- b. Possess flight experience and time necessary for aircraft to be checked in.
- c. Complete a written questionnaire on the aircraft to be checked in.
- d. Complete a Day VFR flight check in co-owner's aircraft with a Club instructor.
- e. Ensure the questionnaire and check out form signed by an authorized/approved Club instructor is completed and sent forward for record to the Treasurer.

Section 8.2. Currency. Minimum flight time for currency:

- a. A co-owner who does not maintain currency IAW current FARs will be grounded from flying Club aircraft until becoming recurrent IAW FAR'S.
- b. A co-owner who does not make three (3) takeoffs and landings, and who has not flown one-half (.5) hour of Hobbs time, in 90 days in the Club aircraft, will be required to fly with a Club authorized/approved instructor. Such a co-owner will be considered grounded until he/she has flown with an authorized/approved Club instructor and completed a proficiency check to the satisfaction of the Club instructor in a Club aircraft.

Section 8.3. Student Flights. Student pilots who are receiving instruction in Club aircraft must be a co-owner. Student pilots will be under the control of an authorized/approved Club instructor in all phases of their training. No student will operate a Club aircraft without prior approval of an authorized Club instructor, IAW current FAR'S. Students may not log time on aircraft log sheets unless they are solo or with a Club approved instructor.

ARTICLE 9. GENERAL OPERATING RULES

Section 9.1. Items for Flight. Prior to flight, each Club aircraft will contain the following:

- a. Flight manual or owner's manual as applicable.
- b. Check List
- c. Appropriate charts for the intended flight.
- d. Airworthiness certificate, registration certificate, weight and balance form and radio station license (for flight outside the continental United States), IAW current FAR'S.

Section 9.2. Runways. Club aircraft will operate only from airports and runways listed in the Airport Facility Directory. Runway lengths shall be at least 150% of that required by the Operator Manual for existing actual conditions. A co-owner may be granted a waiver for a runway that does not meet the runway requirements listed above by obtaining approval from three or more board members. (Co-owners assume full responsibility for any damage to aircraft or equipment resulting from operation of Club aircraft into and out of marginal or unimproved runways.)

Section 9.3. Night Flights. A night check-flight will be required by each co-owner wishing to fly Club aircraft at night. Such a check-flight will be conducted by an authorized/approved Club instructor.

Section 9.4. Local Area. The daytime local flight area is designated that area included within a radius of 75 nautical miles from the center of West Desert Airpark. Any co-owner flying outside of this area will file an FAA flight plan and enter the required itinerary on Schedule Master.

Section 9.5. Aerobatic Flight. Aerobatic flight will be performed only IAW the limitations of the airplane owner's manual and in compliance with current FAR'S.

Section 9.6. Required Fuel. No Club aircraft will take off with less than the amount of fuel required to complete the flight leg with reserves IAW the owner's manual and current FAR'S.

Section 9.7. Grounding Authority. Any co-owner of the Board or Club instructor pilot has the authority to ground a co-owner from operating Club aircraft. This grounding must be for good reason and will be effective until the Board reviews the case and takes action thereon.

Section 9.8. Delinquent Account Groundings. A co-owner may be grounded for a delinquent account. This is an account with a balance over thirty (30) days. The grounding will be effective until the account is brought current or satisfactory arrangements are made. Accounts are overdue on the last day of the month in which a statement is received.

Section 9.9. Rule Observance. All co-owners will become familiar with and observe all FAR'S, airport rules, and Club rules and By-laws.

Section 9.10. Records on File. Each Club pilot will have on file:

- a. An application for Club membership.
- b. A copy of the WDA Flying Club Ground Review.
- c. A copy of the Airplane Questionnaire for each aircraft checked out in.

d. A copy of the co-owner's current medical certificate.

e. A copy of one of the following:

1. The co-owner's most recent Flight Review endorsement.
2. Documentation showing the successful completion of a pilot proficiency check conducted by an examiner, an approved pilot check airman, or a U.S. Armed Force, for a pilot certificate, rating, or operating privilege.
3. Documentation showing the successful completion of one or more phases of the FAA Wings program.

Section 9.11. Charges Due. Charges for aircraft usage are due and payable at the completion of the flight and are computed on aircraft Hobbs readings at point of tie down.

Section 9.12. Weather Pre-flight. Co-owners departing on local or cross-country flights will be responsible for obtaining weather conditions for the duration of the flight and otherwise planning for the flight.

Section 9.13. Personal Data Changes. Co-owners will notify the Club Secretary or Treasurer of any change of address, home or business phone number, Flight Review date, or Medical date.

Section 9.14. Accident Security/Reporting. In case of accident that co-owner is responsible for all uninsured damages or claims resulting from or attributable to the accident. All co-owners will be held personally and financially responsible for negligent, illegal, unsafe acts or other violation of Club rules as determined by the Board of Directors.

Section 9.15. Post-flight Responsibilities. The pilot will be responsible for complete servicing, clean up, and hangar or tie-down of the aircraft after his or her flight. The co-owner shall write any discrepancies of operation or malfunction of equipment on the flight record. If, in the opinion of the pilot, the aircraft is not airworthy, he will note this on the flight record and notify a Board member immediately. Any damage not reported and found during a subsequent pre-flight inspection will be the responsibility of the pilot who flew immediately preceding.

Section 9.16. No Non-Co-Owner Flights. Club aircraft may only be operated by co-owners that are in good standing. The co-owner will also be responsible to the Board and the Club for the safe operation of the aircraft within FAR and Club rules and for the security of the aircraft.

Section 9.17. Insurance Grounding. Grounding is automatic if each co-owner does not return annual insurance information to the Secretary or Treasurer by the date specified by the Board. This shall be accomplished by completing an application for membership or other means as directed by the Board.

Section 9.18. Operation of Aircraft for Compensation or Hire. Club aircraft will not be used for carrying persons or property for compensation or hire.

Section 9.19. Fueling of Aircraft. Fueling of Club aircraft will only be done by fixed base operators with filtered automotive or aviation gas or by a Club co-owner using a self-serve pump that has filtered aviation or automotive gas appropriate to the engine and noted in the Owner's Manual. In no case will Club aircraft be fueled with unfiltered gas, including automotive or aviation fuel. If fuel is

siphoned out of Club aircraft to reduce weight, said fuel shall not be placed back into Club aircraft. Violation of this policy will be grounds for immediate expulsion from the Club.

I have read, understand, and agree to comply with the West Desert Aviators Flying Club By-Laws and Aircraft Operating Rules.

Owners name

_____ Date _____

Signature
