

Aruba Flying Club

CODE OF REGULATIONS

December 15, 2005

The Code of Regulations shall govern the use of property of the Club and the privileges of the Club members. Questions of interpretation should be referred to the President of the Club. Exceptions may be authorized by action of the Board of Directors. Anywhere hereunder the terms "he, his himself" applies to "she, her, herself".

SECTION A. GENERAL OPERATING REGULATIONS

1. **MEMBER RESPONSIBILITY.** Any time a member removes a Club aircraft from Beatrix International Airport, that member assumes responsibility for that aircraft, including its return to Beatrix Airport. If the member is unable to return the aircraft to Beatrix Airport, the member assumes responsibility for its timely retrieval or retrieval costs, including the hobbs time for the stranded aircraft, the retrieval aircraft and other retrieval expenses incurred. In the event of non-weather related extraordinary circumstances, the President of AFC is authorized to waive part or all of the retrieval costs, or refer the matter to the Board of Directors at the request of the member.
2. Reservations for/or operation of Club aircraft by any person, either dual, solo or as Pilot in Command shall only be by a Club member, and shall only be in aircraft in sections for which the appropriate initial or upgrade fee has been paid, or by a Club instructor or authorized employee conducting business for the Club. Solo operation requires appropriate Club Instructor checkride and endorsement in the member's logbook and membership card. Non-Club member occupancy of the LEFT front seat is prohibited except for Club instructors or FAA examiners conducting the business of the Club. Notwithstanding the foregoing, an Introductory Flight Program, as authorized by the Board of Directors may be offered to non-members of the Club.
3. Operation of Club aircraft shall be in compliance with Federal Aviation Regulations, the Aeronautical Information Manual, local airport rules, Club Bylaws/Code of Regulations, and the aircraft information manual. Club aircraft shall not be operated in a manner which exceeds the rating or experience level of the PIC.
4. The President of AFC, the Director of Operations, in their absence, the designated boardmember on duty, or other designated representative is the final authority on the use of Club equipment and facilities.

5. The pilot's valid membership card shall be placed in the holder provided whenever any member is flying a Club aircraft.
6. Club aircraft shall not be used for commercial purposes. Sharing of flight expenses by other members or guests is not considered a commercial use. The Board of Directors will issue for every registration a separate guideline, which will be considered as elaboration of this article.
7. Preflight inspection and determination of the aircraft's suitability for safe flight is the responsibility of the PIC.
8. Aircraft shall not be moved in or out of the Club hangar except with assistance of Club staff.
9. Operation of Club aircraft on gravel shall be avoided whenever possible.
10. Loading or unloading of passengers with the engine running is prohibited, except for a Club instructor soloing a student pilot.
11. Pets shall not be transported in Club aircraft unless placed in a container.
12. Flying over any body of water beyond the glide capabilities of the aircraft is prohibited without swim vest for all occupants and a life raft suitable to harbour all occupants.
13. Club Aircraft shall only be flown in areas for which it has insurance coverage. Please always verify the coverage area in the insurance document for the specific aircraft.
14. Operation of Club aircraft shall not be conducted from the right seat except by Club instructors or members actively engaged in acquiring the Flight Instructor Certificate. Right seat privileges for a CFI candidate must be requested of the Chief Pilot in writing, and upon approval shall be subject to review every six months. A CFI candidate shall not fly from the right seat solo, or from the right seat with passengers unless the logbook has separate instructor endorsements for each of these operations. At no time shall a passenger riding with a right seated CFI candidate operate the controls of a Club aircraft.

15. Securing and tidying up the aircraft after each flight is the member's responsibility and includes:
 - Clean up of interior
 - Control lock installation
 - Turning off Master and ignition switches
 - Placing of Sunscreens
 - Locking windows and doors
 - Securing by placing of Chocks
 - Placing air inlet covers.
16. Club aircraft shall be landed only at airports shown on the current ONC aeronautical charts.
17. If a precautionary or emergency off airport landing is conducted, the aircraft shall not be flown out by the member using that aircraft. Club management shall be notified at the earliest opportunity in the event of an off airport landing, and shall provide direction for the retrieval of the aircraft.
18. Club aircraft shall not be parked overnight at any other airport than Beatrix Airport, exception are for overnights at Hato and Flamingo Airport, unless weather or mechanical problems dictate. Except as otherwise provided, all VFR flights shall be planned to arrive before sunset, with an adequate margin for unforeseen events.
19. Club aircraft shall not be flown into known icing conditions or severe turbulence.
20. Any time a member fails to turn off an aircraft master switch, requiring a battery charge, said member may be assessed \$15.00 or the actual cost of the charge, whichever is greater.
21. Except as authorized by the President of AFC solely in the furtherance of Club business, non-Club aircraft are not permitted onto the leased premises of the Club.
22. No parts or accessories, nor fuel and/or lubricants shall be purchased for, sold to or distributed to any person by the Club for use on any airplane not owned or leased by the Club. This does not preclude the disposal of used or excess parts or accessories acquired by the Club in the normal course of business.
23. AFC building, hangar, tie down ramp (including fuel pad) and airplanes are designated as non-smoking areas. The Chief Mechanic and the President of AFC may permit smoking in designated areas.
24. The member will not give or lend the provided key to any other person without prior written approval of the Director of Operations or the President of AFC. He will not provide by any and no means any opportunity to third party to duplicate this key nor will he duplicate the key himself. Upon lost or theft or misplacement or for any other

reason he no longer has possession of the key, he will immediately notify the Director of Operations or the President of this fact.

25. The member will not provide by no means access to the aircraft to others except in those cases when flight plans and general declarations are filed. .
26. The member will strictly adhere to ALL the applicable rules and regulations valid in the airspace in which he will fly.
27. The member will strictly adhere to ALL the applicable rules and regulations valid for the visiting aerodromes. He will also make sure that persons accompanying him on a flight will adhere to these rules.
28. The member also indemnifies the AFC and its board members, Aruba Flying Foundation and/or Trust 284 for any possible claims, lawsuits, prosecution or whatsoever due to his presumed or proven wrongdoings.
29. REMEDIAL TRAINING. Remedial Training may be required for any member at the discretion of the Chief pilot. Solo flights may be restricted prior to completion of said training.
30. Upon breaching the rules stated above under point 3 and point 4, he will be liable for a penalty of USD. 500.00, being the cost of replacement of the key system in the aircraft. For any and/or all other breachment of the above stated rules, the Board of AFC reserved the right to suspend and/or expel him from the AFC as per our articles of incorporation. Any recourse for such a decision shall be governed by these articles
31. The breaching Section A: article 24 of this Code of Regulations, the member will be liable for the damages, a penalty of USD. 500.00, being the cost of replacement of the key system in the aircraft.
32. For any and/or all other breachment of the Code of Regulations, the Board of AFC reserves the right to suspend and/or expel the member from the AFC as per our articles of incorporation. Any recourse for such a decision shall be governed by these articles

SECTION B. DAMAGE TO AND MAINTENANCE OF AIRCRAFT

1. **ALTERATIONS.** Mechanical or electrical alteration or attachment to Club aircraft shall not be conducted except under supervision of Director of Maintenance.
2. **DISCREPANCIES.** When an aircraft discrepancy is noted, the member log the discrepancy in the comment space in the logbook of the aircraft. If the discrepancy is believed to be one of a serious nature, or would adversely affect the safety of flight, the member shall immediately notify the Director of Maintenance of the discrepancy, in addition to the written report (log).
3. **KNOWN DAMAGE.** Failure to report known damage to Club aircraft can result in automatic termination of membership of the member or members involved.

SECTION C. RESERVATIONS

1. **SCHEDULING.** All flight time shall be scheduled in the reservation book by the member either in person or by calling the Director of Operations of the Club. The aircraft must be returned to the Club prior to the end of its reserved time. The Club should be informed promptly in the case of an inadvertent delay. Reservations shall be accepted only for members IN GOOD STANDING.
2. **RESERVATIONS.** Only one reservation for instruction or for student solo flight (regardless of aircraft type) may be placed in the reservation book for any given day by any member. During those periods of lower demand, or for special requirements, these standards may be extended at the discretion of the Director of Operations or the President of AFC. The Director of Operations is authorized to deny usage of any aircraft operated by AFC, if there is suspicion of commercial operation.
3. **CANCELLATIONS.** It is the member's responsibility to cancel or modify a reservation in the event that member is unable to show. This includes weather related situations. The member should call the Club if there is any question of weather. In the event that cancellations are caused by maintenance problems, Club personnel will endeavor to contact those members affected.
4. **NO SHOW PENALTY.** Any member more than fifteen minutes late for a reservation shall be subject to forfeiture of the reservation. Any member who fails to cancel or modify reserved time within thirty minutes from the beginning of the reserved time period shall be assessed an amount equal to fifty percent of the reserved time up to a maximum of two hours for the type airplane reserved. If the reservation involves flight instruction, the offending member shall also pay for fifty percent of the reserved time at the appropriate published instructor rate. Failure to pay such assessments within ten days of notice shall result in termination of flying and reservation rights until such assessments have been paid.

5. **CHANGING ANOTHER'S RESERVATION.** No member shall erase or otherwise change the reservation of another member without the consent of that member. Club management only may make reservation changes for any aircraft for maintenance purposes, or to generally improve availability of aircraft for the membership. The type of aircraft and the reserved time may not be modified without consent of that member, if a change is made for availability purposes.
6. **AIRCRAFT RESTRICTIONS.** Only Cessna 172's may be operated by PPL students. The complex and high performance aircraft shall not be operated by primary students.
7. **MINIMUMS.** Minimum hours apply each day eight consecutive hours are reserved. Minimums are 1.5 hours per day: weekdays, weekends and holidays. Minimums shall not apply beyond the reservation period, if the return is delayed for weather or mechanical reasons.
8. **DOUBLE SIGN-UP RULE.** Only one weekend or holiday reservation may be entered in the reservation book at any given time. A subsequent weekend or holiday reservation may be entered only after a current reservation has been flown out or cancelled. The use of another member's name for purposes of double signing up constitutes a violation of this rule for both parties involved. A single reservation is defined as time reserved for a single purpose use, i.e., a vacation trip over several days or weeks, a 1-1/2 hour lesson, a three hour dual cross country trip, a pleasure flight for all or part of one day, etc.
9. **EXCEPTIONS TO THE DOUBLE SIGN-UP RULE.**
 - a - Same Day Exception. Reservations made the same day as the intended flight will be accepted regardless of and without jeopardizing a future weekend or holiday reservation. Such reservations are limited to the same day.
 - b. Extended Trip Exception. Those members who need to reserve an airplane at least three weeks in advance for an extended trip of at least two full days may request a "NO WEEKEND RESTRICTION" privilege which must be approved by the Director of Operations or by the President of AFC. This privilege allows the member to enter weekend or holiday reservations prior to the extended trip, but such reservations may not involve more than one holiday or weekend day. Only one "NO WEEKEND RESTRICTION" privilege shall be granted at any given time.
10. **STAND-BY RESERVATIONS.** A stand-by reservation may be requested by a member when the type of airplane desired is not available for the time period desired. Stand-by reservations are fulfilled in the order received in the event of cancellations. Such reservations are prohibited if they would create a violation of the Double Sign-Up Rule.

SECTION D. PAYMENT

1. **TIME OF PAYMENT.** All Club purchases and transactions involving amounts due the Club must be paid immediately. This includes, but is not limited to, payment for flight and instructor time when the aircraft is returned after the Club is closed. Should a member fail to make payment in full immediately, the unpaid amount can be subject (at the discretion of Treasurer) to a ten percent (10%) penalty if full payment of the total amount is not received by the Club within five (5) days from the transaction date, and is further subject to an additional one percent (1.5%) penalty for each thirty day period thereafter that the amount remains outstanding. The total penalty that may be charged for each transaction, however, is limited to 20 percent (20%) of the original unpaid amount
2. **IN GOOD STANDING.** Any member in arrears by virtue of any under payment or non payment for a period greater than five days shall lose reservation and flight privileges until such monies and penalties are received by the Club.
3. **MEANS OF PAYMENT.** Acceptable means of payment include checks, debit card, block, regular and other Club accounts as described hereinafter. Paper money/coin is unacceptable for payment to the Club for any purpose, and if deposited with the Club, it is at the member's sole risk and responsibility, and remains so until such payment is deposited in the bank.
4. **RETURNED CHECKS.** Any check returned by a member's bank for any reason shall subject that member to all bank charges incurred by the Club plus a service charge of fifteen dollars (\$15.00).
5. **FLIGHT TIME.** Flight time shall be assessed according to the HOBBS meter in the aircraft, based on the current published hourly rates. If the hour meter is malfunctioning, flight time shall be determined by the TACH meter + 10% or by the President of AFC in consultation with the member.
6. **REGULAR ACCOUNTS.** Regular Accounts (non-discounted and prepaid) may be established with the Club and funds added to them at any time. Regular Account funds may be applied to all Club payments.
7. **BLOCK ACCOUNTS.** Block Accounts may be offered for sale by the Club, during specific time periods, for specific discounts and under specific conditions as determined by the Board of Directors.
8. **RECORDS.** The official record of Block and Regular Accounts is maintained by the Club, and is available for inspection or to resolve discrepancies between Club records and those of the member. Such inspection is limited to the accounts of the individual member making such request

9. REFUNDS. Refunds of the remaining account balance shall be upon request; however, the Block Account refund shall be reduced by the purchase discount rate.

SECTION E. CHECK RIDES

1. CLUB CHECK RIDE. All members can be subjected to a check ride by Club instructor. The instructor's signature and a logbook endorsement is evidence of a satisfactory check ride. Such check ride and concurrent presentation of a valid medical and pilot certificate to a Club instructor is required for PIC flight in Club aircraft. Check rides should be in the aircraft the member is authorized to fly. BFR's, flight tests for Pilot Certificates and upgrade check rides shall count as an Club check ride providing such flight is in the appropriate aircraft.
2. UPGRADE CHECK RIDES. Upon upgrading to an other type aircraft, PIC flight in that aircraft type is prohibited until the member has fulfilled the upgrade checkride requirements as may be established by the Club for that aircraft type. Fulfillment of such requirements is evidenced by an instructor endorsement in the member's logbook.

SECTION F. FLIGHT INTO INSTRUMENT METEOROLOGICAL CONDITIONS (IMC)

1. NEW INSTRUMENT PILOT - PIC HAS LOGGED LESS THAN 8 HOURS OF ACTUAL INSTRUMENT FLIGHT SINCE ACQUIRING THE INSTRUMENT RATING. Departure from any airport into IMC is prohibited unless the visibility is at least one mile and the ceiling is at least 1000 feet at the departure airport.
2. MODERATELY EXPERIENCED INSTRUMENT PILOT - PIC HAS LOGGED AT LEAST 8 BUT LESS THAN 15 HOURS OF ACTUAL INSTRUMENT FLIGHT SINCE ACQUIRING THE INSTRUMENT RATING. Departure from any airport into IMC is prohibited unless the visibility is at least one mile and the ceiling is at least 800 feet, and in no case, if less than the published landing minimums for the approach available to that aircraft at the departure airport.
3. EXPERIENCED INSTRUMENT PILOT - PIC HAS LOGGED AT LEAST 15 HOURS OF ACTUAL INSTRUMENT FLIGHT SINCE ACQUIRING THE INSTRUMENT RATING. Departure from any airport into IMC is prohibited unless visibility and ceilings are greater than or equal to the published landing minimums for the approach available at the departure airport.
4. PERSONAL LIMITS. Each pilot shall establish and adhere to personal limits, which may exceed those stated above, based on that pilot's experience and skill levels.

SECTION G. CROSS COUNTRY TRIPS-RATED PILOTS

1. **TRIP APPROVALS.** Any trip beyond a 400 nm radius from Beatrix Airport and/or for 7 to 13 days requires an Extended Cross Country Trip Application approval by the Chief Pilot in advance of the proposed trip. Reservations for 4 or more consecutive days require, additionally, approval of the Board of Directors.
2. **MINIMUM REQUIREMENTS.** Before taking any trip beyond a 400 nm radius from Beatrix Airport, the member must meet the following minimum requirements:
 - a. Private Pilot Certificate and three trips, including:
 - b. At least one trip beyond a 60 nm radius from the original point of departure (OPD)
 - c. At least one trip beyond a 100 nm radius from the OPD
 - d. At least one trip beyond a 200 nm radius from the OPD with landings at two other aerodromes than the OPD.
3. **CROSS COUNTRY FUEL.** Cross country fuel shall be deducted from the Flight Time Assessment, and is based on the number of gallons purchased multiplied by the current published Aruban fuel rate. Fuel receipts identifying the aircraft and gallonage must be submitted in the appropriate envelope immediately after each flight, including after-hours returns and no-payment situations. This enables the deduction to be entered along with the original flight-time computer entry.
4. **CROSS COUNTRY MAINTENANCE.** Whenever maintenance is required on a cross country trip, the member responsible for that aircraft shall contact the Club before authorizing such maintenance. Cross country maintenance costs are deducted from the Flight Time Assessment. Receipts for such maintenance must be submitted in the appropriate envelope immediately after each flight, including after-hours returns and no-payment situations.
5. **WEATHERED IN.** Anytime weather delays the return of a Club aircraft beyond its reserved time period, the responsible member shall promptly notify the Club of the expected delay. "Minimums" shall not apply beyond the reserved time period if weather causes such delay.
6. **NIGHT FLYING.** Operation of Club aircraft between sunset and sunrise is prohibited, except with a Club instructor with CFII rating or under IFR. Sunset and sunrise is as published by the National Weather Service or other recognized authority for that area in close proximity to the destination airport.
7. **CLUB SPONSORED TRIPS.** Trips formally sponsored by the Club and advertised as such require in each airplane at least one instrument rated pilot who is current on instruments and current at night per the Federal Aviation Regulations.

SECTION H. NIGHT FLYING

1. INSTRUMENT NIGHT FLYING PROGRAM.

Qualifications. Instrument rating and instrument current as defined by the Federal Aviation Regulations or the regulation of the country of registry of the aircraft flown. Three take-off's and landings to a full stop within the previous ninety days. These qualifications shall be met prior to any night departure.

b. Requirements. Each participant must have his logbook checked for instrument and night currency every 180 days by a Club instructor, and his name and 180 day expiration date entered on the Instrument Night Flying List. An annual demonstration of instrument competency must be included as part of the Club Check Ride and/or an Instrument Competency Check.

c. Privileges. Each qualified member shall have unlimited access to Club aircraft, and is not subject to geographic restrictions except as may be provided elsewhere in the Code of Regulations.

d. Night IMC. Departure from any airport into IMC is prohibited between sunset and sunrise unless the visibility is at least one mile and the ceiling is at least 1,000 feet at the departure airport, regardless of pilot experience.

2. VFR NIGHT FLYING is prohibited within Aruban and Antillean Airspace including Curacao FIR. In Airspaces where it is allowed only PIC with a current IFR rating are allowed to do so.

SECTION I. FLIGHT INSTRUCTION

1. FLIGHT INSTRUCTORS. No person shall give flight instruction in Club aircraft unless that person is a Instructor listed by the AFC as a Flight Instructor. The only exceptions are the FAA and Designated Examiners when performing as Flight Examiners for pilot certificates, ratings, or other official examinations. All flight instruction must originate and finish at the Club, under full control and direction of the CFI.

2. INSTRUCTION RATES. Flight and ground instruction rates shall be only as approved and published by the Board of Directors, and shall be paid directly to the CFI.

SECTION J. SOLO FLIGHT BY PRIMARY STUDENT PILOTS

1. Student solo flight requires on site instructor or staff approval prior to each departure. The first student solo flight must be preceded with a satisfactory phase check ride with another Club Instructor.

2. Student solo flight requires dual instruction and instructor endorsement on the student pilot card and logbook within the preceding 90 days.

3. Student pilots shall not practice forced landing procedures solo.

4. Landing at airports other than Beatrix Airport is prohibited except for approved solo cross-country trips.

5. Touch and Goes are prohibited for student pilots, unless that student's logbook has been appropriately endorsed by a Club instructor, and in any event, not until that student has logged five hours of solo flight. "Go arounds" are permitted and encouraged at any time the student feels the slightest discomfort with the final approach environment.
6. Students shall not depart on any local solo flight if the fuel tanks are less than half full, as determined by the dipstick provided by the Club for the specific aircraft.
7. The following weather minimums apply to student solo flight:
TRAFFIC PATTERN = Class B Airspace of Aruba
PRACTICE AREA = Class D Airspace of Aruba
CROSS COUNTRY = International Flights
MINIMUM CEILING as per Aruba AIP
MINIMUM VISIBILITY as per Aruba AIP
MAXIMUM SURFACE WIND 20
MAXIMUM GUST FACTOR 25
MAXIMUM X-W COMPONENT 15
AND THE WEATHER MUST NOT BE FORECAST TO DETERIORATE BELOW THESE MINIMUMS.
Exceptions to the above minimums may be made by a student's primary instructor ONLY if surface winds do not exceed 25 knots, the above gust and crosswind component maximums are not exceeded, AND if the weather is forecast to improve.
8. In the event that unforecasted weather is encountered on student solo cross country trips, which does not meet the above minimums the student must call the Club before departing from the remote airport.
9. Student solo flight is prohibited outside the Class D Airspace of Aruba, 25 nm radius from ARP of Beatrix Airport and ceiling of 6500 ft. thence not more than 12 nm from the shoreline.
10. Student solo cross-country trips beyond a 25 nm radius from Beatrix Airport are prohibited unless Student has been authorized by the Club Instructor.
11. Student solo cross-country flights must be planned to return to Beatrix Airport at least two hour before sunset.
12. The Student Solo Cross-Country Trip Plan form must be completed and reviewed by an on site instructor prior to departure on any solo cross-country flight.
13. Students must top the fuel tanks at each departure point on solo cross-country trips whenever total flown hours is more than 2 hours from the last fueling point. Upon fueling stops, aircraft should be fully fueled.

14. Student Solo Cross-Country Trips are authorized only to the following airports:
Any combination of Beatrix, Hato and Flamingo.