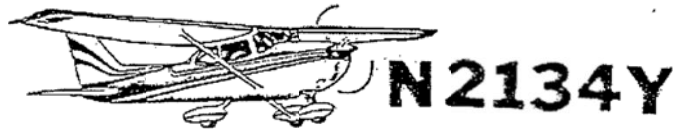


Hi-Line Flying Club, Inc.



Revised April 29, 2017

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Articles of Incorporation of HI-LINE FLYING CLUB

Article I

The name of the Corporation is "Hi-Line Flying Club", Hereinafter "The Club"

Article II

The duration of the Club shall be perpetual.

Article III

The Club is organized as a non-profit corporation pursuant to the provisions of Chapter 24.03 of the Revised Code of Washington for the following purposes:

1. To own and maintain one or more aircraft for the pleasure, recreation, instruction and use by the members of this corporation.
2. To provide for its members a convenient -means for private flying at the most economical rates.

Article IV

Directors of the Club shall not be responsible for monetary damages for conduct as a director: provided such provision shall not limit or eliminate the liability of a director for acts or omissions that involve intentional misconduct by a director or a knowing violation of law by a director, or any transaction from which the director will personally receive a benefit in money, property or services which the director would not otherwise be entitled.

Article V

Initial registered office:
17056 20 Ave. SW, Seattle, WA 98166
Initial registered agent: F. Grant Staples

Article VI

The powers, business and property of the Club shall be exercised, conducted and controlled by a board of directors of five (5) members.

Initial directors shall include:
F. Grant Staples 17056 21st Ave. S.W. Seattle, WA 98166 President
Steve Sherman 1132 S. 274th Pl. Des Moines, WA 98198 Vice-President
Howard Davenport 17615 S.E. 290th St. Kent, WA 98042 Treasurer
Gerry Yates 17255 139th Pl, S.E. Renton., WA 98058 Maintenance Officer
Herb Leake 1908 r^d Ave N. Seattle, WA 98109 Secretary

Article VII

The incorporator is F. Grant Staples 17056 21 Ave. S.W. Seattle, WA 98166

Article VIII

In the event this corporation is dissolved, distribution of the corporate assets will be determined by the Board of Directors.

Approved:

STATE OF WASHINGTON

COUNTY OF KING

On this day, before me, the undersigned, a notary public in and for the state of Washington, duly commissioned and sworn, personally appeared, F. Grant Staples, Gerry Yates and Herb Leake, to me known to be the individuals described in and who executed the foregoing Articles of Incorporation and they severally acknowledged to me, each for himself, and not for the other, that he signed, sealed and executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have here onto set my hand and official seal this day of August, 2002.

Notary Public in and for the State of Washington Residing in Seattle Washington

(seal)

BY-LAWS OF HI-LINE FLYING CLUB, INC.

ARTICLE I -- PURPOSE:

1. The purpose of this. Club shall be to provide for its members convenient means for private, flying at the most economical rates.

ARTICLE II -- MEETINGS OF MEMBERS

1. All meetings of the members, except as herein otherwise provided, shall be held, at a place to be determined by the President.
2. The annual meeting of the Club shall be held in February at such time as the President shall determine.
3. Notice of the annual meetings of the members shall be given by written notice emailed to each member at his last known email address at least five (5) days before such annual meeting.
4. Special meetings of the members may be held at such time and place as the President may determine, or may be called by a majority of the directors or by written emailed petition of at least two (2) members. It shall be the duty of the Secretary to call such meeting within thirty (30) days after such demand.
5. Notice of special meetings of members, stating the time and in general terms the purpose thereof, shall be given in a like manner as the notice required for the regular annual meetings. If a quorum of members shall be present at any meeting, any business may be transacted without previous notice.
6. At any meeting of the members, a quorum shall consist of one-third of the members who are in good standing.
7. The President, or in his absence the Vice-President, or in the absence of the President and Vice-President, a Chairman elected by the members present shall call the meeting of the members to order and shall act as the presiding officer thereof.
8. At the annual meeting of the members, the members shall elect by ballot the officers of the club as constituted by these By-Laws. These officers to constitute the Board of Directors.
9. At every meeting of the members, each member shall have only one vote.
10. A majority vote of the members present is necessary for the adoption of any resolution and for the election of a member to the Board of Directors.

ARTICLE III -- DIRECTORS

1. The powers, business and property of the Club shall be exercised, conducted and controlled by a Board of Directors of five (5) members.
2. Each Director shall be elected annually at the regular meeting of the members from the membership of the Club.
3. In case of a vacancy in the Board, the remaining Directors shall fill such vacancy by appointment from the Club membership. If three or more vacancies occur at any time, they shall be filled by vote of the members at a meeting duly called.
4. Regular meetings of the Board of Directors shall be called at any time and place to be determined by the President.
5. Special meetings of the Board of Directors shall be called at any time on the order of the President or on the order of two Directors.
6. Notice of special meetings of the Board of Directors stating the time and in general terms, the purpose shall be emailed or personally given to each Director not later than the day before the day appointed for the meeting. If all Directors shall be present at any meeting any business may be transacted without previous notice.
7. Three (3) Directors shall constitute a quorum of the Board at all meetings and the affirmative vote of at least three (3) Directors shall be necessary to pass any resolution or authorize any act of the Club.
8. Each member of the Board of Directors shall serve without any compensation or reward, except as otherwise provided in these By—Laws.
9. The Board of Directors shall cause to be kept a complete record of all its acts and proceedings of its meetings and to present a full statement at the regular meetings of the members, showing in detail the condition of the affairs of the Club.
10. The Board of Directors shall have the power and authority to promulgate and enforce all rules and regulations pertaining to the use and operation of Club property and to do and perform, or cause to be done and performed any and every act which the Club may lawfully do and perform.

ARTICLE IV -- OFFICERS

1. The Executive Office of the Club shall have a President, Vice—President, a Secretary, a Treasurer and an Aircraft Maintenance Officer and shall be known as the Board of Directors.

2. The President, Vice—President, Secretary, Treasurer, and Aircraft Maintenance Officer shall be elected by the membership at the regular annual meeting of the members, and shall hold office for twelve (12) months and until their successors are elected and qualified.
3. The President, Vice-President, and Secretary shall serve without compensation or reward. The Treasurer and Aircraft Maintenance Officer shall each receive one (1) hour of flying time per month as compensation for their services, except that if the Aircraft Maintenance Officer has a valid A&P license, he shall receive two (2) hours of flying time per month.
4. Flight hours accumulated by these officers cannot exceed 12 hours at any time and are not transferable.
5. The Treasurer shall be bonded, the premium therefore to be at the expense of the Club.

ARTICLE V -- PRESIDENT

1. The President shall be the Chief Executive Officer of the Club. He shall preside at all meetings of the Club and the Board of Directors. He may call any special meeting of the members of the Board of Directors and shall have, subject to the advice and control of the Directors, general charge of the business of the Club, shall execute with the Secretary, in the name of the Club, all contracts and instruments other than checks which have been first approved by the Board of Directors.
2. The President shall be responsible to the Board of Directors for the operation of the Club. He shall make and enforce decisions regarding the suitability of all equipment and the qualifications of all members for every type of flight operation. He shall recommend for approval to the Board of Directors all operational rules of the Club and shall report with recommendations all violations of such rules by any member of the Club.

ARTICLE VI -- VICE PRESIDENT

1. The Vice—President shall be vested with all the powers and shall perform the duties of the President in case of the absence or disability of the President.
2. The Vice—President shall also perform such duties connected with the operation of the Club as he may undertake at the suggestion of the President.

ARTICLE VII -- SECRETARY:

1. The Secretary shall keep the minutes of all proceedings of the members and of the Board of Directors in books provided for that purpose. He shall attend to the giving and serving of notices of all meetings of the members and of the Board of Directors and otherwise. He shall keep a proper membership book showing the name of each member of the Club, the book of By—Laws, the Club Seal, if any and such other books and papers as the Board of Directors may direct. He shall execute with the President, in the name of the Club, all contracts and instruments which have been first approved by the Board of Directors. In the absence or disability of the Treasurer and under the direction of the President he shall execute in the name of the club checks for expenditures authorized by the Board of Directors.
2. The Secretary shall perform all duties incident to the Office of the secretary, subject to the control of the Board of Directors.
3. The Secretary shall also perform such duties connected with the operation of the Club as he may undertake at the suggestion of the President.

ARTICLE VIII -- TREASURER

1. The Treasurer shall execute in the name of the Club all checks for the expenditures authorized by the Board of Directors. He shall receive and deposit all funds of the Club in the bank selected by the Board of Directors, which funds shall be paid out only by check as hereinbefore provided. He shall also account for all receipts, disbursements and balance on hand.
2. The Treasurer shall perform all duties incident to the Office of the Treasurer, subject to the control of the Board of Directors.
3. The Treasurer shall also perform such duties connected with the operation of the Club as he may undertake at the suggestion of the President.

ARTICLE IX -- AIRCRAFT MAINTENANCE OFFICER

1. The Aircraft Maintenance Officer shall be responsible for maintaining the current information in the log—books of the aircraft.
2. The Aircraft Maintenance Officer shall be responsible for maintaining the aircraft in

proper operating condition, by or under the supervision of a properly certificated aircraft and engine mechanic, and for obtaining all checks, inspections, major overhauls and for compliance with all service bulletins for the aircraft.

3. The Aircraft Maintenance Officer shall be responsible for all papers required to be carried in the aircraft and for the execution of all papers required upon the completion of inspections and major repairs.

ARTICLE X -- VACANCIES

1. If the Office of President, Vice—President, Treasurer, or Aircraft Maintenance Officer becomes vacant for any reason, the Board of Directors shall elect a successor who shall hold office for the unexpired term.

ARTICLE XI -- SAFETY BOARD

1. A Safety Board shall be designated at the discretion of the Board of Directors for each aircraft accident involving either a member of the Club or any equipment belonging to the Club, providing such accident resulted in damage to equipment exceeding a sum of five hundred (\$500.00) dollars.
2. The Safety Board shall consist of three (3) members of the Club who were not involved in the accident.
3. The Safety Board shall take all steps necessary to ascertain the facts, conditions and circumstances of the accident; shall as reasonably necessary arrive at conclusions regarding the probable cause and the responsibility for said accident; and shall make known to the Board of Directors, and to all parties involved in the accident, its findings in the form of a written or oral report.

ARTICLE XII -- HEARINGS

1. The Board of Directors, upon receipt of the findings of the Safety Board, shall offer to all parties involved in the accident the opportunity of a hearing. After the hearing, or if such hearing is waived by all the parties involved in the accident, the Board of Directors shall decide the financial responsibility based on the following rules. The decision of the Board of Directors shall be final.
2. (A) If any accident is caused by willful violation of FAA, CAB, local regulations or improper pilotage or held responsible by the Safety Board for said damage, the member at fault shall be responsible for an amount up to the value of his share. If the assessed damage exceeds the

value of one share, all members shall be assessed equally for that amount in excess of the value of one share.

(B) In the event the person at the controls of the aircraft at time of damage is not held responsible for the damage, all club members will be assessed equally to cover cost of damage.

3. All financial obligations imposed on any member as a result of the decision of the Board of Directors shall be satisfied within thirty (30) days after written notice. Otherwise, in the case of a member, all unsatisfied monies may be deducted from the membership fee, the remainder of which shall be returned to the member with a cancellation of membership in the Club.

ARTICLE XIII -- MEMBERSHIP

1. New members may be admitted to the Club only after being approved by an unanimous vote of the members. Membership shall be limited to seventeen (17) members.
2. A person duly elected to this Club as hereinbefore stated shall be deemed a member upon purchase of an existing membership. Each member shall be assessed monthly dues. Said dues to be payable one (1) month in advance, due on the fifteenth (15) day of each month.
3. Monthly dues may be reviewed at the annual meeting or as otherwise directed by the Board of Directors.
4. New members shall be subject to a ninety (90) day provisional membership period beginning from the date of notification of admission. During the provisional membership period, new members shall be subject to immediate expulsion from the Club, upon a unanimous vote of the Board. Aircraft access and privileges shall be immediately suspended from the New member upon notification of a vote for expulsion by the Board. Within sixty (60) days of notice, the Board will cause payment to "buyout" the share for the expelled New member at the following rate: (90% of the current sales flyer price, or 90% of share price paid by the expelled New member, whichever amount is lower; minus any outstanding amount owed to the Club). Any and all share ownership rights shall revert to the Club upon payment to the expelled New member.
5. A member may withdraw from the Club upon notification to the Secretary in writing, thirty (30) days in advance and said member may make his withdrawal final within the next ninety (90) days without further notification provided that the withdrawing member has disposed of his share in the assets of the Club to a new member acceptable to the Club. The Club shall have the first option to purchase the share of a member wishing to withdraw from the Club and the Club shall have thirty (30) days from the withdrawal notice to exercise this option.

6. Any member who has failed to pay his dues or any sum due the Club within fifteen (15) days after said sums shall be due, shall be considered a delinquent member and shall be automatically suspended from flying the Club aircraft. When a delinquent member fails to pay his dues, to pay any sum owed to the Club, or to make appropriate arrangements with the Board of Directors for the payment thereof within sixty (60) days of the due date, the member shall automatically be considered as indicating his intention to withdraw.
7. A member may be expelled by a two-thirds vote of the members voting at any regular or special meeting of the members. Ten (10) days' notice shall be given to each member who shall have the right to be heard either in person or by counsel at a meeting of the Club called for this purpose. A member so expelled shall receive from the Club a sum equal to the current value of his share less any monies, dues or fines owing to the Club. The Club will have sixty (60) days to pay the value of the share or sell it to an approved applicant.

ARTICLE XIV -- SURPLUS

1. The net savings or surplus remaining after all operating costs and other expenses have been paid shall remain in the Club's treasury for the purchase of new equipment, for contingencies or for the purpose of reducing the hourly rates for flying as shall be determined by the Board of Directors. The net savings in any event shall not be distributed to the members for their individual use.

ARTICLE XV -- LIABILITY

1. If liability insurance coverage is not carried by this Club, it shall be the responsibility of the pilot to request the passenger to sign a liability waiver.
2. The members of the Club and his heirs or their assigns do hereby release the Club from any liability in case of accident or death.

ARTICLE XVI -- AMENDMENTS

1. These By Laws may be repealed or amended or new bylaws adopted at any meeting of the members called for that purpose or at any regular meeting of the members by a two thirds majority vote of all members.

OPERATIONS RULES

1. FLIGHT LIMITATIONS

- a. Members of the Club shall observe all existing Civil Air Regulations, state, local airport and club rules. The aircraft engine shall not be started in the hangar or without a competent operator at the controls. No member of the Club shall execute slow rolls, snap rolls, inverted flight or unusual maneuvers which might cause structural damage, other than maneuvers required in flight tests for any airman certificate. The aircraft shall be operated only from those landing areas which are officially recognized as a public or private airport. Operations from other landing areas will be permitted only upon the prior approval of the Board of Directors. Use of the Club aircraft for commercial purposes is prohibited. The aircraft shall not be loaned nor rented to non-members unless approved by the Board of Directors.

2. ELIGIBILITY

- a. The aircraft owned by the Club shall not be flown by persons other than members unless a member is an occupant of a front seat of the aircraft. Exceptions to this rule may be granted only by action of the Board of Directors.
- b. New members must pass a check ride given by a qualified pilot designated by the Board of Directors.

3. RESERVATIONS

- a. All flying time shall be scheduled in advance of the proposed flight. Time schedule for aircraft use must start on the hour.
- b. Any member more than fifteen (15) minutes late for his scheduled period shall forfeit the remainder of his 1st scheduled hour to any member desiring it.
- c. It is intended that maximum freedom and convenience be extended to each member in the use of the aircraft. However the following guidelines should be used in fairness to all other members.
- d. Extended time away from Renton Airport with less than three (3) hours per day flight time should be avoided on a repeated basis. (Example: going to Ocean Shores for a weekend

once in a while is okay but doing it every weekend is abuse.)

- e. For extended time away from the Renton Airport (multiple consecutive days of a cross-country trip) the member shall be charged actual flight, time or two (2) hours per day whichever is greater.
- f. A cross-country flight involving an absence of more than two (2) nights or more than one (1) weekend shall be scheduled only upon the approval of the Board of Directors.

4. RESPONSIBILITY

- a. In all cases, whether local or cross-country, it will be the responsibility of the member using the aircraft to make a preflight inspection prior to each flight, to service the aircraft at the end of his flight, to sign the fuel and oil receipts, to fill out all items on the flight record book and to report any malfunctioning of the aircraft to the Maintenance Officer, irrespective of how minor it might be, and finally to place the aircraft in its hangar, unless the next member to fly is on hand to take over responsibility.
- b. It will be the responsibility of the member flying to have the aircraft serviced and available before the beginning of the next period.

5. OPERATIONAL COST

- a. Members will be charged a rate agreed upon by the membership per tachometer hour for the Cessna 172.
- b. On cross-country flights all fuel, oil and routine service bills, except airport tolls and hangar fees, paid by the member will be reimbursed after such receipts are presented to the Club Treasurer.

6. VIOLATIONS

- a. A violation of any of the rules by a member renders him liable to either a temporary flight suspension, a monetary fine, or both. These penalties will be at the discretion of the Board of Directors.
- b. Expulsion from the Club will be recommended in extreme cases of violation, especially in violation of Civil Air Regulations, or upon unanimous vote of the other Club members.

6. CHANGES AND AMENDMENTS

- a. Changes in, or amendments to these flying regulations may be effected only by the unanimous vote of the Board of Directors or by a majority vote of the active membership of the Club at a regular Club meeting.

OPERATIONS MANUAL

Preface -- to implement the By-Laws and Certificate of Incorporation of the HI-LINE FLYING CLUB, INC., in providing for its members a guide by which a high standard of operational safety and economy may be maintained.

I. AIRPLANE OPERATING INSTRUCTIONS

1) All Flights

- a) Applicable Certificates: Preflight inspection necessary; local airport rules; Federal Air Regulations.
- b) Certificates required to be in the aircraft: Air Worthiness Certificate; Aircraft Operation record; Registration Certificate; Aircraft Weight and Balance; Radio Station License; Auto-gas Supplemental Type Certificate. The following certificates are required to be in the pilot's possession: Airman's Certificate and Rating Record; Medical Certificate; FCC Radio License Verification card,
- c) Hangaring -- Club hangar is located S.E. section of Renton Airport. Use the tow bar for moving aircraft in and out of hangar, and be sure to close doors after removing as well as installing aircraft.
- d) Refueling -- Prior to hangaring to prevent water from forming in the tanks and for the convenience of the next member flying. Charge gasoline to the Club, Sign the Charge slip, and put the slip in the Club time log-book. Oil is furnished bulk by the Club and is maintained in the Club hangar.
- e) Oil change -- Pilot flying aircraft at time oil change is due shall be responsible for changing the oil and make proper entry in the Club time log-book.
- f) Airworthiness -- Report aircraft defects and airworthiness items in the Club time log-book and notify Club Maintenance Officer.

- i) Club Time Log Book -- All Tachometer time must be recorded in the Club Time Log Book which is maintained in the aircraft at all times. All items of the Log Sheet must be filled out *by* the member flying after each flight. Any engine run—up time necessary after checks or overhauls must be recorded and signed by the authorized mechanic. All tachometer time must be accounted for.

2) Cross-country Flights

- a) General -- Requirements of "All Flights" apply with the exception of Hangaring, Airworthiness, and Servicing.
- b) Hangaring -- It is not necessary to hangar the aircraft on cross—country flights. Make sure the aircraft is securely tied down in an approved manner and the doors are locked.
- c) Airworthiness -- Note defects that will not affect airworthiness in the Club time log—book. Authorize repair work on items that will affect airworthiness and submit receipted bill along with other chargeable cross—country expenses to Club Treasurer.
- d) Servicing -- Routine maintenance should be attended to such as: changing engine oil; adding battery water; inflating tires; etc.

II. AIRPLANE RESERVATIONS

(See Item 3 of the Operations Rules)

III. BASE OF OPERATIONS

- a. Airport -- Renton Municipal Airport
- b. Local Airport Rules--(See detailed rules and Regulations of Renton Municipal Airport.)

IV. INSURANCE, LIABILITY AND ACCIDENTS

a) Insurance and Liability

- i) Description -- (as of February 21, 1987) Contact Club Treasurer for any changes and/or additions.
- ii) Members Liability -- See Article XI and XII of the By—Laws.

b) **Accidents**

i) **General** -- In case of accidents notify any member of the Board of Directors immediately.

ii) **Accident Definition** –

Aircraft Accident -- An aircraft accident is an accident which occurs during the starting or warming up of an engine or engines, or operation of an aircraft which results in serious or fatal injury to one or more persons or in substantial damage to any aircraft, or which involves a collision of two or more aircraft. Whenever serious or fatal injury results from contact with a rotating propeller which is installed on an aircraft, it shall be Considered an aircraft accident.

Fatal Injury -- A fatal injury is an injury which results in death within 30 days.

Serious Injury -- A serious injury is one which hospitalization and medical treatment for a period of five or more days, or results in a fracture of any bone (except simple fractures of fingers, toes, or nose), lacerations which cause severe hemorrhages, or involve muscles, injury to any internal organs, or second or third degree burns or any burns involving more than five per cent of the body surface, provided that the injury does not result in death within 30 days.

Substantial Damage -- Substantial damage is that which necessitates major overhaul of the aircraft or the replacement of or extensive repairs to any major component or combination of components of the aircraft. It does not include damage such as scraped wing tins, bent fairings or cowlings, small dents or punctures to the skin or fabric, dented skin or trailing edge, repairable damage to propeller blades, or damage to tires, engine accessories, or brakes.

iii) **Accident Notification** -- Notification and reporting requirements concerning aircraft accidents can be found in N.T.S.B. Part 830

AIRCRAFT AND EQUIPMENT -- Cessna 172

a. **General** -- Cessna Model 172D, Serial No. 17249634, Registration No. N2134Y

b. **Airplane Specifications** -- Refer to 1963 Cessna 172D Owner's Manual located in aircraft.