

**ALPINE AIRPARK ASSOCIATION**

**RULES AND REGULATIONS**

OCTOBER \_\_\_\_\_, 2016

## **OPERATION SAFETY AND SECURITY**

### **1.0 PERMISSION TO USE AIRPORT**

1.1 Permission to Use Airport Conditional on Agreement to Abide by Regulations. Any permission granted by the Board, directly or indirectly, expressly or by implication, to enter upon or use the Airport or any part thereof, including, but not limited to, Members, Member's guests, emergency users, persons doing business with the Airport, lessees of Members and permittees, and all other persons whatsoever, whether or not of the type indicated, is conditioned upon, and entry by any Person upon or into the Airport shall be deemed to constitute, agreement by such Person to comply with the Airpark's rules, regulations and procedures.

1.2 Conformance with FAA Rules and Regulations. No person shall navigate, land Aircraft upon, or conduct any Aircraft operations on or from the Airport otherwise than in conformity with FAA Rules and Regulations.

1.3 Authority to Promulgate Local Procedures. In addition to requirements set forth in paragraph 1.1 hereof, the Board may establish such additional operational directives, rules, and regulations as are required to carry out the provisions of these Association Rules and Regulations. If such additional rules and regulations are promulgated, they shall be published, posted and/or otherwise made available at reasonable times and places to any Person entering upon or into the Airport.

### **2.0 RESTRICTIONS ON USE OF AIRPORT**

2.1 Commercial Activities and Services. No person shall utilize the Airpark or any portion thereof to conduct revenue-producing commercial activity, including Fixed Base Operation activities, except under the terms of a use permit issued by the Board.

2.2 Self Services. Any Member is permitted to wash, repair, fuel, and perform maintenance and otherwise take care of his own Aircraft, provided there is no attempt to perform such services for others for profit, and further provided, that such right is conditioned upon compliance with these regulations and any additional directives, rules, regulations, or procedures promulgated hereunder for the safety and preservation of Airport facilities and the protection of the public interest. Additionally, any repair or maintenance of Aircraft which continues for more than twenty-four (24) hours must be performed within a hangar, behind closed hangar doors unless the Member receives written permission from the Board to allow such activities otherwise.

2.3 Commercial Photography. No person shall take still, motion, or sound pictures of or at the Airpark for commercial purposes without permission of the Airport Manager and/or the Board.

2.4 Smoking. No person shall smoke in any hangar, shop or other building where it is dangerous to do so or where it is specifically prohibited by the Board and / or the Alpine Fire Code. No smoking shall be permitted on the ramp within fifty feet (50') of a fuel tank, fuel truck, or Aircraft.

2.5 Unlawful Conduct. No person shall commit any disorderly, obscene or unlawful act or commit any nuisance on the Airport.

### **3.0 LIABILITY**

3.1 Airpark Liability. The Association (and its officers and directors and employees) assumes no responsibility or liability for loss, injury or damage to persons or property on the Airpark, or from using Airpark facilities, by reason of fire, vandalism, winds, flood, earthquake or collision damage. All Persons bound by these regulations release and hold harmless the Association (and its officers, directors, and employees) from responsibility or liability for loss, injury or damage to persons or property on the Airpark, or from using Airpark facilities, by reason of fire, vandalism, winds, flood, earthquake or collision damage.

3.2 Property Damage, Injurious or Detrimental Activities. No person shall destroy, deface, or damage any Airpark property or conduct activities that are injurious, detrimental or damaging to Airport property, Members, Member's lessees, guests, invitees, permittees, or employees.

3.3 Payment for Damages. Any person causing or responsible for any damage shall be required to pay the Association and / or the injured person, upon demand, the full amount of damage or injury. Any person failing to comply with this rule shall be in violation of these Rules and Regulations and may be refused use of the Airport until the Association and / or the injured person has been fully reimbursed for damage done.

3.4 Flying Clubs, Flight Instruction. No flying clubs and no flight instruction of non-Members shall be permitted within the Airpark.

### **4.0 MEMBER OBLIGATIONS**

4.1 Damage. Members, guests, and Member's lessees and permittees shall be fully responsible for all damage to buildings, equipment, real property, and appurtenances of the Association caused by negligence, abuse, or carelessness on their part or on the part of their employees, agents, customers, visitors, suppliers, or persons with whom they do business.

4.2 Fire Equipment. All Members, Member's lessees, and permittees should supply and maintain adequate fire extinguishers as may be recommended by the Alpine Fire Department or other applicable fire fighting organization. Each fire extinguisher

should carry a suitable tag showing date of most recent inspection which should be kept current.

4.3 Material and Equipment Storage. No Member or Member's lessee shall store or stock materials or equipment in such a manner as to be unsightly or to constitute a hazard to personnel or property.

## 5.0 AIRCRAFT

5.1 Negligent Operations Prohibited. No Aircraft shall be operated on the Airpark, in Air Traffic, in Aircraft Operation space, surface of a Movement Area, Aircraft parking area, or storage area in a careless or negligent manner, or in any respect in disregard of the right and safety of others, or without due caution and circumspection, or at a speed or in a manner which endangers unreasonably, or is likely to endanger persons or property.

5.2 Landing Aircraft Requirements. Except for emergencies, no Member's Aircraft may land or take off at the Airport unless it is equipped with brakes and a functioning radio capable of direct two-way communications. All Aircraft are required to make the appropriate Unicom calls in the blind when arriving or departing the Airport.

5.3 Motor-less Aircraft. Motor-less Aircraft and related tow Aircraft may land or take off at the Airport utilizing procedures determined by the Board. When glider operations are in effect, two-way radio communication must be utilized between glider, tow aircraft, and all other Aircraft in the Air Traffic Area.

5.4 Taxiing Aircraft. No Aircraft shall be taxied at the Airport where the propeller wash blast or jet thrust exhaust may cause injury to persons or do damage to property. In this regard, the run-up of Aircraft at the ends of the runway will be performed with the Aircraft oriented in such a manner as to minimize the hazard of propeller wash blast or jet thrust exhaust.

5.5 Airpark Recommended Safe Operation Practices. The Association, in the interest of aviation safety, has established an outline for recommended safe practices. These practices are specific to Airport's unique characteristics, including the FAA Controlled Airspace above the Airport and the Movement Areas on the surface of the Airpark. The Association shall attempt to make available to all Members and all guests these safe operation practices in order to enhance safe operations. A document outlining these practices will be distributed to Members via email, if available, or by mail, and to others by special request addressed to the Board. This document supplements, but in no way replaces or supersedes any FAA, FAR, or Requirements for General Aviation.

**Pilots are reminded that the final authority for safe aircraft operations rests in the hands of the Pilot In Command.**

## **6.0 MOTOR VEHICLE, BICYCLE, AND PEDESTRIAN TRAFFIC**

6.1 Licensing and Registration. No person shall be allowed or authorized to operate a motorized ground vehicle on the Movement Area without a valid Operator's License.

6.2 Operation of Motor Vehicles. No person shall operate any motor vehicle in the Movement Area, or any restricted areas without having first obtained authorization for its operation from the Board and then only by written permit and under the rules established therefore. Under no circumstances shall motor vehicles be operated in excess of thirty (30) miles per hour within the Airpark. The Airpark is designed to keep road vehicle traffic and Aircraft Traffic separated. Use of any Taxiway by road vehicles shall be kept to a minimum and is only allowed with permitted authorization. All Aircraft shall always have the right of way over motor vehicles and pedestrians. All motor vehicles shall come to a complete stop and check for Aircraft Traffic before traversing the Runway or Taxiways at any location.

6.3 Restrictions as to Operation of Vehicles. No vehicle shall be operated at the Airport or upon any area thereof in a careless or negligent manner, or in disregard of the rights and safety of others, or without due caution or circumspection or at a speed or in a manner which endangers or is likely to endanger person or property. In addition to the foregoing, as to commercial or construction vehicles, no operation of any kind is permitted in the Movement Areas without the permission of the Board, and then only with vehicle guidance and supervision.

6.4 Loading or Unloading Passengers. No vehicle shall load or unload passengers at the Airport in any Movement Area.

### 6.5 Vehicle Parking Restrictions.

a. No person shall park a vehicle or permit the same to remain halted other than in a manner and location authorized by the Board and then only under the rules as are established for such parking.

b. Under no circumstances will parking or standing of motor vehicles be permitted on any Taxiways, Runway or in any Movement Area.

c. Guest vehicle parking is available with Fixed Base Operator authorization in the Fixed Base Operation vehicle parking area.

d. No Aircraft refueling vehicle shall be parked within the Airpark except in areas designated by the Board.

6.6 Authority to Remove Vehicles. The Board may cause to be removed from any area of the Airport any vehicle which is disabled, abandoned, parked in violation of these rules and regulations, or which presents an operational problem or nuisance to

any other area of the Airpark. Such removal shall be at the operator's expense and without liability for damage that may result in the course of such removal.

6.7 Regulations for Bicycles. Every person riding a bicycle upon a roadway, Taxiway, or ramp shall be granted all the rights and shall be subject to all the responsibility applicable to the driver of a vehicle, except as to provisions which by their nature have no application.

6.8 Vehicles Operating on the Movement Area at Night. Any vehicle authorized to operate on the Movement Area of the Airport at night shall, at all times, display lights and a rotating beacon visible to all. Such authorization can only be granted by the Board and only by special permit specific to the operation.

## **7.0 ENVIRONMENTAL PROTECTION**

7.1 Removal of Gas, Oil, Grease, and Hazardous Substances. In the event of spillage of fuels, oils, greases, or any Hazardous Substance, being detrimental to the environment, earth surface, soils, or pavements in any area of the Airpark, the same shall be removed immediately. Any operator, owner and or Member causing to handle and / or engaged in the handling these substances during any loss of containment shall be responsible for, and bear the costs of, the immediate removal and remediation of such spillage, whether or not removal and remediation was executed by the responsible party or others.

7.2 Hazardous Substances. No person shall store, keep, handle, use, dispense, or transport at, in, or upon the Airpark any Hazardous Substance, except in normal household amounts and under manufacturer-prescribed conditions, without Board approval.

7.3 Waste. Suitable receptacles for the storage of oil wastes, rags and other industrial rubbish and trash shall be utilized by all Members when appropriate. All waste within this general classification shall be removed by Members from the Airpark premises and at regular intervals acceptable to or as may be established by the Board. No petroleum products or objectionable industrial waste matter shall be dumped or permitted to drain on to the earth or into drainage ditches, canals, sewer systems or storm drains and must be contained at all times.

7.4 Grounding During Fuel Handling. During fuel handling operations in connection with any Aircraft or fuel truck at the Airpark, the Aircraft and the fuel dispensing unit or draining apparatus shall be grounded by wire in sufficient manner to prevent the possibility of static ignition of volatile liquids.

7.5 Fire Extinguishers During Fuel Handling. During fuel handling operations in connection with any Aircraft at the Airport at least two (2) approved fire extinguishers (15-pound or larger) or other type of fire extinguishers acceptable to and approved by the shall be immediately available for use in connection therewith.

7.6 Scale Model Aircraft. The flying of scale model aircraft, drones, kites, balloons, rockets and any other small-scale flying device within the Airpark area is prohibited unless authorized in writing by the Board. Requests for such activities must be made in writing at least twenty-four (24) hours in advance of the activity. Aircraft using the Airport will have precedence over these types of activities.

7.7 Interfering or Tampering with Aircraft. No person shall interfere or tamper with any Aircraft or put in motion the engine of such Aircraft, or use any Aircraft, Aircraft parts, instruments or tools without permission of the owner or by specific direction of the Board.

## **8.0 DISCIPLINARY PROVISIONS**

8.1 Violations. The Board, upon notification of, or discovery of, any violations of Association Rules and Regulations by a Member or Members, and after due investigation, including the right of the charged party to be heard and present witnesses, may, as to each Member or Member's lessee, take one or more of the following actions:

- a. take no action;
- b. issue a letter of comment;
- c. issue a letter of reprimand and a directive for remediation of the violation;
- d. execute when necessary, on behalf of the Association, with proper notice, and only after exhausting all other possible remedies, immediate remedial action; proper notice is hereby waived in the event of an emergency;
- e. levy a Special Assessment on an Owner's property when a violation has caused expense to the Association for any necessary remedial action taken by the Board; or
- f. issue a detailed letter to a Member, demanding and directing remedial action including a specific schedule for completion with appropriate dead lines.

## **9 GUEST PRIVILEGES**

9.1 Guest Privileges. Any Member who is a resident of the Airpark in good standing shall be entitled to guest privileges. Parking of guest's aircraft and automobiles shall be on the associated Member's private property. Members and guests may also contact the Fixed Base Operator for availability of parking for aircraft and automobiles.

9.2 Notice to Fixed Base Operator of Guest Arrival. The Airpark is a private Airport which is also opened to the public. It is recommended Members needing Fixed Base Operations services should notify the Fixed Base Operator in advance of a guest's

expected time of arrival. Guest Fixed Base Operations reservations for parking and services shall be on a first call, first serve basis. Serving both Members and transient Aircraft, the Fixed Base Operator is a stand-alone entity and the association does not manage or direct day to day activities of the Fixed Base Operation.

## **10 SPECIAL EVENTS**

10.1 Special Events. Notwithstanding any provision contained herein, special events may be staged at the Airpark with approval of the Board.

## **11 MEMBER'S LESSEES**

11.1 Permission to Lease and Rent. Any Member, subject to the written approval of the Board, may lease or rent space and or structures, of which they are the Owner, to any person which would otherwise qualify for Membership. Such consent from the Board shall not to be unreasonably withheld. Any other purported lease or sublease shall be of no force and effect.

11.2 Membership Rights of Lessee. Any lessee of a structure, or space, operating under a valid lease approved by the Board shall be considered for purposes of these Rules and Regulations to have all rights and obligations of such Membership for term of such lease. The leasing or renting of structures or space does not relieve or release the Owner from any obligation associated with Membership in the Association.

## **12 AMENDMENTS**

12.1 Amendments. These Rules and Regulations may be modified from time to time by a two-thirds (2/3rds) vote of the Board.