

SKYRANCH FLIGHT ASSOCIATION

and

**SKYRANCH STORAGE CONDOMINIUM
ASSOCIATION**

AIRPORT OPERATION AND SAFETY REGULATIONS

Effective November 4, 2008

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AIRPORT OPERATION AND SAFETY REGULATIONS

ARTICLE 1. DEFINITIONS

1-101 Definitions

The following words, phrases and terms used herein shall have the following respective meanings, when capitalized, without regard to whether they are used in the singular or the plural:

A. “Accident” or “Incident” shall be synonymous with the definition of those terms contained in Part 830 of the Regulations of the Federal Aviations Administration.

B. “Aircraft” means a vehicle that is used or is intended to be used for flight in the air.

C. “Airport” means and has reference to all of the airport facilities located at the Carefree Airport, Carefree, Arizona (now know as SkyRanch at Carefree) as now existing or as may hereafter be expanded and developed but such definition shall not include any privately owned aircraft storage facility or any of the residential development (including but not limited to common elements or private residences) within Carefree Airpark Estates.

D. “Airport Manager” means the person duly appointed by the Board of the Flight Association as the manager of the Airport, or his/her designee.

E. “Aircraft Operation” means the movement of any Aircraft on or about the Airport, and the arrival at or departure from the Airport by any Aircraft.

F. “Applicable Law” means all applicable Federal and state law, rules and regulations of the FAA, ordinances of the Town including Town of Carefree Ordinance Number 99-03, these Safety Regulations, and the Bylaws of the Flight Association and the Storage Association, all as such now exist or as amended from time to time.

G. “Association” means collectively the SkyRanch Flight Association, an Arizona non-profit corporation (the “Flight Association”), and the SkyRanch Storage Condominium Association, an Arizona non-profit corporation (the “Storage Association”). The Storage Association shall have exclusive jurisdiction over the maintenance, use and occupancy of the Hangars; and the Flight Association shall have exclusive jurisdiction over all other Airport property and Airport operations.

H. “Back-Taxi” means an Aircraft taxiing in the opposite direction of intended departure on the active runway.

I. “Board” means the Board of Directors of the Flight Association or the Storage Association, whichever (or both) is applicable under the circumstances.

J. “Carefree Airpark Estates” means the residential subdivision that abuts the Northside of the Airport runway, consisting of Lots 801 through 820, Carefree Airpark Estates, according to Book 119 of Maps, pages 36 and 37, records of Maricopa County, Arizona.

K. “Commercial Activity” means the conduct of any aspect of a business or concession for revenue. Such activity shall be considered commercial activity regardless of whether the business is non-profit, charitable, or tax-exempt as long as revenues are taken; provided that the activities of the Association shall not be considered Commercial Activity.

L. “Environmental Law” means any applicable Federal or state environmental statute, common law duty, regulation, policy, procedure, standard or ordinance now in effect or that may be promulgated in the future, as such statutes, regulations, standards and ordinances may be amended from time to time, that deal with the regulation or protection or pollution of the environment, including the ambient air, groundwater, surface water, and land use, including substrata land, and including but not limited to the following: Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §9601, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq.; the Toxic Substances Control Act, 15 USC § 2601 et seq. seq.; the Clean Air Act, 42 USC § 7401 et seq.; the Clean Water Act, 33 U.S.C. §1251 et seq.); the Safe Drinking Water Act, 42 USC § 3001 et seq.; the Emergency Planning and Community Right-to-Know Act, 42 USC § 11001 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801 et seq.; and any amendments to the foregoing.

M. “FAA” means the Federal Aviation Administration, an agency of the United States of America or any foreign governmental authority having jurisdiction over civil aviation in the Country of Registry.

N. “Flight Privileges” means the right to land, takeoff, or otherwise operate an Aircraft at the Airport.

O. “Governmental Authority” means any governmental or quasi-governmental entity, regardless of how constituted, having or claiming jurisdiction over the Airport or any portion thereof, or over the design, planning, construction, use, operation, maintenance or occupancy of all or any portion of the Airport.

P. “Guest” means any non-Member (i) who is invited by a Member to utilize the Airport facilities for Aircraft Operation, and (ii) who is approved by the Airport Manager under the terms of these Safety Regulations to utilize the Airport facilities for Aircraft Operation. The capitalized term “Guest” does not include any non-Member who arrives at the Airport by ground vehicle or any other means of transportation other than by Aircraft. For purposes of these Safety Regulations, a Guest is not a Transient, and a Transient is not a Guest.

Q. “Guest Privileges” means the right of a Guest or Transient to land, takeoff or store his/her Aircraft at the Airport on a temporary basis in accordance with the terms and conditions stated in these Safety Regulations. Except as provided in Sections 11-101 and 11-102, there shall be no charge for the exercise of Guest Privileges.

R. “Hangar” means a permanent enclosed structure on Airport property designed and constructed for the storage of Aircraft. The term “Hangar” shall not include (i) storage units (i.e. half-hangars) that are not large enough to accommodate the storage of an Aircraft, and (ii) aircraft storage units built within Carefree Airpark Estates.

S. “Hazardous Substance” means any pollutant, contaminant, solid waste, hazardous, infectious, radioactive or toxic waste, substance or material defined as such pursuant to Environmental Law.

T. “Lease Agreement” means a written and bona fide lease, license, use permit, assignment or other agreement (however denominated) that authorizes any Person to use a Hangar, Tie Down, or Northside Membership owned by any Member or the Storage Association.

U. “Lessee” means any Person who is authorized to occupy a Hangar or Tie-Down, or utilize a Northside Membership, pursuant to the terms of a bona fide Lease Agreement that complies with the terms of Article 13 these Safety Regulations.

V. “Member” means for purposes of these Safety Regulations a member in good standing and not under suspension in the Flight Association. During the period that a Hangar, Tie-Down or Northside Membership is leased or assigned by a Member to a Lessee under a bona fide Lease Agreement that has been approved by the Board or the Airport Manager as provided herein, the term “Member” shall mean the Lessee under that Lease Agreement; provided that a Lessee shall not have the right to vote a Member’s interest in the Flight Association or Storage Association. For purposes of these Safety Regulations, a Member is considered to be in “good standing and not under suspension” during any period that his/her Flight Privileges have not been suspended, revoked or terminated by the Board of the Flight Association.

W. “Motor Vehicle” A self-propelled vehicle that can be operated on roads by the use of a motor. This definition does not include aircraft.

X. “Movement Area” means the runway, taxiways and other areas of the Airport which are used for taxiing, takeoff, and landing of Aircraft, exclusive of Hangar space and areas designated by the Board for Tie-Downs, loading and parking.

Y. “Northside Member” means a Member whose membership in the Flight Association is derived from his/her ownership of a lot in Carefree Airpark Estates.

Z. “Northside Membership” means the Flight Privileges reserved to a Northside Member as the result of his/her membership in the Flight Association. For purposes of these Safety Regulations, the term “Northside Membership” shall not include the right to vote as a Member in the Flight Association.

AA. “NTSB” means the National Transportation Safety Board, an agency of the United States of America.

BB. “Permittee” means any person who is authorized to come onto Airport property by invitation of the Airport Manager, a Member, or a Lessee. A Permittee includes, but is not limited to, a Guest, a Transient, and any person utilizing the Airport for emergency purposes.

CC. “Person” (when capitalized) means an individual, firm, partnership, corporation, company, association, joint stock association, or governmental entity. It includes a trustee, receiver, an assignee, or similar representative of any of them.

DD. “Public Area” means those areas normally used by the public including but not limited to structures and devices such as runways, taxiway, roadways, walkways, parking areas and terminal facilities.

EE. “Ramp” means the uncovered and unenclosed area at the Airport designated by the Board for parking Aircraft.

FF. “Safety Regulations” means these Airport Operation and Safety Regulations as may be amended from time to time.

GG. “Tie-Down” means any uncovered area on the Ramp containing anchors and chains permanently affixed to the ground and which is designated by the Board for the parking and/or storage of Aircraft.

HH. “Transient” means any non-Member (i) who is not the Guest of a Member as defined in subsection P. above, (ii) who has a bona fide reason to utilize the Airport facilities, such as persons staying overnight or longer with Carefree residents and persons staying at resorts in the Carefree area, and (iii) who receives permission from the Airport Manager to utilize the Airport for Aircraft Operation.

II. “Town” means the Town of Carefree, Arizona

ARTICLE 2. PERMISSION TO USE AIRPORT

2-101 Permission to Use Airport Conditional; Agreement to Abide by Regulations

Entry upon or use of the Airport or any part thereof by any Person, including but not limited to, a Member, Guest, Transient, emergency user, Lessee or Permittee, and all other Persons whatsoever, whether or not of the type indicated, is governed by these Safety Regulations and constitutes an implied agreement by such Person to comply with Applicable Law and these Safety Regulations.

2-102 Use of the Airport

No Person shall utilize the Airport for aviation purposes except (i) a Member, (ii) a Lessee, (iii) a Guest, (iv) a Transient, or (v) for emergency uses approved by the Airport Manager. No Person other than those described in this Section shall be permitted to use the Airport for aviation purposes, including by way of example and not limitation, those Persons using the Airport for

the sole purpose of refueling. No helicopter may be based at or land at the Airport except as approved by the Airport Manager for emergency use, community service or the media.

2-103 Conformance with Laws and Regulations

No Person shall conduct any Aircraft Operations on or from the Airport except in conformity with Applicable Law and these Safety Regulations. The Airport Manager is authorized to deny Flight Privileges to any Person who fails to strictly comply with the requirements contained in this Section.

2-104 Authority to Promulgate Local Procedures

In addition to requirements set forth in this Article 2, the Board may establish such additional operational directives, rules and regulations as the Board deems appropriate to implement, carry out and enforce the provisions and intent of these Safety Regulations. Such additional rules and regulations (if any) shall be, posted and/or otherwise made available at reasonable times and places.

2-105 Single Membership

There shall only be one (1) Member for each Hangar, each Tie-Down, and each residence and/or lot in Carefree Airpark Estates. Group ownership of a single Aircraft is permitted, provided that no Person owning a fractional interest in an Aircraft based at the Airport shall be entitled to Flight Privileges unless that Person is a Member or the spouse of a Member.

2-106 Maximum Aircraft Weight

No Aircraft in excess of 12,500 pounds gross certified weight shall be allowed to land or takeoff at the Airport.

2-107 Member Tie-Downs

A maximum of eight (8) Tie-Downs shall be made available for use by Members for the temporary storage of Member owned or leased Aircraft. Subject to availability, each Member will be allowed use of a Tie-Down for an aggregate of thirty (30) days per calendar year without charge. If a Member desires to use a Tie-Down for more than thirty (30) days in the aggregate per calendar year, the Member will be required to rent a Tie-Down from the Association on a monthly basis at the rate of \$100 per month. This rental rate may be adjusted by the Association from time to time. In the event that all eight (8) Tie-Downs are rented by Members under the terms of this Section, the Airport Manager shall create a waiting list for any Members requesting a Tie-Down. The priorities of the Members on the waiting list shall be ranked in chronological order, with the Member making the earliest request in first position, and so on. Each time that a Member is added to the waiting list, the Airport Manager shall give sixty (60) days notice of termination to the Member then holding the oldest Tie-Down lease. After the date of termination, the Member whose Tie-Down lease has been terminated, shall then have the right to

place his/her name on the waiting list. The sixty (60) day notice procedure shall not apply if there is no waiting list.

ARTICLE 3. RESTRICTIONS UPON USE OF AIRPORT

3-101 Commercial Activities and Services

No Person shall utilize the Airport or any portion thereof to conduct any Commercial Activity; except that vendors and independent contractors are permitted to come onto Airport property for legitimate business purposes (including by way of example and not limitation, fuel vendors, repairmen, contractors, landscapers and the like). The rental of a Hangar for storage of any property other than Aircraft and Aircraft equipment, parts and apparatus, shall be deemed a prohibited Commercial Activity.

3-102 Self Services

A Member is permitted to wash, repair, and perform maintenance and otherwise take care of his/her own Aircraft on Airport property, provided there is no attempt to perform such services for others for profit, and further provided that such right is conditioned upon compliance with Applicable Law. Automatic fuel pumps must be used in accordance with posted procedures.

3-103 Registration of Aircraft

All Members shall register with the Airport Manager each Aircraft owned and/or operated by such Member at the Airport.

3-104 Insurance Requirements

Each Member shall provide the Airport Manager a copy of a current certificate of insurance for each Aircraft owned and/or operated by such Member at the Airport with liability coverage of not less than \$1,000,000 combined single limit and passenger liability of at least \$100,000 naming the Flight Association, the Storage Association, and their respective officers, directors and employees as additional insureds. The Airport Manager is authorized to deny Flight Privileges to any Person who fails to comply with these requirements.

3-105 Commercial Photography

No Person shall take still, motion, or sound pictures of or at the Airport for commercial purposes without the prior written consent of the Airport Manager and payment of an appropriate license fee set by the Board from time to time.

3-106 Advertisements

No Person shall post, distribute or display signs, advertisements, circulars, printed or written matter at the Airport without the prior written consent of the Airport Manager.

3-107 Dogs and Other Animals

Dogs and other animals are permitted on Airport property only if on a leash or if confined in such a manner as to be under control at all times.

3-108 Sanitation

No Person shall keep uncovered trash containers in any area of the Airport or in any respect cause trash or foreign matter to be stored in any Public Area. Areas to be used for trash or garbage containers shall be designated by the Airport Manager. Such areas shall be kept clean and sanitary at all times.

3-109 Smoking

No Person shall smoke in the terminal building or in any Hangar, storage area or other building where it is dangerous to do so or where it is specifically prohibited by the Airport Manager. No smoking shall be permitted on the Ramp within fifty feet of a fuel tank, fuel truck or Aircraft.

3-110 Unlawful Conduct

No Person shall commit any disorderly, obscene or unlawful act or commit any nuisance on the Airport.

ARTICLE 4. LIABILITY

4-101 Airport Liability

The Association (and its Members, officers, directors and employees) shall have no responsibility or liability for loss, injury or damage to Member or Northside Member or their property due to the activities of any Person on Airport property or the use of Airport facilities, including but not limited to any loss by reason of Accident, fire, vandalism, winds, flood, earthquake or the like, and all Persons bound by these Regulations agree to indemnify and hold harmless the Association and its Members, officers, directors and employees in accordance with the terms of Section 4-103 below.

4-102 Property Damage, Injurious or Detrimental Activities

No Person shall destroy, deface, or damage any Airport property or conduct activities on or about the Airport that are injurious, detrimental or damaging to Airport property, or to the property of any Person.

4-103 Indemnification

Subject to the provisions of Section 4-104 below regarding waiver of subrogation with respect to damage to property, each Member (“Indemnitor”) shall defend, indemnify, protect and hold the Association, other Members and their respective officers, directors and employees (collectively “Indemnitee”) harmless for, from and against any and all claims in connection with the loss of life, personal injury and/or damage to property (i) arising from or out of any Incident pertaining to the Indemnitor’s use of the Airport, including the Indemnitor’s own negligence; (ii) occasioned wholly by any negligent or willful act or omission of the Indemnitor or its respective agents, contractors, servants or employees; or (iii) in connection with the failure to comply with the provisions of Applicable Law or these Safety Regulations. If an Indemnitee shall, without fault, be made a party to any litigation commenced by or against the Indemnitee, or if an Indemnitee shall, in its reasonable discretion, determine that it must intervene in such litigation to protect its interest hereunder, the Indemnitor shall defend such Indemnitee using attorneys reasonably satisfactory to such Indemnitee and shall pay all costs, expenses and reasonable attorneys' fees and costs in connection with such litigation. An Indemnitee shall have the right to engage its own attorneys in connection with any of the provisions of this Section 4-104 or any of the provisions of these Regulations, including, but not limited to, any defense of or intervention by such Indemnitee, notwithstanding any contrary provisions of Applicable Law.

4-104 Waiver of Subrogation

The Association and Members each waive any rights one may have against the other on account of any loss or damage occurring to the Association or an individual Member, or its respective property, either real or personal, arising from any risk generally covered by property insurance then in effect. In addition, the Association and Members, for themselves and on behalf of their respective insurance companies, waive any right of subrogation that any insurance company may have against the Association and Members. It is the intent that with respect to any loss from a named peril required to be covered under a policy of property insurance, the Association and each Member shall look solely to their respective insurance company for recovery. The foregoing waivers of subrogation shall be operative only so long as available in the State of Arizona, and provided further that no policy of insurance is invalidated thereby.

ARTICLE 5. MEMBER OBLIGATIONS

5-101 Hangar Use

An Owner shall not use, or permit his/her Hangar to be used, for any purpose that violates the use and occupancy restrictions contained in Section 16 of the Declaration Establishing SkyRanch Aircraft Storage Condominium and Declaration of Covenants, Conditions and Restrictions dated October 28, 1986, and recorded in the Office of the Maricopa County Recorder on October 29, 1986 as instrument number 86-593383, as amended, the terms of which are incorporated herein by reference.

C.C.& R’s Date October 28, 1986, Section 16:

5-102 Damage

Each Member and Permittee shall be fully responsible for all damage to Airport property 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.

5-103 Fire Equipment

All Members and Permittees shall supply and maintain adequate fire extinguishers as may be recommended by Rural Metro Corporation or other applicable fire fighting organization or any insurance carrier for the Association. Each fire extinguisher shall carry a suitable tag showing date of most recent inspection and shall be kept current.

5-104 Floor, Ramp and Apron Care

All Members shall keep the floors of Hangars, terminal apron and Ramp areas, and areas used in their Aircraft Operation, clean and clear of oil, grease and other materials or stains and otherwise in a clean and orderly manner. No painting of Aircraft or other property shall be allowed except within the confines of an enclosed Hangar after all precautions are taken to protect Aircraft, motor vehicles and other property in the area.

5-105 Storage and Equipment

No Member shall store or stock materials or equipment in a Hangar in such a manner as to be unsightly or to constitute a hazard.

ARTICLE 6. AIRCRAFT RULES

6-101 Negligent Operations Prohibited

No Aircraft shall be operated in the Movement Area, or Aircraft parking and 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.

6-102 Landing and Departing Aircraft Requirements

No Aircraft may land or takeoff at the Airport unless it is equipped with brakes and a functioning radio capable of direct two-way communications with the UNICOM control operator, except in the case of an emergency or with prior consent of the Airport Manager. All Aircraft shall communicate on the UNICOM frequency prior to departure and announce their intentions and position in the pattern prior to landing.

6-103 Motorless Aircraft

Motorless Aircraft (and related tow Aircraft) may land or takeoff at the Airport with consent of the Airport Manager. When glider operations are in effect, two-way radio communication must be utilized between the glider-pilot, tow pilot and the UNICOM control operator.

6-104 Taxiing of Jet or Turbo-prop Aircraft

No Aircraft shall be taxied at the Airport where the jet exhaust or propeller blast may cause injury to persons or do damage to property. If it is impossible to taxi such Aircraft without compliance with the above, then the engine must be shut off and the Aircraft towed to a suitable location. Run-up of Aircraft shall be in accordance with Section 6-105.

6-105 Aircraft Run-up & Taxi Procedures

All Aircraft shall perform a run-up at the end of Runway 24 on the designated apron. Run-up's for Runway 06 shall be performed at the designated area prior to the hold short line. All other Aircraft run-up for the purpose of maintenance and checks shall be performed at the run-up area at the end of Runway 24 or 06. Taxiing shall be done at a reasonable rate of speed without causing injury to persons or damage to property. Except in the interest of safety, no Aircraft shall be Back-Taxied during any period when Autoplane Drive is unobstructed, except gliders and tail-wheel Aircraft that require "s" turns. Pilots of back taxiing aircraft must broadcast their intentions on Unicom. Mid-field crossing by aircraft under their own power or under tow, is permitted with proper UNICOM radio procedures, announcing "crossing the runway" and "clearing the runway."

6-106 Touch and Go Aircraft Landings Prohibited

No Aircraft shall practice "touch and go" or "stop and go" landings. All Aircraft must exit the active runway after landing, and shall taxi back via the taxiway for any further departure.

6-107 Accident Reports and Procedures

The procedures in this Section 6-107 have been prepared to assist and direct the handling of an emergency or Accident at the Airport. In establishing these procedures it must be remembered that it is not possible to set forth instructions to cover all possible types of Accidents or emergency conditions, or to outline in detail the exact steps to be followed in the even of such situations. Therefore, these procedures should be supplemented with good judgment on the part of all concerned. No attempt should be made to fix the cause of an Accident pending investigation and findings by proper authorities. Care must be taken to avoid rumors. All requests for information from the media will be referred to the president of the Association or his/her delegate.

A. In the event of an Accident, the primary concern is the safety and well being of the occupants of the Aircraft. If there is any possibility of personal injury or the threat of personal injury, an emergency call to 911 must be made to report the Accident along with a much specific information (location, etc.) as appropriate.

B. If it is necessary to close the runway or the Airport because of an Accident, the Airport Manager will make the necessary arrangements with appropriate authorities, and maintain a listening watch on UNICOM to alert any inbound traffic.

C. In the event of a fatality, the president of the Association shall arrange for the notification of family members. Notification will also be made by the president in cases of injury accidents or those situations where the injured person cannot make the notification.

D. NTSB 830 requires the operator involved in an Accident or Incident to make the necessary reports to the NTSB. It is not the responsibility of the Airport to make such reports.

E. Generally the NTSB or its delegate (FAA) will release the wreckage for movement after the initial report by the operator has been made. In the event that the operator is not capable of making a report, the Airport Manager will notify the NTSB that the wreckage must be moved to assure continued safe Airport operations. If the wreckage must be moved to remove persons injured or trapped or to protect the public from injury, certain sketches, descriptive notes, or photographs should be made, if possible, of the original condition of the wreckage and any significant impact marks.

F. As soon as practical after an Accident or Incident, the Airport Manager shall make a written record of meteorological and Airport conditions. This record shall be placed on file with the Association.

G. Accident report forms and procedures for each kind of Accident are available in a loose-leaf binder on the Airport Manager's desk in the terminal building. Contact the Airport Manager by phone if he/she is not on the premises, or contact any member of the Board to gain access to the terminal building and follow the proper procedures described in the manual.

6-108 Refusal of Clearance

The Airport Manager may delay or restrict any flight or other Aircraft Operation at the Airport and may refuse takeoff or landing clearance to any Aircraft for any reason he/she believes justifiable except in an emergency.

ARTICLE 7. AIRPORT TRAFFIC PATTERNS

7-101 Traffic Patterns and Noise Abatement Procedures

A. Traffic Pattern Altitudes – Traffic pattern and altitudes for Aircraft Operation at the Airport are as follows:

1. Reciprocating engine Aircraft (piston) – 3500 MSL
2. Turbine powered and jet engines – 4000 MSL

B. Arrivals – Runway 06 – Right hand traffic pattern. Avoid flight over noise sensitive areas: Town of Carefree, Rolling Hills Development, and area North of Runway 06 extended centerline.

C. Arrivals – Runway 24 – Left hand traffic pattern. Adjust pattern so as to avoid flying over Rolling Hills Development and if compatible with safety, remain over or north of Cave Creek Road while on final approach.

D. Departures – Runway 06 – Climb to a minimum of 3500’ MSL remaining over or north of Cave Creek Road prior to making any turns. No right turns regardless of altitude until reaching a point east of the Rolling Hills Development.

E. Departures – Runway 24 – Climb to 3000’ MSL prior to making any left turns. Right turns are prohibited prior to exiting the traffic pattern at 3500’ MSL and are discouraged East of Black Mountain.

F. The standard traffic pattern for 18AZ shall be a rectangle pattern with a 45-degree entry to the downwind leg. In the absence of conflicting traffic, other pattern entry procedures may be used provided the pilot announces his/her intentions. Aircraft in the standard pattern shall have the right of way. Avoid flight over noise sensitive areas when compatible with safety.

G. AIM suggested pattern procedures should be utilized for those operations not specified in Parts A. through E. above. In all cases compatibility with safety is of the utmost importance.

7-102 Air Traffic in Flight and On the Ground

The following rules will govern the conduct of all Aircraft unless exceptions are specifically provided for in FAA regulations or authorized by the Airport Manager:

A. Landings and takeoffs will be permitted only during the period beginning at 6:00 a.m. and ending at 11:00 p.m. each day, except under emergency conditions. Run-up of Aircraft for maintenance purposes will be permitted only between the hours of 8:00 a.m. and 5:00 p.m.

B. No Person shall taxi an Aircraft to or from a hangar line from an approved parking space until he/she has ascertained that there is no danger of a collision with other Aircraft, persons or objects in the immediate area. Aircraft shall not be taxied into or out of any Hangar.

C. An Aircraft owner, and his/her pilot or agent, shall be responsible for the prompt removal of any disabled Aircraft, and any part thereof, unless required, or as directed by the Airport Manager or the FAA, to delay such action pending an investigation of an Accident. In the event of failure to remove promptly such disabled Aircraft, the Airport Manager will cause the Aircraft to be removed and bill the owner thereof for all charges incurred in the removal of same.

D. All FAA regulations regarding air and ground traffic are expressly incorporated by reference.

E. Low passes at or below traffic pattern altitude are not allowed at any time.

F. FAR 91.303 Aerobatic Flight

No person may operate an aircraft in aerobatic flight—

- (a) Over any congested area of a city, town, or settlement;
- (b) Over an open air assembly of persons;
- (c) Within the lateral boundaries of the surface areas of Class B, Class C, Class D or Class E airspace designated for an airport;
- (d) Within 4 nautical miles of the center line of any Federal airway;
- (e) Below an altitude of 1,500 feet above the surface; or
- (f) When flight visibility is less than 3 statute miles.

For the purposes of this section, aerobatic flight means an intentional maneuver involving an abrupt change in an aircraft's attitude, an abnormal acceleration, not necessary for normal flight.

G. FAR 91.119 Minimum Safe Altitudes: General

Except when necessary for take off or landing, no person may operate an Aircraft below the following altitudes:

- (a) *Anywhere.* An altitude allowing, if a power unit fails, an emergency Landing without undue hazard to persons or property on the surface.
- (b) *Over congested areas.* Over any congested area of a city, town, or settlement, or over any open air assembly or persons, an altitude of 1,000 feet above the highest obstacle within a horizontal radius of 2,000 feet of the aircraft.
- (c) *Over other than congested areas.* An altitude of 500 feet above the surface, except over open water or sparsely populated areas. In those cases, the aircraft may not be operated closer than 500 feet to any person, vessel, vehicle, or structure.

H. FAR 91.126 Operating on or in the vicinity of an airport in Class G airspace.

- (a) *General.* Unless otherwise authorized or required, each person operating an aircraft on or of an airport in a Class G airspace area must comply with the requirements of this section.
- (b) *Direction of turns.* When approaching to land at an airport without an Operating control tower in Class G airspace –
 - (1) Each pilot of an airplane must make all turns of that airplane to the left unless the airport displays approved light signals or visual markings indicating that turns should be made to the right, in which case the pilot must make all turns to the right; and
 - (2) n/a
- (c) *Flap settings.* Except when necessary for training or certification,

the pilot in command of a civil turbojet-powered aircraft must use, as a final flap setting, the minimum certificated landing flap setting set forth in the approved performance information in the Airplane Flight Manual for applicable conditions. However, each pilot in command has the final authority and responsibility for the safe operation of the pilot's airplane, and may use a different flap setting for that airplane if the pilot determines that it is necessary in the interest of safety.

(d)n/a

ARTICLE 8. MOTOR VEHICLE, BICYCLE AND PEDESTRIAN TRAFFIC AND PARKING

8-101 Operation of Motor Vehicles

Motor vehicles shall be operated only in those areas of the Airport as may be authorized from time to time by the Board or the Airport Manager, and then only under the Safety Regulations or Applicable Law. Under no circumstances shall motor vehicles be operated in excess of fifteen (15) miles per hour on Airport property. Aircraft shall always have the right of way over motor vehicles and pedestrians. Motor vehicles shall come to a complete stop and will yield to arriving or departing aircraft before traversing the runway or taxiway. All vehicular and pedestrian traffic shall cross the runway at the approach end of Runway 06. No mid-field crossing shall be permitted at any time, except by Aircraft under their own power or under tow with proper UNICOM radio procedures, announcing "crossing the runway at mid-field" and "clear of runway".

8-102 Failure to Comply with Operation of Motor Vehicle Rules

The failure of any Member to comply with the provisions of Section 8-101 regarding mid-field crossings for either pedestrians or vehicles shall warrant the following warnings and penalties: The first offense shall warrant a written or oral warning. The second offense shall be a \$100 fine. The third offense shall be a \$500 fine. All fines will be payable to the Association at the next quarterly billing. Any further offenses shall be subject to the additional disciplinary procedures described in Article 10.

8-103 Failure to Comply with Traffic Safety Rules

The failure of any Member to comply with the provisions of Section 8-101 regarding impeding an Aircraft traveling under its own power with vehicles, pedestrians, obstructions or objects within the Movement Area shall warrant the following warnings and penalties: The first offense shall warrant a written or oral warning. The second offense shall be a \$100 fine. The third offense shall be a \$500 fine. All fines will be payable to the Association at the next quarterly billing. Any further offenses shall be subject to the additional disciplinary procedures described in Article 10.

8-104 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 persons or property, or while the driver thereof is under the influence of intoxicating liquor, or any narcotic or habit forming drug, or if such vehicle is so constructed, equipped, or loaded as to endanger unreasonably or be likely to endanger persons or property. No vehicle in excess of 47,000 pounds gross vehicle weight shall be operated at the Airport without the Airport Manager's prior approval. The Airport Manager shall deny access to any vehicle that violates these restrictions.

8-105 Loading or Unloading Passengers

All Aircraft shall load and unload passengers in the Aircraft parking area designated by the Board, or at such other location as may be designated by the Airport Manager.

8-106 Vehicle Parking Restrictions

A. No Person shall park a Motor Vehicle or permit the same to remain halted other than in a manner and location authorized by the Airport Manager and then only in compliance with applicable rules.

B. Under no circumstances will parking of Motor Vehicles be permitted on any taxiway or within ten (10) feet of Autoplane Drive on the paved or dirt runways or in any infield dirt areas.

C. Guest parking is provided near the terminal building in the guest parking area.

8-107 Authority to Remove Vehicles

The Airport Manager may cause to be removed from any area of the Airport any Motor Vehicle which is disabled, abandoned, parked in violation of these Safety Regulations, or which presents an operational problem, to any other area of the Airport, at the operator's expense and without liability for damage which may result in the course of such removal.

8-108 Regulations for Non-Motorized Vehicles

Every person riding a bicycle, golf cart or scooter upon a roadway, taxiway, Autoplane Drive or Ramp shall be granted all the rights and shall be subject to all the duties by this Article made applicable to the driver of a Motor Vehicle, except as to provisions which by their nature have no application.

8-109 Soliciting Rides

No person shall stand or walk in or upon a roadway or adjacent parkway for the purpose of soliciting a ride from the driver of any Motor Vehicle, nor shall any person solicit Aircraft rides from any area of the Airport, and in this regard the ordinances of the Town (now existing or as modified from time to time) regarding the solicitation of rides are hereby incorporated by reference.

8-110 Vehicles Operating on Landing Area at Night

Any vehicle operating in the Movement Area of the Airport at night shall display lights visible to persons on the ground.

ARTICLE 9. SAFETY

9-101 Cleaning and Maintaining Aircraft

Cleaning, washing, polishing of, or otherwise maintaining Aircraft on Airport property shall be accomplished only in areas designated for that purpose by the Board or the Airport Manager.

9-102 Environmental Matters

A. Each Member will not, and it will ensure that its Lessees and Permittees do not, use, handle, generate, manufacture, produce, store, discharge, treat, remove, transport, or dispose of Hazardous Substances at, in, upon, under, to or from the Airport except (i) in de minimis quantities necessary for or incidental to Aircraft Operation or maintenance, and (ii) in strict compliance with all Environmental Laws.

B. Each Member will, and will cause its Lessees to, immediately deliver to the Association complete copies of all notices, demands, or other communications received by such Member or any Lessee from any Governmental Authority or any insurance company or board of fire underwriters or like or similar entities regarding in any way (i) alleged violations or potential violations of any Environmental Law or otherwise asserting the existence or potential existence of any condition or activity on the Airport which is or could be dangerous to life, limb, property, or the environment (including without limitation water or air quality), or (ii) releases or threatened releases in excess of reportable quantities of Hazardous Substances upon, under, at, in, or from the Airport.

C. Each Member shall immediately advise the Association in writing (and orally in the event of a release or other emergency) of (i) any and all enforcement, clean-up, removal, and mitigation orders or other governmental, regulatory, or judicial acts or orders instituted, or threatened pursuant to any Environmental Law affecting the Airport; or (ii) all claims made or threatened by any third party against any Member or Lessee (if and when actually known to such Member) relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any actual, proposed, or threatened use, handling, generation, manufacture, production, storage, release, discharge, treatment, removal, transportation, decontamination, cleanup,

disposal, and/or presence of any Hazardous Substance on, under, from, to, or about the Airport; (iii) the discovery by a Member or any Lessee of any occurrence or condition at the Airport that could cause the Airport to be the subject of a claim, order, or action under any Environmental Law; and/or (iv) the discovery by the Member or any Lessee of any occurrence or condition which could subject the Airport, or any Member or Lessee to any material adverse effect on ownership, occupancy, or use of the Airport under or as a consequence of any Environmental Law.

D. Each Member shall, and shall cause any Lessee or Permittee to, at its sole cost and expense, observe, perform, and comply with all Environmental Laws applicable to the activities of the Member or such Lessee or Permittee at the Airport and all enforcement, cleanup, removal, and mitigation orders or other governmental, regulatory, or judicial acts or orders instituted pursuant to any Environmental Law affecting the Airport, the Member or any Lessee or Permittee which relate to or arise out of acts or failures to act on the part of the Member or such Lessee or Permittee, and shall, and shall make or cause any Lessee or Permittee to make all repairs and restorations to the Airport required following the completion thereof.

E. Each Member shall obtain and maintain in full force and effect during the periods required by law each license, permit, or other governmental or quasi-governmental consent or approval relating to the use, handling, generation, manufacture, production, storage, release, discharge, treatment, removal, transportation, decontamination, cleanup, disposal, or presence of Hazardous Substances, (the “Environmental Permits”), and shall immediately notify the Association in writing of the actual or threatened termination or non-renewal of any of the Environmental Permits then required by law to be maintained by a Member.

F. The Association shall immediately upon the Association receiving actual notice thereof advise a Member in writing (and orally in the event of a release or other emergency) of (i) any and all enforcement, cleanup, removal, mitigation, or other governmental, regulatory, or judicial acts or orders instituted, contemplated, or threatened pursuant to any Environmental Law affecting the Airport or such Member; (ii) all claims made or threatened by any third party against the Airport or a Member relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any actual, proposed, or threatened use, handling, generation, manufacture, production, storage, release, discharge, treatment, removal, transportation, decontamination, cleanup, disposal, and/or presence of any Hazardous Substance on, under, from, to, or about the Airport; (iii) the discovery by the Association of any occurrence or condition at the Airport that could cause the Airport to be the subject of a claim, order, or action under any Environmental Law; and/or (iv) the discovery by the Association of any occurrence or condition at the Airport which could subject the Airport, a Member, or any Lessee to any material adverse effect on ownership, occupancy, or use of the Airport under or as a consequence of any Environmental Law.

G. The Association shall, at its sole cost and expense, observe, perform, and comply with all Environmental Laws applicable to the activities of the Association and all enforcement, clean-up, removal, and mitigation orders or other governmental, regulatory, or judicial acts or orders instituted pursuant to any Environmental Law affecting the Airport, a Member or any

Lessee which relate to or arise out of acts or failures to act on the part of the Association, and shall make all repairs and restorations to the Airport required following the completion thereof.

9-103 Grounding During Fuel Handling

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

9-104 Fire Extinguishers During Fuel Handling

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

9-105 Model Aircraft

No person shall operate or release any kite, balloon, model aircraft or parachute anywhere on the Airport without the permission of the Airport Manager. 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.

9-106 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 Airport Manager.

ARTICLE 10. DISCIPLINARY PROCEDURES

10-101 Duty of Airport Manager to Notify the Board

The Airport Manager shall notify the Board in writing of any alleged violations of these Safety Regulations (including but not limited to any violation of the obligation to pay Association charges and assessments) with a detailed narrative explanation of such alleged violations and all relevant investigatory reports.

10-102 Safety Violations, Penalties and Fines

All violations of these Safety Regulations shall be reported to the Safety Committee established by the Board (and if none, then to the Board acting as the Safety Committee). After an investigation, the Board shall have the right to enforce these Safety Regulations against any

Person by one or more of the following actions: (i) take no action, (ii) issue a letter of comment, (iii) issue a letter of censure, (iv) issue a fine of not less than One Hundred Dollars (\$100) for each alleged violation, (v) issue a letter of temporary suspension, (vi) issue a letter of permanent suspension, or (vii) pursue any other remedy at law or equity, including but not limited to, a claim for damages, injunctive relief and/or specific performance.

10-103 Noise Violations

All noise violations shall be reported to the Community Relations Committee established by the Board (and if none, then to the Board acting as the Community Relations Committee). After verification of a legitimate noise complaint, the Community Relations Committee shall counsel the Member of the noise complaint made against him/her. A second noise violation by the Member will result in written notification and shall be considered a warning. A third noise violation by the Member shall be handled by the Board in accordance with Section 10-102.

10-104 Waiver

Any right or remedy provided for in these Safety Regulations shall not be deemed to have been waived by any act or omission, including, without limitation, any acceptance of payment or partial performance or forbearance, except by an instrument in writing specifying such right or remedy and executed by the Person against whom enforcement of such waiver is sought.

ARTICLE 11. GUESTS AND TRANSIENTS

11-101 Guest Privileges

It shall be the responsibility of each Member to register his or her Guest with the Airport Manager prior to the Guest making any landing or takeoff at the Airport. At the time of registration, the Member shall verify to the satisfaction of the Airport Manager that the Member has briefed his/her Guest on the applicable terms of these Safety Regulations regarding Aircraft Operation. Each Member shall be entitled to utilize not more than twelve (12) Guest Privileges per calendar year. The Airport Manager is authorized to deny Guest Privileges to any Member (and the Guests of that Member) if (i) the Member has utilized the maximum number of Guest Privileges allocated to that Member in the current calendar year, or (ii) the Member or Guest otherwise fails to comply with any requirement of this Section or other applicable provisions of these Safety Regulations. There shall be no more than twelve (12) Guests at any one time, and Guest registrations shall be on a first call, first serve basis.

11-102 Transient Privileges

All Transients shall register and obtain the permission of the Airport Manager prior to making any landing or takeoff at the Airport. At the time of registration, each Transient shall verify to the Airport Manager (i) that such person has a bona fide reason to utilize the Airport facilities,

such as staying over night or longer with Carefree residents or at resorts in the Carefree area, and (ii) that he/she is familiar with the applicable terms of these Safety Regulations regarding Aircraft Operation. Each Transient shall pay to the Association a landing and takeoff fee, and a daily parking fee, in such amount as may be set by the Board from time to time. Transients have no rights to utilize the Airport facilities unless authorized to do so by the Airport Manager, and the Airport Manager has the authority to deny Flight Privileges to any Transient for any reason. There shall be no more than twelve (12) Transients at any one time, and Transient registrations shall be on a first call, first serve basis.

11-103 Limitations

Guest Privileges shall not exceed seven (7) consecutive days, so that every Guest and every Transient is required to takeoff from the Airport within seven (7) days of landing; provided that the Airport Manager has the authority to extend Guest Privileges for an additional period not to exceed seven (7) days (i.e. fourteen (14) days total). The Airport Manager has the authority to refuse landing or take off clearance to any Guest or Transient who violates the provisions of this Article 11 or any other applicable provision of these Safety Regulations.

ARTICLE 12. SPECIAL EVENTS

12-101 Special Events

Notwithstanding any provision contained herein, special aviation events may be staged at the Airport with approval by the Board.

ARTICLE 13. MEMBER LESSEES

13-101 Permission to Lease

Conditioned upon the prior written approval of the Board: (i) the Storage Association and any Member may lease all, but not less than all, of a Hangar or Tie-Down owned by the Storage Association or such Member; and (ii) a Northside Member may lease all, but not less than all, of his/her Northside Membership to any Person. The term of any Lease Agreement shall be not less than thirty (30) days. Any Lease Agreement shall expressly require the Lessee to acknowledge and agree to comply with these Safety Regulations, and shall also contain a provision requiring the Member to give the Association not less than five (5) days' written notice upon the termination of the Lease Agreement. The lease of any Hangar, Tie Down or Northside Membership shall include the exclusive right for the Lessee to exercise all Flight Privileges appurtenant to that Hangar, Tie Down or Northside Membership for the term of the Lease Agreement. Any purported Lease Agreement that does not strictly comply with the requirements of this Section 13-101 shall be void and of no force and effect. The requirements in this Section shall apply only to Leases created from and after the effective date of these Safety Regulations.

13-102 Restrictions

A. Flight Privileges appurtenant to any Hangar or Tie Down may not be sold, assigned or leased, in whole or in part, separate from the Hangar or Tie Down.

B. A Northside Membership may not be sold separate from the lot and/or residence in Carefree Airpark Estates to which such membership is appurtenant.

C. The lease of a lot or residence in Carefree Airpark Estates shall not include the Northside Membership appurtenant to such lot or residence unless (i) the residential rental agreement expressly provides for the lease of the Northside Membership, and (ii) such agreement complies with the terms of these Safety Regulations and is approved by the Board in accordance with the terms of Section 13-101.

13-103 Rights of Lessee

During the term of any Lease Agreement approved in accordance with the provisions of Section 13-101: (i) the Lessee shall have the exclusive right to exercise all Flight Privileges appurtenant to the Hangar or Tie-Down leased to the Lessee (in the case of the lease of a Hangar or Tie-Down); (ii) the Lessee shall have the exclusive right to exercise all Flight Privileges appurtenant to the Northside Membership (in the case of the lease of a Northside Membership by a Northside Member); and (iii) the owner/lessor shall be prohibited from utilizing the Flight Privileges appurtenant to such Hangar, Tie Down or Northside Membership for the duration of the Lease Agreement.

ARTICLE 14. AMENDMENTS

14-101 Amendments

These regulations may be modified from time to time by a two-thirds vote of the Board.