

Stellar Runway Utilizers' - Rules and Requirements

Revised 12-31-2017

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ARTICLE 1 – DEFINITIONS

1.0 Definitions

1.1 “*Accident*” means any sudden event or continued or repeated contact that results in property damage, personal injury, or death occurring at the *Airport*, or nearby, when the accident is related to a departure from or arrival to the *Airport* or operation of a motor vehicle.

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- 1.2 “*Aeronautical activity*” means any activity or service which involves, makes possible, or is required for the operation of *Aircraft*, or contributes to, or is required for, the safety of such operations.
- 1.3 “*Aircraft*” means a vehicle that is used or intended to be used for flight in the air.
- 1.4 “*Airpark*” means “*Stellar Airpark,*” as defined in 1.34.
- 1.5 “*Airplane*” means an engine-driven fixed wing *aircraft* heavier than air that is supported in flight by the dynamic reaction of the airflow over the wings.
- 1.6 “*Airport*” means and has reference to the runway, two parallel taxiways, and four lateral taxiways owned by the *Stellar Runway Utilizers Association (SRUA)*, located at Chandler, Arizona, as now exist or as may hereafter be expanded and developed.
- 1.7 “*Airport Manager*” means the duly appointed manager of the *Airport* at *Stellar Airpark*, in Chandler, Arizona. The “*Airport Manager*” may be a member of the *Board of Directors* for *Stellar Runway Utilizers Association*, or a *person* appointed by the *Board*.
- 1.8 “*Airport user*” means an individual using the *Airport* Runway.
- 1.9 “*Air traffic*” shall mean *aircraft* in operation anywhere in the airspace in and around *Stellar Airpark* and in the vicinity of the *Airport* normally used for the movement of *aircraft*.
- 1.10 “*Aircraft operation*” means an *aircraft* arrival at, taxiing with the intention of flight, departure from, or overflight of the *Airport*.
- 1.11 “*Association*” means the *Stellar Runway Utilizers Association (SRUA)*.
- 1.12 “*Association Member*” means a member of the Stellar Runway Utilizer’s Association as defined in the Stellar Runway Utilizer’s Bylaws.
- 1.13 “*Association Regulations*” means regulations of *Stellar Runway Utilizers Association*, and/or the Federal Aviation Administration and/or the ordinances of the City of Chandler, and/or the Bylaws of the *Stellar Runway Utilizers Association*, all as such now exist or as amended from time to time.
- 1.14 “*Board* and/or *Board of Directors*” means the *Board of Directors* of the *Stellar Runway Utilizers Association (SRUA)*.
- 1.15 “*City*” means the city of Chandler, Arizona.

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1.16 “*Easement*” means the Easement running with the land dated July 27, 1982 regarding rules associated with the Stellar Air Park and Runway.

1.17 “*Escrow Account*” means the escrow account in which the *maintenance fees* are deposited and which is to be used for maintenance and upkeep of the *Airport*.

1.18 “*Fixed Base Operation*” shall mean any area so designated on the *Airpark*, for sale of fuel and rental or sale of hangars and tie down spaces which may or may not incorporate an Operator as defined in 1.19. Tract C, Stellar Air, is one example of a Fixed Base Operation.

1.19 “Fixed Base Operator” shall mean a *person*, firm, or corporation engaging in any of the following: (a) the sales, service, exchange, renting, and leasing, of (1) new and used *aircraft*; (2) air craft parts, accessories, and hardware; (b) the repair, overhaul, maintenance and modification of general aviation *aircraft* and/or *aircraft* equipment under the provisions of an *FAA* approved repair station; (c) the provision of pilot flight and ground school training; (d) charter flight services which may include aerial photography, map making and crop dusting services; (e) providing rental tiedowns spaces for aircraft. Tract C, Stellar Air, is one example of a Fixed Base Operator.

1.20 “*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.

1.21 “*Flight School*” means an organization or entity which trains pilots to fly *aircraft* of any type, and/or for any rating type.

1.22 “*Flying Club*” means ownership of an *aircraft* with more than (5) owners or any group owned *aircraft* where the ownerships change regularly, or any *aircraft* owned by a single entity and rented to members of the group.

1.23 “*Fuel handling*” means the transportation, delivery, fueling, and drainage of fuel or fuel waste products.

1.24 “*Group ownership*” means an *aircraft* that is owned by fewer than five (5) owners.

1.25 “*Guest Privileges*” means the right of any *person* to land, taxi, and/or takeoff at the *Airport*, on a transient basis, subject to the *Association regulations*.

1.26 “*Maintenance Fees*” means fees collected by the *SRURC* to be deposited in the *Escrow Account* to be used for maintenance, improvements, and upkeep of the *Airport*.

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1.27 “*Member*” means a member in good standing in the *Stellar Runway Utilizers Association*, an Arizona non-profit corporation.

1.28 “*Movement area*” means the runway, taxiways and other areas of the *Airport*, which are used for taxiing, takeoff, and landing of *aircraft*.

1.29 “*NOTAM*” means “Notice to Airmen” and is a notice containing information (not known sufficiently in advance to publicize by other means) concerning the establishment, condition, or change in any component (facility, service, or procedure of, or hazard in the National Airspace System), the timely knowledge of which is essential to personnel concerned with flight operations.

1.30 “*Person*” means an individual, firm, partnership, corporation, company, association, joint stock association, or governmental entity. It includes a trustee, receiver, and assignee, or similar representative of any of them.

1.31 “*Special Event*” means any organized gathering of *persons* or *aircraft* for demonstration attracting more than two *aircraft*, or social occasion, club gathering, *aircraft* demonstration, celebration, community event, seminar, or workshop, attracting more than 10 *aircraft*, or any event attracting more than 10 people.

1.32 “*SRUA*” means *Stellar Runway Utilizers Association*.

1.33 “*SRURC*” means *Stellar Runway Utilizers Rules Committee*.

1.34 “*Stellar Airpark*” means any and all entities contiguous or adjacent to the *Airport* having access to the *Airport* granted through easement agreements, CC&R’s, declaration of restrictions, or other lawful recorded document.

1.35 “*Stellar Runway Utilizers Association*” (“*SRUA*”) means the corporation formed for the conducting of all lawful affairs of the *Airport* under A.R.S §10-1029 providing for the incorporation of non-profit corporations. The *Stellar Runway Utilizers Association* governs the affairs of the *Airport* and enforces its rules, regulations and collects runway utilizer dues on behalf of its members.

1.36 “*Stellar Runway Utilizers Rules Committee*” (“*SRURC*”) means the Committee that enforces the rules, maintenance and upkeep required for the *Airport* by the *SRUA* and collects and enforces *maintenance fees* and oversees the *Escrow Account*.

1.37 “*Transient Aircraft*” means any *aircraft* not permanently based at the *Airpark*.

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1.38 “*User*” means any *person* or entity entitled to utilize the *Airport*.

1.39 “*Vehicle parking area*” means and includes any portion of the *Airport* designated by the *Airport Manager* and/or *Association* for the parking of a vehicle.

ARTICLE 2 PERMISSION TO USE AIRPORT

2.1 Conditional Permission to use *Airport*; Agreement to Abide by Rules

Any permission granted by the *SRUA Association* 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, transients, 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 promulgated thereunder. Entry upon or into the *Airport* by any *person* shall be deemed to constitute an agreement by such *person* to comply with such rules.

2.2 Use of the *Airport*

Stellar *Airpark* is a privately owned *Airport*. Licensed pilots, *aircraft* and *Users* are authorized to utilize the *Airport* for aviation purposes subject to strict compliance with Stellar Runway Utilizers Rules (“Rules”).

2.3 Conformance with Rules

No *person* shall navigate, land, or takeoff any *aircraft*, taxi, or conduct any *aircraft operations* on or from the *Airport* otherwise than in conformity with these Rules.

2.4 Revocation of Right or Privilege to Use *Airport*

The *Board of Directors* shall have the authority to revoke the right or privilege of any *person* to use the *Airport* for refusal or failure to comply with these rules, subject to the due process provisions specified in Article 14.

2.5 Authority to Promulgate Local Procedures

In addition to requirements set forth in paragraph 2.3 hereof, the *SRUA Board of Directors* and Committee may establish such additional operational directives, rules and regulations as are required to carry out the provisions of the Rules. If such additional rules and regulations are promulgated they shall be published, posted and/or otherwise made available at reasonable times and places.

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ARTICLE 3 RESTRICTIONS UPON USE OF AIRPORT, NOTAMs & CLOSURE OF AIRPORT

3.1 Authority to File NOTAMs and/or Closure of the Airport

No *person*, other than SRUA Board Members or a single designee of the *Board* shall have authority to file *NOTAMs* pertaining to the *Airport*, or to close the *Airport*, except in the event of an emergency. Except in the event of an emergency, the *Airport* shall not be closed without advance notification of all *persons* or other entities owning *aircraft* registered at Stellar pursuant to Article 4. Posting a notice on the *Stellar Airpark website* www.stellarairpark.org shall be considered adequate notification. Notification shall be made with as much advance notice as possible. This provision shall not prevent the *Board* and/or their designee from closing the *Airport* from time to time for brief periods necessitated by safety concerns or for periods of two hours or less to accomplish necessary repairs.

3.2 Flight Schools and Training Operations

No training operation or *flight school* may be based, established or conducted at Stellar Airpark without the express written permission of the SRUA *Board of Directors*. Registration of all such aircraft based at the Stellar Airpark *must be registered with the SRUA*. The *Board* shall not approve any *flight school* or training operation opposed by a majority of *Association Members*.

3.3 Flying Clubs and/or Other Operators

No *Flying Clubs* or other Operators may be based, established or conducted at Stellar Airpark without the express written permission of the *Board of Directors*. Registration of all flight club *aircraft* based at the Airpark *must be registered with the SRUA*. The *Board* shall not approve any *flying club*, or operator opposed by a majority of *Association Members*.

3.3.1 Working Aircraft

No working aircraft may be based, established or conducted at Stellar Airpark without the express written permission of the SRUA *Board of Directors*. Working aircraft is defined as aircraft used for monetary compensation to include, but not limited to: rental aircraft, for compensation site seeing aircraft, flying club aircraft, flight school aircraft or any other aircraft used for hire or compensation. Registration of all working *aircraft* based at the Airpark *must be registered with the SRUA*.

3.4 Parachuting

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Parachuting shall not be conducted at the *Airport* except at approved *Special Events*, with the express written permission of the *Board of Directors*, or in the case of an emergency.

3.5 Photography

No *person* shall take still, motion, or sound pictures of or at the *Airport* for commercial purposes without permission of the *Airport Manager* and/or *Association*.

3.6 Advertisements

No *person* shall post, distribute or display sign, advertisements, circulars, printed or written matter at the *Airport* without permission of the *SRUA Board of Directors*.

3.7 Dogs and other Animals

Dogs and other animals are permitted on the *Airport* only if on a leash or if confined in such a manner as to be under control. Any waste products left by the animal will be collected by the person tending such animal.

3.8 Explosives and Other Dangerous Articles

No *person* shall store, keep, handle, use, dispense or transport at, in, or upon the *Airport*, any explosives, any radioactive substance or material, or any other material at any such time or place or in any such manner or condition as to endanger or as to be likely to endanger *persons* or property.

3.9 Model Aircraft

The flying of model *aircraft* within the *Airport* area is not authorized, unless expressly approved in writing by the *Airport Manager* and/or *Association*. No *person* shall operate or release any kite, balloon, model *aircraft*, rocket, or model parachute anywhere on the *Airport* without the written permission of the *Airport Manager* and/or *Association*. Requests for such activities must be made in writing at least 24 hours in advance of the activity. *Aircraft* using the *Airport* will have precedence over these types of activities.

3.10 Unlawful Conduct

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

3.11 Juveniles and/or Children, Parental Responsibility

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No juvenile or child below the age of 13 may enter or remain in the *Airport* area, unless supervised by a responsible adult. Parents are accountable for the actions of their children at the *Airport*.

ARTICLE 4 REGISTRATION OF AIRCRAFT

4.1 Registration of Operational Aircraft

Any *person* or entity who bases an *aircraft* at *Stellar Airpark*, other than homeowners, **MUST Register** such *aircraft* with the *SRUA*. A fee shall be required for registration and issuance of an annual permit in an amount commensurate with the type of use and according to a fee schedule established by the *Board of Directors* for *members* of the *SRUA* and also for all non-*members* of the *SRUA*. All registered and permitted *aircraft* **may** be required to display a registration sticker affixed in a manner and location specified by the *SRUA Board*.

4.2 Maintenance Fees for the Airport

An Annual *SRUA Runway Maintenance Fee Schedule* shall be established and revised from time to time by the *SRUA Board of Directors* (with regard to *members* of the *SRUA* and with regard to all non-*member fixed based users* based at *Stellar Airpark*). Fee schedules must be available to any requesting *aircraft* owner or operator basing or operating an *aircraft* at *Stellar Airpark* including but not limited to: *Tract C (the FBO, Stellar Air and/or its successors)*. Revised fee schedules must be posted on the *Stellar Airpark website*: www.stellarairpark.org at least sixty (60) days in advance of the effective date of revision.

Legal Authority:

Paragraph 2.4 of Reciprocal Easement Agreement recorded 27 July, 1982 Maricopa County Recorder's Office under: 1982027_DKT_16180_195_9. For *Stellar Airpark*.

Rules and Regulations. Use of Burdened Property pursuant to this Easement Agreement shall be subject to such rules and regulations as shall from time to time be prescribed by Triad or Stellar, which may include, **but shall not be limited to**, rules and regulations as to hours of use, size and weight of aircraft, and registration of aircraft.

Therefore, the *SRUA* has the legal authority to, and will assess the following annual runway utilizer fees for all users: aircraft / lots/ parcels and *Condo Hangars* based at *Stellar Airpark* and will **enforce remedies** for all non-paying users.

4.3 Annual Runway Maintenance Fee Schedule for Aircraft Based at Stellar Airpark (2018)

Parcel Location	Member Class	Lot Has Runway Access	2018 Dues	Comments
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Stellar Estates 1 & 2 (Residential lots 1-65)	Class 1	Yes	\$1500.00	100% of Class 1
Stellar North (Residential lots 41-80)	Class 1	Yes	\$1500.00	100% of Class 1
Stellar West (Residential lots 1-40) if aircraft is based at Stellar Airpark.	Class 2	No	\$750.00	50% of Class 1
Stellar East (All Commercial property with taxiway access)	Class 2	Yes	\$1500.00	100% of Class 1
Stellar East (All Commercial property -no taxiway access)	Class 2	No	\$750.00	50% of Class 1
Winds Aloft (Hangars and lots at Stellar Airpark), Tract "C" Stellar Property LLC. (38 Units/parcels) (A1-A14, B15-B24, C25-C31, D32-D38)	Class 2**	Yes	\$750.00	50% of Class 1
All FBO Based Tied Down Aircraft (All Aircraft must register with SRUA) Email: Stellarboard@gmail.com	N/A	Yes	\$450.00	30% of Class 1
**extending Class II membership to hangar /undeveloped lot (APN) <u>owners</u> (developer excluded) subject to membership ratification and/or bylaws amended.				
Working and Other Aircraft Fees—Must have operational permit on file with SRUA				
Rental Aircraft	None	N/A	\$750.00	50% of Class 1
Flight School Aircraft	None	N/A	\$1500.00	100% of Class 1
Flying Clubs:	None	N/A		
One Aircraft			\$750.00	50% of Class 1
Two Aircraft			\$950.00	\$200.00 + Above
Three Aircraft			\$1150.00	\$200.00 + Above
Any flying club exceeding three aircraft becomes subject to an operational permit and additional agreements on file with the SRUA.				

Annual SRUA fees are Mandatory and due on January 1, 2018.

(The 2018 SRUA fees were approved by SRUA membership vote at annual meeting held January 26, 2017)

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Please Make checks payable to:

Stellar Runway Utilizers Association

Mailing Address:

SRUA

11 N. Stellar Parkway

Chandler, AZ 85226

Questions? Email: Stellarboard@gmail.com

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ARTICLE 5 LIABILITY

5.1 Airport and Airpark Liability

SRUA (and its officer and directors and employees) assumes no responsibility or liability for loss, injury or damage to *persons* or property on the *Airpark*, or using the *Airport* facilities, by reason of fire, vandalism, winds, flood, earthquake, or collision damage (and all parties bound by these regulations do so release such *persons*) nor does it assume any liability by reason of injury to *persons* or property while using the facilities of same. Any *person* who uses the *Airport* does so at their own risk.

5.2 Property Damage, Injurious or Detrimental Activities

No *person* shall destroy, deface, or damage any *Airport* property or conduct activities that are injurious, detrimental or damaging to *Airport* property, *Association* and *SRURA* members, *members'* lessees, guests, invitees, permittees or employees.

5.3 Payment for Damages

Any *person* causing or liable for any damage, shall be required to pay the *Association*, *SRURC* and/or the injured *person*, upon demand, the full amount of damage or injury. Any *person* failing to comply with this requirement shall be in violation of these regulations and may be refused the use of the *Airport* facility until the *Association* has been fully reimbursed for damage done.

5.4 Additional Insured Requirement for Certain Users

Any business or other entity, including *flight schools*, *flight training aircraft*, *rental aircraft*, *site seeing aircraft* or any *person* organizing or conducting a *Special Event*, that uses the *Airport* facilities, are required to provide and maintain liability insurance, naming "Stellar Runway Utilizers Association", its *members*, its *board* members and officers, the *SRURC*, its members and the employees and assigns of each as "ADDITIONAL INSURED" The proof of coverage must be provided to SRUA, prior to conducting its business or operations. The SRUA Board will set the amount of coverage.

5.5 Indemnity

To the fullest extent permitted by law, any Users of the *Airport*, their assigns, employees, agents, tenants and successors ("Indemnitors") shall indemnify, defend and hold harmless the *SRUA*, its *members*, board members and officers, the *SRURC*, its *members*, and the employees and assigns of each ("Indemnitees") from and against any and all liabilities, claims, damages and causes of action of any type whatsoever, including those related to injury to *person*, property and

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environmental damage arising out of or in any way related to the use or operation of the *Airport* or adjacent property by Indemnitors regardless of whether or not such liabilities, claims, damages

14 and causes of action are caused in part by the Indemnitees. Such obligation on the part of the Indemnitors shall not be construed to abridge or negate any and all other duties and obligations owed by the Indemnitors to the Indemnitees.

5.6 Insurance

Prior to utilizing the *Airport* in any capacity, all Users of the *Airport* facilities shall obtain adequate liability insurance. Additionally, all *Flight Schools, Flying Clubs* and *Charter Operators, Flight training or Rental aircraft* shall name SRUA as an additional insured on their liability insurance policies and provide copies thereto to the SRUA for approval.

ARTICLE 6 *USER OBLIGATIONS*

6.1 Damage

Members, Users, their guests, *Members'* and *Users'* lessees and permittees, or any other *person* using the *Airport* facilities, shall be fully responsible for all damage to buildings, equipment real property and appurtenances of the *Airport* caused by *accident*, 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.

6.1.1 Parking and Tiedown of aircraft on Stellar Airpark

No aircraft may be tied down, parked or located in such a manner as to encroach on or over **SRUA owned property**- to include, but not limited to: the common east/west taxiways, runways, run-up areas or other locations that may or may not be delineated by Taxiway Edge Markings (solid double yellow) line without the express written permission of the SRUA. Violations of this rule will result in immediate aircraft removal/relocation at the owner's or operators expense and without liability for any damage which may result in the course of such moving.

6.2 Storage and Equipment

No *person* shall store or stock materials and/or equipment, or park *aircraft*, or vehicles in such a manner as to interfere with the free movement of *aircraft* in the *movement areas*.

ARTICLE 7 *AIRCRAFT RULES*

7.1 Negligent Operations Prohibited

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No *aircraft* shall be operated on the surface of a *movement area* in a careless or negligent manner or in any respect in disregard of the rights and safety of others, or without due caution and circumspection, or at a speed or in a manner which endangers others, or is likely to endanger *persons* or property. The SRUA reserves the right to fine any individuals involved in such incidents.

7.2 Landing and Departing Aircraft

All *aircraft* with radio communications capabilities *are required* to make the appropriate Unicom or CATF calls in the blind when arriving or departing *Stellar Airport*, and while in the pattern.

7.3 Motorless Aircraft

Gliders, sailplanes, or other motorless *aircraft*, other than those operated by *members*, are not permitted to operate at the *Airport*, except at *special events* authorized by the SRUA.

7.4 Closure of the Airport

If the *Airport* is closed by *NOTAM*, no pilot shall land or takeoff.

7.5 Suitability of the Airport for Emergency Landings

No *person* shall refuse a landing to any *aircraft* whose pilot has declared an emergency. No *Member*, *User* or other *person* shall take any action to attract an emergency landing to the *Airport*, and in the interests of safety, should suggest that the pilot, if able, consider other nearby airports with better emergency response capability, such as rescue and firefighting equipment. If an emergency landing will be attempted, the Chandler Fire Department should be notified as early as possible of an impending emergency landing, and whenever possible, with sufficient lead-time to allow such Fire Department to organize an effective response in advance of the emergency landing attempt.

7.6 Landing and/or Taxi Lights, Use Required

All *aircraft* equipped with a landing or taxi light shall have one or the other turned on during the hours of darkness while taxiing to or from their hangar or tie down space to the runway. Once on the parallel taxiways and/or run-up areas, pilots shall use their landing light with discretion so as not to be hazardous to incoming night flights of *aircraft*.

ARTICLE 8 TAXIING AND RUN-UP

8.1 Care While Taxiing

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No *aircraft* shall be taxied at the *Airport* where the propeller blast or jet exhaust may cause injury to *persons* or do damage to property.

8.2 Helicopters, Hovering, and Hover-Taxiing

Helicopters are prohibited from hovering, or hover-taxiing on taxiways, or on runways, except in designated areas. Practice auto-rotations or emergency procedures, and hover-training is prohibited on the *Airport*.

8.3 Avoidance of Collisions

No *person* shall taxi an *aircraft* until he/she has ascertained that there is no danger of a collision with other *aircraft*, *persons* or objects in the immediate area

8.4 Run-Ups in Designated Areas

Run-up of *aircraft* will be performed on the designated aprons at the end of runway 17 or 35, with the *aircraft* pointed in such a manner as to minimize the creation of dust. Run-ups should be conducted on the east side of the runway, and only in designated areas.

8.5 Maintenance Run-Ups

Run-up of *aircraft* for maintenance purposes will be permitted only in runup areas between the hours of 7:00 am and 10:00 pm.

ARTICLE 9 AIRPORT TRAFFIC PATTERNS

9.1 Traffic Pattern Altitudes

Traffic pattern altitudes for *aircraft operations* at Stellar *Airport* are as follows:

1. Reciprocating Engine *Aircraft* (piston): 2000 MSL.
2. Turbine powered *Aircraft*: 2300 MSL.
3. Helicopters: Avoid the flow of fixed wing traffic.

9.2 Traffic Patterns & Procedures

- A. All *aircraft* **shall use** runway 17 for takeoff and landing on calm days (no wind). Takeoffs or landings on Runway 35 are strongly discouraged unless wind or other conditions affecting the performance and/or safe operation of *aircraft* dictate operation to the north.
- B. Arrivals – Runway 17 Left Hand Traffic.

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C. Arrivals – Runway 35, Left Hand Traffic

D. Departures – Runway 17, Maintain runway heading until reaching 500 feet AGL, and past the San Tan Freeway.

E. Departures – Runway 35, Maintain runway heading until reaching 500 feet AGL, and past Chandler Boulevard.

F. Mid-Field Departures

Mid-field departures are not recommended.

G. Threshold and Demarcation Line

Pilots should be mindful that full-power application, or static takeoffs, prior to the threshold of Runway 17, are not allowed because of the probability of blowing dust and the potential for interference with vehicular or other traffic.

H. Entry Into the Pattern

The standard traffic pattern for Stellar *Airpark* (P19) shall be a rectangular pattern with a 45-degree entry to the down wind leg. In the absence of conflicting traffic, other pattern entry procedures may be used. Pilots should announce their intentions on the CATF, if the *aircraft* is equipped with a radio. *Aircraft* in the standard pattern shall have the right of way.

I. Low Passes

Low passes below traffic pattern altitude are **not authorized**, except during *special events* authorized by the SRUA.

J. Approach to the *Airport* by Helicopters

Helicopters shall approach the *Airport* from the east avoiding the flow of fixed wing *aircraft*, and avoiding overflying houses.

K. No practice touch and go landings are authorized for Flight Schools or other aircraft for hire.

ARTICLE 10 GOOD NEIGHBOR POLICY & FLIGHT AROUND THE *AIRPORT*

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Stellar Airpark is surrounded on three sides by residential houses and apartments. Although *Stellar Airpark* existed long before these homes were constructed, the official policy of the *Airport* and the SRUA *Board of Directors* is to make every reasonable effort, consistent with safety and correct operation of each individual *aircraft*, to minimize noise aggravation and the perception of hazard.

10.1 The Advisory Pamphlet

The SRUA *Board of Directors* shall publish an advisory pamphlet depicting *Airport* rules for *aircraft operation* on the ground and in flight around the *Airport*. The pamphlet shall be revised from time to time as is deemed necessary by the *Board*. Pamphlets shall be distributed from time to time, posted on: stellarairpark.org. The pamphlet shall, at a minimum, include the following advisories in text accompanied by a corresponding diagram of the area:

- A. Runway 17, left hand traffic, is the preferred runway unless winds favor Runway 35.
- B. Landings and Departures from Runway 35 are strongly discouraged.
- C. Departing pilots will maintain runway heading until reaching 500 feet AGL, and until past the San Tan Freeway when departing on Runway 17, or Chandler Boulevard if departing on Runway 35.
- D. Mid-field departures are not recommended.
- E. Long finals are discouraged, unless necessary for the safe operation of the *aircraft*.
- F. Pilots are urged to avoid aggressive maneuvering while flying over populated areas.
- G. A Depiction of any noise sensitive areas.
- H. Touch and go landings by *flight schools* or *flight school aircraft* are not permitted.
- I. Training flights by other than *Board* approved *flight schools* are not permitted.
- J. Flight over Apprende School, located just west of the extended Runway 35 centerline, and immediately north of Desert Breeze Road, is strongly discouraged.
- K. Rules regarding helicopter operations.
- L. Location of run-up areas.
- M. Contact telephone numbers.

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N. SRUA Annual Maintenance Fees for Aircraft based at Stellar Airpark

ARTICLE 11 MISCELLANEOUS

11.1 Compliance With FAA Regulations

Pilots of *aircraft* entering or leaving the traffic pattern of the *Airport* or using the runways or *movement areas* for the purpose of landing or taking off, shall be in compliance with all applicable *FAA* regulations.

11.2 Removal of Disabled Aircraft

Aircraft owners, their pilot or agent, shall be responsible for the prompt removal of disabled *aircraft* and any part thereof, unless required or as directed by the *SRUA* or the NTSB, or any other enforcement agency, to delay such action pending an investigation of an *accident*. In the event of failure to remove promptly such disabled *aircraft*, the *Airport Manager* and/or *Association* will cause the *aircraft* to be removed and bill the owners thereof for all charges incurred in the removal of same. In this regard the *Association* shall hold a possessory lien for all such charges, which shall be foreclosed in accordance with applicable Arizona Statutes.

11.3 Incorporation of FAA Regulations

All *FAA* Regulations regarding air and ground traffic are expressly incorporated by reference.

ARTICLE 12 MOTOR VEHICLE, BICYCLE AND PEDESTRIAN

12.1 Licensing and Registration

No *person* shall operate any unlicensed motor vehicle on the *Airport* except for golf carts, tractors, construction equipment, or utility vehicles. Any unlicensed driver must be accompanied by a responsible adult.

12.2 Operation of Motor Vehicles

Under no circumstances shall motor vehicles be operated in excess of fifteen (15) miles per hour on the *Airport*. 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 taxiway at any location. Non *SRUA* member vehicles are **specifically prohibited** unless authorized by the *SRUA* Board of Directors.

12.3 Restrictions as to Operation of Vehicles

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No vehicle shall be operated at the *Airport* or upon any area thereof in a careless, negligent or reckless 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 any *person* or property. No non-SRUA member vehicle is permitted to operate on or traverse the east/west taxiways or runway of Stellar airpark without express written permission of the SRUA. This excludes all: Fire, Emergency, Police, Medical or other official Government vehicles.

12.4 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 *SRUA* and then only under the rules as are established.

B. Under no circumstances will parking of motor vehicles be permitted on any taxiway, runways or in any infield areas, except during a *Special Event* approved by the *SRUA Board*.

12.5 Procedure in Case of a Vehicle Accident

The driver of any vehicle involved in an *accident* on the *Airport* which results in injury or death to any *person*, or damage to any property, shall immediately stop such vehicle at the scene of the *accident*, render such assistance as may be needed and give his name, address, and operator's license and registration number to the *person* injured, or to any peace officer, representative of local, state or national government, the *SRUA* and/or *Association* or witnesses to the injury/incident. The operator of such vehicle shall make a report of such *accident* in accordance with the laws of the State of Arizona.

12.6 Authority to Remove Vehicles

The *Association* may cause to be removed from any area of the *Airport* any vehicle which is disabled, abandoned, parked, operated recklessly in violation of these rules and regulations, or which interferes with normal operations of the *Airport*, at the operator's expense and without liability for any damage which may result in the course of such moving.

12.7 Regulations for Bicycles

Every *SRUA member* riding a bicycle upon a taxiway, shall be granted all the rights, and shall be subject to all the duties, by title made applicable to the driver of a vehicle, except as to provisions, which by their nature have no application.

12.8 Maintenance Vehicles Operating on Landing Area at Night

Any vehicle authorized to operate on the Landing area of the *Airport* at night shall display lights and a rotating beacon visible to all *personnel*, and of sufficient brightness as to be visible to

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any approaching *aircraft* from a distance sufficient to allow aborting of a landing attempt. Such authorization may be granted only by the *Airport Manager* and/or *Association* or their representative.

12.9 Repair of Motor Vehicles

No *person* may clean or make repairs to motor vehicles on any area of the Airport owned by the SRUA.

ARTICLE 13 ENVIRONMENTAL

13.1 Cleaning and Maintaining Aircraft

Cleaning, washing polishing of, or otherwise maintaining *aircraft* in any area owned by the SRUA is prohibited.

13.2 Removal of Gas, Oil, Grease, and Similar Substances

In the event of spillage or dripping of gasoline, oil, grease, or any material, which may be unsightly or detrimental to the pavement in any area of the *Airpark* owned by the SRUA, the same shall be removed immediately. No *person* shall dump fuel, or oil, or drain fuel sumps, on the *Airport*. The responsibility for and/or cost of the immediate removal of such gasoline, oil, grease or other material shall be assumed by the operator or owner of the equipment causing the same or by the *member* or permittee responsible for the deposit on the pavement. In the event that the cleanup is not adequate to prevent damage to the pavement, or an unsightly appearance, in the opinion of the *Airport Manager* or *Board*, cleanup and/or repair by a commercial service may be ordered at the responsible *person's* expense.

13.3 Waste

No petroleum products or objectionable industrial waste matter shall be dumped or permitted to drain into drainage ditches, canals, retention areas or into sewer systems or storm drains or any other area owned by the SRUA. Any *person* who violates this provision shall be subject to the costs for cleanup and/or repair as specified in Article 13.2.

ARTICLE 14 PROCEDURES FOR ADDRESSING VIOLATIONS

14.1 Association members Shall Notify the Board of Directors Regarding Violations

The *Association members* shall advise the SRUA *Board of Directors* of all alleged violations of these Rules (including failure to pay *Association* charges and assessments). Such reports may be made verbally but the *Board* may request a written report with a detailed narrative

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explanation of all alleged violations and copies of all existing relevant investigatory reports. If the *Board* judges the issue to be appropriate for informal resolution, an individual Board Member may meet with the accused *Member* and resolve the issue. If a written report is submitted, and/or the facts are disputed, the matter will be handled as outlined in Article 14.2.

14.2 Disciplinary Measures, Options

After due investigation (including the right of the charged party to be heard and present witnesses), the *Board* may as to each *member* or *member's* lessee take one or more of the following actions depending upon the severity of the conduct: (i) take no action; (ii) issue a letter of comment, but if the conduct is repeated or not corrected; (iii) issue a letter of censure, but if the conduct is not corrected or repeated; (iv) issue a fine of not less than Five Hundred Dollars (\$500) for each violation, but if the conduct is repeated or not corrected; (v) issue a letter of temporary suspension, but if the conduct is repeated or not corrected; (vi) issue a letter of permanent suspension; or (vii) pursue legal remedy and/or compensation in a court of competent jurisdiction in the State of Arizona.

14.3 Safety Violations

Any *person* may report an alleged safety violation that occurred during the previous 30 days to the SRUA *Board of Directors*. The *Board* shall inform the *person* accused by letter of the complaint filed against him/her, within ten days after receiving the allegation. The first letter shall be considered an alert with no further action by the *Board*, unless the alleged conduct is ongoing and constitutes a hazard, in which case the *Board* will proceed according to the provisions of paragraphs 14.1 and 14.2. Should there be a second allegation, the *Board* will notify the *person* accused with a second letter informing him/her of the complaint. The second letter shall be considered a warning, unless the alleged conduct constitutes a hazard, in which case the *Board* will proceed according to the provisions of paragraphs 14.1 and 14.2. Should there be a third allegation, the offense, if confirmed, shall be handled by the *Board of Directors* in accordance with paragraph 14.1 and 14.2.

ARTICLE 15 SPECIAL EVENTS

15.1 Special Events

Notwithstanding any provision contained herein, special aviation events may be staged at the *Airport*, but only with prior written approval of the SRUA *Board* and/or *Association*.

ARTICLE 16 AMENDMENTS

16.1 Amendments

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Material modifications to these rules may be accomplished only by a vote of the majority of Members at an annual meeting. A material modification shall be a modification which substantially affects the use of the Runway.

Appendix 1 - Accidents, Reports, and Emergency Procedures

These procedures are established to assist and direct the handling of an emergency or *aircraft accident* at Stellar Airpark. In establishing these procedures, it is recognized that it is not possible to set forth instructions to cover all possible types of *accident* or emergency conditions, or to outline in detail the exact steps to be followed in the event of such situations. Therefore, these procedures should be supplemented with good judgment on the part of all concerned.

A. The first and foremost consideration in the event of an *accident* is the safety and well being of the occupants of the *airplane*. If there is any possibility of personal injury or the threat of personal injury, an emergency call to 911 must be made to report an *aircraft accident* along with as 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* and/or Board member, if available, will make the necessary arrangements with the appropriate authorities, (PHX approach control, Prescott Flight Service) and for the duration of the emergency, maintain a listening watch on Unicom/CATF to alert inbound traffic.

C. In the unfortunate event of a death by any cause, the police will be notified, and the entire investigation, notification of relatives, etc., will be their jurisdiction and responsibility. If an *accident* is not responded to by the Chandler Police Department, notification of family or next-of-kin will be made by a Board Member or their designee, if the pilot is incapacitated by injury and cannot make the notification.

D. NTSB 830 requires the operator involved in the *accident* or the incident to make the necessary reports to the NTSB. It is not the responsibility of the *Airport* and/or *Board of Directors* to make such reports.

E. In the event a *person* is seriously injured in an *aircraft accident*, the Chandler Police must be immediately notified. The police will evaluate the incident and determine appropriate action. Usually, the police will concern themselves primarily with caring for the injured, stabilizing the scene to prevent further injury, determining what happened, locating witnesses, crowd control, determining that a crime has not been committed, referring the incident to the responsible investigative agency (the *FAA* and *NTSB*), and holding the scene until the investigative agency arrives on scene. The *NTSB* or its delegate will decide when wreckage can be moved without compromising the investigation. In an *accident* not involving serious injury, and when the operator is not capable of making his/her report, the *Airport Manager* and/or *Association* will notify the *FAA* and or *NTSB* and request authorization to move the wreckage in order to assure continued

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safe *airport* operations. If the wreckage is moved prior to the arrival of the *FAA* and/or the *NTSB*, such as when it is necessary to remove a person injured or trapped, or to protect the public from injury, or when movement is authorized by the *FAA* or the *NTSB*, sketches, descriptive notes, and or photographs should be made, if possible, of the original condition and position of the wreckage and any discernable impact marks.

F. As soon as practical after an *accident/incident* the *Airport Manager* and/or *Association* shall make a written record of the meteorological condition at the time of the *accident*, and a general statement of the *Airport* condition, e.g., runway surface condition, obstruction, *NOTAMS*, lighting, etc. This record shall be placed on file with the *Stellar Runway Utilizers Association*.

G. No attempt should be made to ~~fix~~ determine the cause of an *accident*, or to assign fault or responsibility for the incident, pending investigation and findings by proper authorities.

H. It is essential that only one-*person* act as spokesperson for the *Airport* in order to avoid the release of conflicting information. All requests for information from the media will be referred to the *SRUA Board of Directors* of the *Association* or their designee.

I. In the event of a significant emergency, to which Police and/or Fire respond, the *Airport Manager* or his designee, or a Board Member, shall be assigned to the Police/Fire Department command post to provide a liaison between emergency/investigative operations and the *Airport*.

Appendix 2 – Procedure for Removal of Damaged Aircraft

A. In the event of an *aircraft accident* or mishap that results in a disabled *aircraft* on the runway, the *Association members*/or the *SRUA Board of Directors* shall supervise the removal of the *aircraft*. The owner or pilot of the damaged *aircraft* should be given the opportunity to arrange for removal of the *aircraft*, provided that the *aircraft* is removed in a timely fashion. Ideally, the owner or pilot of the damaged *aircraft* will make their own arrangements and the runway will be returned to service within a reasonable time.

B. If the owner or pilot of the damaged *aircraft* are unwilling, or unable to remove the damaged *aircraft* in a reasonable period of time, the *SRUA Board of Directors* are authorized to cause the *aircraft* to be removed by competent means, in order that the *Airport* can be returned to service within a reasonable time. Every reasonable effort should be made to avoid further damage to the *aircraft*.

