

**ALPINE AIRPARK ASSOCIATION
RULES AND REGULATIONS
PROPOSED NEW SECTION 13.0 — CONSTRUCTION ACTIVITY**

(Adopted by the Board pursuant to Section 12.1 of the Rules and Regulations and Section 3.9(g) of the Declaration)

13.0 CONSTRUCTION ACTIVITY

This Section governs construction activity on any Lot within the Airpark. It is adopted to protect the Runway, Taxiways, Common Areas, Aircraft, and persons from damage, foreign object debris ("FOD"), and the hazards associated with construction adjacent to an active aviation environment. The requirements of this Section are a condition of, and supplement, the architectural approval process set forth in Article III of the Declaration. No approval of plans and specifications under Section 3.05 of the Declaration shall authorize the commencement of construction until the Owner has executed the Construction Activity Agreement required by this Section.

13.1 Application.

This Section applies to any Owner or Member (the "Owner") who undertakes, or engages any contractor or other person to undertake, any excavation, digging, grading, construction, reconstruction, addition, or alteration on a Lot for which approval is required under Article III of the Declaration. The obligations imposed by this Section are the personal obligation of the Owner and run to the Owner regardless of whether the work is performed by the Owner, a contractor, a subcontractor, or any other person. The Owner shall not be relieved of any obligation under this Section by reason of having engaged a contractor to perform the work.

13.2 Construction Activity Agreement Required.

Prior to, and as a condition of, the issuance of any approval authorizing construction to commence, and in any event prior to any digging, delivery or staging of construction materials, or commencement of construction, the Owner shall execute and deliver to the Board a written Construction Activity Agreement in a form approved by the Board. The Construction Activity Agreement shall incorporate the obligations set forth in this Section. No digging, staging of materials, or construction shall begin until the executed Construction Activity Agreement and the evidence of insurance required by Section 13.4 have been received and accepted by the Board.

13.3 Liability for Damage and Foreign Object Debris.

The Owner shall be fully responsible and liable for any and all damage to Aircraft, the Runway, Taxiways, Common Areas, or any other Airpark property, and for any injury to persons, arising out of or resulting from the construction activity, including without limitation damage or injury caused by loose articles, construction materials, or FOD originating from the Owner's Lot or the construction activity, whether or not such material or debris is deposited on a Taxiway, the Runway, or any Movement Area. The Owner shall, upon demand, pay the Association and/or any injured person the full amount of any such damage or injury in accordance with Sections 3.3 and 4.1 of these Rules and Regulations.

13.4 Insurance Required.

The Owner shall obtain and maintain, or cause to be obtained and maintained, commercial general liability insurance covering the construction activity, with limits of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall:

- a. name the Alpine Airpark Association, Inc. as an additional insured;
- b. include a waiver of subrogation in favor of the Association;
- c. be maintained in full force and effect from before the commencement of any digging, delivery or staging of construction materials, or construction, and continuously throughout the duration of the construction activity; and
- d. be evidenced by a certificate of insurance (and additional-insured endorsement) delivered to and accepted by the Board before any digging, staging of materials, or construction begins.

The obligation to obtain and maintain the insurance required by this Section is the obligation of the Owner. The Owner may satisfy this obligation through the Owner's own policy or through a policy maintained by the Owner's contractor, provided that all requirements of this Section, including the additional-insured and waiver-of-subrogation requirements and the minimum limits, are satisfied and evidenced to the Board.

13.5 Force-Placed Insurance.

In the event the Owner fails to obtain the insurance required by Section 13.4 and to provide the Board with satisfactory evidence of such coverage, the Board may, but shall not be obligated to, obtain such insurance on behalf of the Owner. All premiums, costs, and expenses incurred by the Association in obtaining such insurance shall be charged to the Owner. Such amounts shall constitute an expense caused by the Owner and may be levied as a Special Assessment against the Owner's Lot pursuant to Section 8.1(e) of these Rules and Regulations and Sections 7.03 and 6.04 of the Declaration, and shall be secured by, and enforceable as, the Assessment Lien provided for in the Declaration. The Board's election to obtain or not obtain such insurance shall not relieve the Owner of any liability under Section 13.3 and shall not waive any other remedy available to the Association.

13.6 Foreign Object Debris and Securing of Materials.

The Owner shall, at all times during the construction activity and upon its completion:

- a. keep all Taxiways, the Runway, and all Movement Areas clean and clear of any and all FOD originating from the Owner's Lot or the construction activity;
- b. secure all construction materials, equipment, debris, and loose articles so as to prevent them from leaving the Owner's Lot or becoming dislodged by wind, jet blast, propeller wash, or rotor wash; and
- c. ensure that all Taxiways, the Runway, and all Movement Areas remain free and clear at all times of any and all FOD that could blow from the Owner's Lot or become dislodged by the operation of any Airplane or rotorcraft; and
- d. promptly remove any mud, dirt, rock, gravel, or other material tracked, dropped, spilled, or otherwise deposited onto any Taxiway, the Runway, or any Movement Area by construction vehicles, equipment, or activity, whether or not such material constitutes FOD, and keep all such surfaces clean and free of mud, dirt, and rock at all times.

The Owner shall promptly remove any FOD or material attributable to the construction activity from any Taxiway, the Runway, or any Movement Area. Failure to do so shall be a violation of

these Rules and Regulations and shall entitle the Board to take any action available to it, including remedial action at the Owner's expense pursuant to Section 8.1 of these Rules and Regulations.

13.7 Runway Access and Notice of Work Near the Runway.

No person engaged in or associated with the construction activity shall enter upon or access the Runway without escort authorized by the Board or the Airport Manager. If any construction activity, including without limitation apron or taxiway construction, will occur within fifty feet (50') of the Runway, the Owner shall contact the Airport Manager not less than twenty-four (24) hours in advance of such activity so that the Airport Manager, or a designee, may file or coordinate the issuance of an appropriate Notice to Air Missions (NOTAM) with the Federal Aviation Administration or Flight Service. The Owner shall comply with any operational directives issued by the Airport Manager or the Board in connection with such activity.

13.8 Barricade of Runway Access.

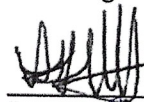
The Owner shall not provide, and shall not permit, any construction contractor or other person engaged in the construction activity to have access to Taxiway surfaces without a barricade in place sufficient to prevent such contractors or persons from mistakenly entering the Runway. The Owner shall be responsible for the installation and maintenance of such barricade throughout the period during which contractors or other construction personnel have access to the Taxiway.

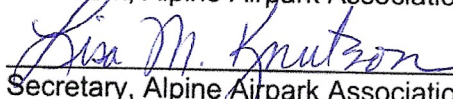
13.9 Remedies and Enforcement.

Any violation of this Section shall constitute a violation of these Rules and Regulations and the Declaration. In addition to any other remedy provided in the Association Documents, at law, or in equity, the Board may exercise any of the disciplinary actions set forth in Section 8.1 of these Rules and Regulations, may levy a Special Assessment for any expense caused to the Association by the violation, may suspend the Owner's right to access and use the Runway, Taxiways, and other Common Areas, and may take immediate remedial action in the event of an emergency. All amounts chargeable to the Owner under this Section shall be secured by, and enforceable as, the Assessment Lien provided for in the Declaration.

Adoption

Adopted by the Board of Directors of the Alpine Airpark Association, Inc. by a two-thirds (2/3) vote on this 27th day of June, 2026, pursuant to Section 12.1 of the Rules and Regulations.


V. Raj Narayanan
President, Alpine Airpark Association, Inc.


Lisa M. Knutson
Secretary, Alpine Airpark Association, Inc.