

## Article VII Amendment

**Basis of Maintenance Fees.** As of the date of the adoption of this amendment, the fee shall initially be established at \$ 150.00 per Annum, per Lot and Outparcel, and Tenant aircraft not owned by the Property Owner, payable in advance. An “unflyable” aircraft (an aircraft unable to fly) may be exempted from the annual \$150.00 fee if requested by the aircraft owner and approved in writing by the Board. The request should include the reason the exemption is requested as well as the length of time that the unflyable condition may exist. The fee may be increased or decreased as hereinafter provided. The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual fee at a different amount. As more fully provided in the Declaration, each member is obligated to pay to the Association maintenance fees and special assessments as established in the Declaration, which are secured by a continuing lien upon the property against which the maintenance fee and assessment is made. Any fee or assessments which are not paid when due shall be delinquent. If not paid within thirty (30) days after the due date, the delinquent amount shall bear interest from the date of delinquency at the rate of ten percent (10%) per Annum, and the Association may bring action at law against the property, interest, costs, and reasonable attorney’s fees of any such action shall be added to the amount due. No Owner may waive or otherwise escape liability for the fees or assessments provided for herein by nonuse of the Common Area or abandonment of his Lot or Outparcel.

Aircraft located at the airport for maintenance purposes for a period not to exceed ninety (90) days shall not be assessed a fee. If not airworthy in appearance, such aircraft shall not be stored in public view.

The classification of aircraft as to “Property Owner”, “Tenant Aircraft”, “airworthy in appearance”, “unflyable”, or “based for maintenance purposes” shall be made by the Board of Directors. Initial fee payments will be prorated to the first of the next year.

## **Tenant Aircraft Annual Airport Use Fee**

- 1) When a Tenant aircraft initially arrives at 5R3, the Property Owner/Landlord should forward to the Property Owner Association's Treasurer:
  - The aircraft owner's name, address, phone, aircraft type (make and model), and N-Number.
  - A check to the RAAPOA for \$12.50/per month times the number of months, including the arrival month, to the end of the first year. The RAAPOA will issue a paid receipt for this payment.
- 2) Each January, an invoice for \$150.00 will be sent to each Tenant for payment. The invoice will appear on the Property Owner/Landlord's statement as an outstanding balance until paid in full. A statement of unpaid amounts will be sent to the Property Owner, and a past due invoice sent to the Tenant, until paid in full.
- 3) If a Tenant anticipates temporary residence at 5R3 (less than 12 months), he/she may forward a check to the RAAPOA for \$12.50/month times the total months of the anticipated stay. This will exempt this aircraft from the initial invoice (from the arrival month to the end of that year) and also exempt it from the next January annual billing, provided the stay at 5R3 is for the time period represented and the fee is fully prepaid upon arrival at 5R3.
- 4) The Property Owner/Landlord is fully responsible for any and all unpaid aircraft Tenant fees, effective for all fees assessed after the adoption of this policy by the Board.

**RUSTY ALLEN AIRPORT PROPERTY OWNERS ASSOCIATION  
BASED AIRCRAFT DIRECTORY**

**PROPERTY OWNER**

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Lot Number: \_\_\_\_\_ Hangar: yes \_\_\_\_\_ no \_\_\_\_\_

**AIRCRAFT**

Aircraft Make: \_\_\_\_\_ Model: \_\_\_\_\_

N Number: \_\_\_\_\_ Color: \_\_\_\_\_ Owned/Tenant: \_\_\_\_\_

Airworthy yes \_\_\_\_\_ no \_\_\_\_\_ Based @ 5R3: yes \_\_\_\_\_ no \_\_\_\_\_

**AIRCRAFT**

Aircraft Make: \_\_\_\_\_ Model: \_\_\_\_\_

N Number: \_\_\_\_\_ Color: \_\_\_\_\_ Owned/Tenant: \_\_\_\_\_

Airworthy yes \_\_\_\_\_ no \_\_\_\_\_ Based @ 5R3: yes \_\_\_\_\_ no \_\_\_\_\_

**AIRCRAFT**

Aircraft Make: \_\_\_\_\_ Model: \_\_\_\_\_

N Number: \_\_\_\_\_ Color: \_\_\_\_\_ Owned/Tenant: \_\_\_\_\_

Airworthy yes \_\_\_\_\_ no \_\_\_\_\_ Based @ 5R3: yes \_\_\_\_\_ no \_\_\_\_\_

please copy if additional space is needed to list all aircraft

**AIRCRAFT**

**Aircraft Make:** \_\_\_\_\_ **Model:** \_\_\_\_\_

**N Number:** \_\_\_\_\_ **Color:** \_\_\_\_\_ **Owned/Tenant:** \_\_\_\_\_

**Airworthy** yes \_\_\_\_\_ no \_\_\_\_\_ **Based @ 5R3:** yes \_\_\_\_\_ no \_\_\_\_\_

**AIRCRAFT**

**Aircraft Make:** \_\_\_\_\_ **Model:** \_\_\_\_\_

**N Number:** \_\_\_\_\_ **Color:** \_\_\_\_\_ **Owned/Tenant:** \_\_\_\_\_

**Airworthy** yes \_\_\_\_\_ no \_\_\_\_\_ **Based @ 5R3:** yes \_\_\_\_\_ no \_\_\_\_\_

**AIRCRAFT**

**Aircraft Make:** \_\_\_\_\_ **Model:** \_\_\_\_\_

**N Number:** \_\_\_\_\_ **Color:** \_\_\_\_\_ **Owned/Tenant:** \_\_\_\_\_

**Airworthy** yes \_\_\_\_\_ no \_\_\_\_\_ **Based @ 5R3:** yes \_\_\_\_\_ no \_\_\_\_\_