

**BYLAWS OF
FRONTIER AIRPARK ASSOCIATION**

ARTICLE I – NAME AND LOCATION

FRONTIER AIRPARK ASSOCIATION is a non-profit corporation of the State of Washington, hereinafter referred to as the “Association.” The principal office of the Association shall be located at 11710-A 127th Avenue NE, Lake Stevens, WA 98258, or at such places within Snohomish County, Washington as may be designations by the Board of Directors.

ARTICLE II – PURPOSE

The Association is comprised of the owners of FRONTIER AIRPARK, a Large Tract Segregation situated in Snohomish County, Washington, the survey of which is recorded under Snohomish County Auditor’s file no. 8311095001. The enabling authority for the Association arises from the Declaration of Easements, Covenants, Reservations and Restrictions affecting the subject property which are recorded under the following file numbers of the Snohomish County Auditor: 8211160150, 8311095001, 8404130266 and 8402030315. The provisions of these By-Laws are subordinate to the provisions of said Declarations. All definitions, terms and provisions of said Declarations, and of the Articles of Incorporation of FRONTIER AIRPARK ASSOCIATION, as the same may be amended from time to time, are incorporated herein as if set forth in full.

ARTICLE III – MEMBERSHIP

3.1 Charter Members. Every person or entity, including the developer and its assigns, who is a record owner of a fee or undivided fee interest in any parcel within Phase I of FRONTIER AIRPARK (as recorded under Snohomish Count Auditor’s file no. 8311095001), or a contract purchaser in possession of a parcel, but excluding contract sellers or other parties having an interest in a parcel merely as security for the performance of an obligation, shall be a Charter Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any parcel.

3.2 Annexation Members. The following shall be considered as annexation phases of Frontier Airpark: (1) Phase II of Frontier Airpark (i.e., lots created by recorded surveys approved by Order of Snohomish County Superior Court in Case No., 86-2-05028-9, except those lots in Phase I which were created by survey recorded under Auditor’s File No. 8311095001); (2) any other properties adjacent to Frontier Airpark which are hereafter developed with the approval of Snohomish County authorities and which are accepted into the Airpark at a duly-constituted regular or special meeting of the members of the Association by a vote of 4/5ths of the members present in person or by proxy who are entitled to vote.

All persons or entities who are record owners of a fee or undivided fee interest in any parcel within an annexation phase, or a contract purchaser in possession of such a parcel, but excluding contract sellers or other parties having an interest in a parcel merely as security for the performance of an obligation, shall have the status of Annexation Members of the Association. Such membership shall be appurtenant to and may not be separated from ownership of any parcel. A precondition to full status as an Annexation Member with voting rights in the Association, and the right to use common properties and facilities of Frontier Airpark, shall be payment to the Association of an initiation fee in an amount to be established by the Board of Directors.

3.3 Classes of Membership. There shall be no distinction between the rights, privileges and responsibilities of Charter Members and Annexation Members, and they shall hereinafter be collectively referred to as "Members." There shall, however be two classes of members for purposed of establishing assessments:

(a) Airport Users: Members of the Association who have acquired an Airport Use Certificate pursuant to the rules established by the Board of Directors;

(b) Non-Airport Users: Members of the Association who have not acquired an Airport Use Certificate.

3.4 Termination of Membership. Membership shall terminate upon sale or other disposition of a member's interest in its parcel of property in FRONTIER AIRPARK.

ARTICLE IV – MEETING OF MEMBERS

4.1 Annual Meetings. The annual meeting of the members of the Association shall be held in January of each year.

4.2 Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth of all of the votes in the Association.

4.3 Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary of person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 30 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, their purpose of the meeting.

4.4 Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, 60% of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or These By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members are entitled to vote thereat shall have power to adjourn the meting from time to time, without notice other than announcement at the meeting until a quorum as a aforesaid shall be present or be represented.

4.5 Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary at least 10 day s prior to the meeting, unless a waiver is granted by the Board of Directors. No proxy shall be valid after 11 months from the date of its' execution. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his parcel. No person or entity may vote a total of more than 4 proxies at any meeting.

4.6 Voting. Each member (including annexation members only if they have paid the initiation fee) shall have one vote for each parcel owned by him or her; PROVIDED, that the privilege of voting shall be suspended with respect to the owner of any parcel who is not current on all assessments owed to the Association with respect to said parcel. Payments of the assessments must be made, and cleared, at least two weeks prior to a membership meeting in order to validate a members' right to vote at said meeting. If a person is the owner of multiple parcels he must be current on the assessments for all parcels before his right to vote on any one parcel will be validated.

Action by the membership of the Association may be taken on affirmative vote of the majority of all members entitled to vote who attend a duly –constituted meeting, including proxies, unless a larger vote for some specific issue is required by the provisions of the Declaration, the Articles of Incorporation, or these By-Laws.

ARTICLE V – BOARD OF DIRECTORS/OFFICERS

5.1 Number of Directors/Officers. The affairs of this Association shall be managed by a Board of Directors, who shall also be the officers of the Association. At each annual meeting the membership shall have the option of choosing either of the following plans for the management of the Association:

Plan 1: The board of Directors shall consist of the following positions:

President
Vice-President
Secretary/Treasurer

Plan 2: The Board of Directors shall consist of the following positions:

President
Vice-President
Secretary
Treasurer
Immediate Past President

To qualify for the position of director/officer, a person must be a member in good standing of the Association with voting rights, and must have held said status for a minimum period of 12 continuous months immediately preceding his election.

5.2 Terms of Office. The directors/officers of the Association shall be elected by the membership at each annual meeting, and shall hold office for a term of one year unless they resign, are removed or are otherwise disqualified to serve. There shall be no limit on the number of successive terms a person may hold.

5.3 Resignation and Removal. Any director/officer may be removed, with or without cause, by majority vote of those members of the Association who are entitled to vote. Any director/officer may resign at any time by giving written notice to the Board. In the event of a death, resignation or removal of the director/office, his successor shall be selected by the remaining members of the Board, and such successor shall serve for the unexpired term of the person who was replaced.

5.4 Compensation. No director/officer shall receive compensation for any service he may render to the Association. However, any director/officer may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE VI – MEETINGS OF THE DIRECTORS/OFFICERS

6.1 Regular Meetings. Regular meetings of the Board shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

6.2 Special Meetings. Special meetings of the Board shall be held when called by the President of the Association, or by any two directors/officers, after not less than three (3) days notice to each director/officer.

6.2.1 Closed Meetings. The Board of Directors is authorized to convene in closed executive session to consider personnel matters, violations of Association guidelines, consult with legal counsel or consider communication with counsel, and discuss possible liability or litigation. The minutes shall reflect only the nature of the closed session in general terms.

6.3 Quorum. A majority of the number of directors/officers shall constitute a quorum for the transaction of business. Every act or decisions done or made by a majority of the directors/officers present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

6.4 Action Taken Without a Meeting. The directors/officers shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors/officers. Any action so approved shall have the same effect as though taken at a meeting of the directors/officers.

6.5 Records. In the interest of an appropriate balance between privacy and disclosure, the records of the association, such as minutes from the board of directors, financial statements, and correspondence, shall only be available to those members and their respective authorized agents, who are in good standing. This does not preclude disclosure of any documents that are specific to a particular lot, nor does it preclude the disclosure of documents to any private business, utility, or governmental agency necessary in the business dealings of FAA. Those documents protected under attorney/client privilege remain exempt from disclosure.

ARTICLE VII – POWERS AND DUTIES OF THE BOARD OF DIRECTORS/OFFICERS

7.1 Powers. The board shall have power:

- (a) To approve all applications for membership to the Association;
- (b) To select and appoint all agents and employees of the Association, remove such agents and employees of the Association, prescribe such duties and designate such powers as may not be inconsistent with these By-Laws, fix their compensation and pay for faithful services;
- (c) To borrow from any source money, goods or services and to make and issue notes and other negotiable or non-negotiable instruments evidencing indebtedness of the Association; to make and issue mortgages, deeds of trust, pledges of revenue, trust agreements, security agreements and financing statements and other instruments evidencing a security interest in the assets of the Association; and to do every act and thing necessary to effectuate the same;
- (d) To prescribe, adopt and amend, from time to time, such equitable, uniform rules and regulations as, in its discretion, may be deemed essential or convenient for governing the use of the common areas and facilities, the personal conduct of the members and their guests thereon, the conduct of the business and affairs of the Association, and the guidance and control of its officers and employees, and to prescribe adequate penalties for the breach thereof;
- (e) To order, at least once each year, an audit of the books and accounts of the Association by a minimum of two independent members, or by a competent public auditor or accountant. The report thus prepared shall be submitted to the members of the Association at their annual meeting, together with a proposed budget for the ensuing year;
- (f) To enter into contracts on behalf of the Association for the furtherance of Association business;
- (g) To implement and enforce the provisions in the Declaration relating to annual and special assessments against the members;
- (h) To serve as Transfer Agent for Airport Use Rights Certificates, and to levy special assessments relating to the airport against those members who are classified as Airport Users.
- (i) To select one or more banks to act as depository for the funds of the Association and to determine the manner of receiving, depositing and disbursing the funds of the Association and the Form of checks and the person or persons by whom the same will be signed, with the power to change such banks and the person or persons signing such checks and the form thereof at will.
- (j) To exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these By-Laws, Articles of Incorporation or the Declaration.

7.2 Duties. It shall be the duty of the Board to assume and perform all obligations and responsibilities of the Association as specified in the Declaration and as may be otherwise reasonably necessary for the proper and efficient conduct of Association business and preservation of Association property.

ARTICLE VIII – COMMITTEES

8.1 Architectural Control and Maintenance Committee. As provided in the Declaration, there shall be an architectural Control and Maintenance committee composed of three (3) members of the Association. To qualify for the position a person must be a member in good standing of the Association with voting rights. The persons serving on said Committee shall be appointed by the Board of Directors. The Committee may adopt detailed guidelines regarding construction and maintenance standards, provided that that same must be consistent with the provisions of the Declaration. Any of said guidelines shall be subject to veto at a duly constituted regular or special meeting of members by a vote of 60% of the members present in person or by proxy who are entitled to vote. The members of the Architectural Control Committee, ACC, shall choose a lead member among themselves who will coordinate committee actions. The lead member will be responsible to report their actions in writing to the Board of Directors. The report will be submitted at the completion of each request for approval acted upon by the ACC.

8.2 Appeal Process. Decisions of the ACC can be appealed by any member in good standing of the Frontier Airpark Association (FAA). Each member shall have the right to appeal any and all decisions of the ACC to the Board of Directors of the FAA. The decision of the Board of Directors shall be final to all parties concerned, unless the member requests to submit the Board's decision to Binding Arbitration by an outside professional arbitrator agreed upon by both parties. All expenses incurred by the use of an outside arbitrator shall be the responsibility of the individual member appealing the decisions. All decisions of the arbitrator are final and binding on all parties involved. Penalties subsequent to an arbitrator's decision may be implemented by the Board subject to the provisions Article 14 without the right of additional appeals.

8.3 Other Committees. The board may appoint such other committees as it deems necessary and appropriate for the performance of association business.

ARTICLE IX – INDEMNIFICATION OF DIRECTORS/OFFICERS

9.1 Each director/Officer now or hereafter serving the corporation, and each person who, at the request of or on the behalf of the corporation, is now serving or hereafter serves as a director/officer of any other association, and the respective heirs, executors and administrator of each of them, shall be indemnified by the corporation to the fullest extent provided by the law against all costs, expenses, judgment and liabilities, him or her in the connection with or resulting from any claim, action, suit or proceeding, civil or criminal, in which he or she is or may be a party by reason of any action alleged to have been taken or omitted by him or her as such director/officer, whether or not he or she is a director/officer at the time of incurring such costs, expenses, judgments and liabilities, provided, that she or he acted in good faith and in the interest of the corporation. The termination of any action, suit or proceeding by judgment, contender, or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interest of the corporation. The foregoing rights of indemnification shall not be exclusive of the rights of which such director/officer may be entitled as a matter of law. The Board may obtain insurance on behalf of any person who is or was a director/officer, employee or agent against any liability arising out of his or her status as such, whether or not the corporation would have the power to indemnify him or her against such liability.

INDEMNIFICATION of ACC Members

Each Architectural Committee member hereafter serving the corporation, and each person who at the request of or on behalf of the corporation, is now serving or hereafter serves as an Architectural Committee member of any other association, and the respective heirs, executors and administrators of each of them, shall be indemnified by the corporation to the fullest extent provided by law against all costs, expenses, judgments and liabilities, including attorney's fees reasonably incurred by or imposed upon him or her in connection with or resulting from any claim, action, suit or proceeding, civil or criminal, in which

he or she is or may be a party by reason of any action alleged to have been taken or omitted by him or her as such Architectural Committee member, whether or not he or she is an Architectural Committee member at the time of incurring such costs, expenses, judgments and liabilities, provided, that she or he acted in good faith and in the interest of the corporation. The termination of any action, suite or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere, or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the corporation. The foregoing rights of indemnification shall not be exclusive of other rights to which such Architectural Committee member may be entitled as a matter of law. The Board may obtain insurance on behalf of any person who is or was an Architectural Committee member employee or agent against any liability arising out of his or her status as such, whether or not the corporation would have the power to indemnify him or her against such liability.

NON-LIABILITY- No Architectural Committee member shall be liable to the corporation, or to any of its members, for monetary damages arising from his or her conduct as director; provided, that this immunity shall not apply to acts or omissions of a director that involve intentional misconduct or a knowing violation of law, or to any transaction from which the director will personally received a benefit in money, property or services to which the director is not legally entitled.

**ARTICLE X – WATER SYSTEM RULES
(RESERVED)**

ARTICLE XI – AIRPORT RULES

11.1 General Field Information

1. Location: Frontier Airpark identifier is WN53. Latitude/Longitude of the Airpark is N48-06-37.359 /W122-03-44.486.
2. Field Elevation: 480 ft. (surveyed)

3. Frontier UNICOM frequency: 122.9

4. Radio Aids to Navigate to Frontier:

<u>VOR Radial/Distance</u>	<u>VOR Name</u>	<u>Freq.</u>	<u>Var</u>	
PAE 017/14.3	Paine VOR/DME	110.6	20E	
<u>NDB Name</u>	<u>HDG/Dist</u>	<u>Freq.</u>	<u>Var.</u>	<u>ID</u> _____
SKAGI/BAY VIEW	126/25.8	240	21E	BVS -... ..-
RENTON	349/37.4	353	20E	RTN .-. .-

5. Significant Obstructions within 10 nautical miles:

<u>What</u>	<u>Where</u>	<u>Ft MSL</u>	<u>AGL</u>
3 Towers in Arlington	7.5 nm NE	2944	200
3 Towers in Arlington	7.7 nm NE	2880	200
3 Towers in Arlington	8.7 nm NE	3080	200
Tower in Arlington	8.8 nm NE	3090	200
Tower in Arlington	8.7 nm NE	2920	200
Tower in Arlington	8.6 nm NE	2760	200

6. Runway Information:

Runway 15/33

Dimensions: 3800 x 50 ft. Gravel Shoulders 10'.
 Surface: Asphalt.
 Runway edge lights: medium intensity, activated by 3 “clicks” on 122.9
 Beacon: white/green
 PAPI lights: Runway 15 and 33

	Runway 15	Runway 33
Traffic pattern:	right	left
Displaced Threshold:	1000'	200'
Touchdown point:	no	no
Obstructions:	none	none

11.2 Aircraft Operations

1. Use of the airstrip shall be limited to those designated and approved property owners and their transient invited guests.
2. No aircraft having an operating weight of more than 6500 lbs. shall land or depart Frontier Airpark. All aircraft shall be propeller driven.
3. All livestock and pets shall be restricted from taxiways and runways.
4. Touch and go landings are not permitted.
5. No commercial operations are permitted.
6. No aircraft fueling or fuel storage (outside of on-board storage tanks) shall be allowed anywhere within the airpark.
7. No aircraft flight instruction shall occur.
8. No public fly-ins or air shows shall be held on the airpark property.
9. Aircraft. Either modified or manufactured that has a noise level considered to be unusually loud or a nuisance shall at the discretion of the Board be limited to one landing or take-off per day and only during daylight.
10. Aircraft shall be taxied at speeds that will insure complete control at all times.
11. Aircraft performing engine run-up shall not go beyond the holding lines painted on taxiways until pattern is clear.
12. Aircraft are encouraged to communicate taxi intentions when sight distance is limited, to avoid potential conflicts.

11.3 Motor Vehicles

1. General requirements: All vehicles on airport property are to be operated in a safe manner. All vehicles are to be in reasonable safe mechanical condition. All signs, speed limits are to be obeyed.
2. Reporting accidents: Any persons in involved in an accident on the airport grounds, or witness there to, shall report that accident within twenty-four hours to a Frontier Airpark Board member.
3. No motor vehicles, other than aircraft, shall be driven on the taxiways. Except to perform maintenance.
4. Grass and other debris will be removed from roads and taxiways as soon as practical following mowing or construction.
5. See Article XV – Rules of conduct dated 1/19/91

ARTICLE XII – MISCELLANEOUS

12.1 The fiscal year of the corporation shall coincide with the calendar year.

12.2 The rules contained in the most recent edition of Roberts Rules of Order, Newly Revised, shall govern all the meetings of the membership and of the directors/officers where those rules are not inconsistent with the Articles of Incorporation, By-Laws or special rules of order with this association

ARTICLE XIII – AMENDMENTS TO BY-LAWS

3.1 These By-Laws may be amended at a duly-constituted regular or special meeting of the members by a vote of 4/5ths of the members present in person or by proxy who are entitled to vote.

13.2 In the case of any conflict between the Articles of Incorporate and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the declaration shall control.

ARTICLE XIV – ADMINISTRATIVE PENALTIES

14.1 If any member, or person in a member's family, or guest, agent or employee of a member, or renter of a member's property in Frontier Airpark knowingly violates any provision of the Declaration of Easements, Covenants, Reservations and Restrictions of Frontier Airpark, or any provision of these By-Laws, or any rule or regulation officially adopted by the Board of Directors or by the Architectural Control and Maintenance Committee, the Board of Directors shall be authorized to assess a monetary penalty against said member in the amount of \$10.00 per day for each day that the violation continues. In the case of repeat violators, the Board of Directors shall additionally be authorized to suspend membership privileges (with the exception of voting rights) for up to 30 days.

In the event a monetary penalty is assessed and/or suspension of membership privileges authorized, such penalty shall be deemed payable or suspension shall commence 14 days after the member is notified pursuant to paragraph 14.2. If the order is appealed to the Board, the penalty or suspension is stayed until 21 days following the written decision of the Board on Appeal.

14.2 An order of the Board of Directors assessing a penalty and/or suspension of membership privileges shall be in writing and delivered personally to the member, or mailed Certified Return Receipt to the member's last known address on the membership role of the Association. Within 10 days after receipt of the order, or if the order is mailed, 10 days after postmark date the member shall have the right to appeal the order to the Board of Directors and request a hearing before the Board of Directors. The Board of directors shall as promptly as is feasible conduct such hearing.

The Board shall have the authority to affirm, modify or reverse the order appealed, provided it shall not have the authority on appeal to increase the penalty or the suspension period. If a penalty or suspension is affirmed on appeal, such penalty shall not be payable or the suspension shall not commence until the 21st day following the date of the written decision of the Board.

If a Director is the association member whose complaint to the Board generated the order, or if the order is directed to the Board Director such Director shall be disqualified from voting on the order and shall not participate as a Director in the appeal process. To replace such non participating Director the Board of Directors may select a member in good standing of the Association to serve in the penalty and appeal process.

14.3 If a member fails to pay a monetary penalty which has been assessed by the Board within 90 days of such assessment, or if appealed within 90 days of the date of the written decision of the Board, the Board may file a lien against the member's lot for the amount of such assessment, and said lien may be foreclosed in the manner provide for the foreclosure of liens for association dues. In any foreclosure proceeding, the amount of the assessment shall be increased by titled search costs, lien filing fees, court costs and reasonable attorney's fee incurred by the Association. Interest shall accrue on delinquent assessments at the rate of 12% per annum

ARTICLE XV - RULES OF CONDUCT

In the interest of the health, safety and welfare of all persons occupying or visiting Frontier Airpark, and in the interest of preserving property values, the following rules of conduct shall apply except in cases where they are inconsistent with duly adopted provisions of the Declaration of Easements, Covenants, Reservations and Restrictions:

15.1 No person shall permit any vehicle, aircraft or piece of equipment which is inoperable or in a state of extreme disrepair to remain parked or to be abandoned upon any roadway or common areas in Frontier Airpark for a period in excess of 48 hours.

IN WITNESS WHEREOF, we being all of the directors of FRONTIER AIRPARK ASSOCIATION have hereunto set our hands this ____ day of _____.

(Signature) Name?
DIRECTOR

(Signature) Name?
DIRECTOR

(Signature) Name?
DIRECTOR