



PLANNING COMMISSION MEETING
117 South Main Street, Monticello, Utah 84535. Commission Chambers
November 18, 2021 at 6:00 PM

AGENDA

Google Meet joining info
Video call link: <https://meet.google.com/wma-afjh-gbg>
Or dial: (US) +1 727-877-8458 PIN: 489 854 957#
More phone numbers: <https://tel.meet/wma-afjh-gbg?pin=5790317904712>

GENERAL BUSINESS

Welcome / Roll Call

Approval of Minutes

- 1. Approval of Minutes for October 14 2021 PC Meeting ACTION**
- 2. Approval of Minutes for October 21 2021 PC Work Meeting ACTION**

PUBLIC COMMENT - *Time reserved for public comment on items or issues not listed on the agenda. Written comments on any agenda item can be emailed prior to the start of the meeting to sburton@sanjuancounty.org*

INFORMATIONAL ITEMS

- 3. Sky Ranch Estates Presentation INFORMATIONAL**

ADMINISTRATIVE ITEMS

- 4. RV Resort Condition Use Permit Application, Jared Barrett, Blanding Utah ACTION**

LEGISLATIVE ITEMS

- 5. Overnight Accommodations Overlay Application, Tom Balsley ACTION**
- 6. Spanish Valley Overnight Accommodations Overlay Application, Jeff Burgess ACTION**
- 7. Request for rezone, Monticello Development Company LLC ACTION**
- 8. SITLA PC Zone Plan Application ACTION**

BUILDING PERMIT(S) REVIEW

9. **Building Permit List**

ADJOURNMENT

WORK MEETING

1. **Draft Zoning Ordinances** DISCUSSION

ADJOURNMENT

In compliance with the Americans with Disabilities Act, persons needing auxiliary communicative aids and services for this meeting should contact the San Juan County Clerk's Office: 117 South Main, Monticello or telephone 435-587-3223, giving reasonable notice



PLANNING COMMISSION MEETING
117 South Main Street, Monticello, Utah 84535. Commission Chambers
October 14, 2021 at 6:00 PM

MINUTES

GENERAL BUSINESS

Welcome / Roll Call

PC Commission Vice Chair Lloyd Wilson called the meeting to order at 6:06 pm.

PRESENT

Commissioner Lloyd Wilson
Commissioner William Johnston
Commissioner Melvin Nelson
Commissioner Cody Nielson

ABSENT

Chairman Trent Schafer
Commissioner Cole Cloward
Commissioner Leah Shrenk

STAFF

Deputy County Attorney Alex Goble
Planning and Zoning Administrator Scott Burton

Approval of Minutes

1. Approval of Minutes for the September 9, 2021 PC Meeting

Motion to approve the September 9, 2021 PC Meeting Minutes was made by Commissioner Nielson, Seconded by Commissioner Nelson.

Voting Yea: Commissioner Wilson, Commissioner Johnston, Commissioner Nelson,
Commissioner Nielson

2. Approval of Minutes for August 19, 2021 San Juan County Planning Commission Work Meeting ACTION

Motion to approve the September 16, 2021 PC Work Meeting Minutes with the addition of the roll call was made by Commissioner Nielson, Seconded by Commissioner Johnston.
Voting Yea: Commissioner Wilson, Commissioner Johnston, Commissioner Nielson,
Commissioner Nielson

PUBLIC COMMENT - *Time reserved for public comment on items or issues not listed on the agenda.*

Time Stamp 4:16 (Audio)

No public comment was made.

ADMINISTRATIVE ITEMS

3. Turkey Trot Estates Phase 1 lot 4 Amended, Nick Smith

Time Stamp 4:49 (Audio)

Property owner Nick Smith Presented the subdivision amendment. Changes from the staff review had been sent prior to the meeting and the plat brought to the meeting reflected those changes. These are the changes to the plat in the meeting packet:

1. Label road easement
2. Add road department signature block
3. Add a note that states that a road encroachment permit is required to be obtained for the private drive.
4. There is an existing shed that is not shown.
5. Note stating that the smaller lots must connect to water and sewer.

Motion to approve with the changes was made by Commissioner Nielson, Seconded by Commissioner Nielson.

Voting Yea: Commissioner Wilson, Commissioner Johnston, Commissioner Nielson,
Commissioner Nielson

4. The Ranches at Elk Meadows, Amendment no. 2, Brad Bunker, Bunker Engineering

Time Stamp 14:20 (Audio)

Brad Bunker with Bunker Surveying presented this subdivision amendment. Explanation about the approval of the lot sizes smaller than one acre being allowed only with approval of the San Juan County Health Department or state agencies.

Commissioner Cody Nielson brought up the requirement in the Agriculture District for a minimum lot size of 1 acre.

The PC then had a lengthy conversation about the history of the subdivision, and whether we should allow smaller lots in the Agriculture District than what are allowed. The subdivision ordinance was amended in 2019 to allow smaller lot sizes with health department approval.

Deputy County Attorney Alex Goble brought up the possibility of rezoning the property to Rural Residential rather than allowing the smaller lot sizes in the A-1 zone.

The size of a property that would need to be included in a rezone request was discussed at length. The PC Commissioners settled on 15 acres as the minimum acreage for a rezone request.

Timer Stamp 1:09:54 (Audio)

PC Commissioners decided to not approve the subdivision amendment but to consider a rezone application before considering the subdivision amendment.

Motion to vote on the subdivision amendment was made by Commissioner Nielson, Seconded by Commissioner Johnston.

Voting Nay: Commissioner Wilson, Commissioner Johnston, Commissioner Nelson, Commissioner Nielson

5. Wolf Springs Ranch CUP Application, Brian Ballard ACTION

Time Stamp 1:12:36 (Audio)

Wolf Springs Ranch property owner Brian Ballard presented his conditional use permit application for his existing ranch property and his plans for additional overnight rental cabins and RV Park or camp sites as shown on the plan provided.

Brian expressed his desire to keep the number of hookups below the requirement for a public water system.

After some discussion the following items were discussed for conditions:

1. Fire lane turnaround at the pond that meets the 50 ft. turning radius according to the SJC road department standards
2. No more than 14 units (to stay below requirements for public water system)
3. No campsites or RV parks
4. Maintain at least 45,000 gallon water storage for fire suppression.
5. Maintain 50 ft. fire barrier around all structures.

Time Stamp 1:49:43 (Audio)

Motion to approve the Conditional Use Permit application with these conditions was made by Commissioner Wilson, Seconded by Commissioner Nelson.

Voting Yea: Commissioner Wilson, Commissioner Johnston, Commissioner Nelson, Commissioner Nielson

LEGISLATIVE ITEMS

6. Overnight Accommodations Overlay Application, Tom Balsley

Time Stamp 1:53:18 (Audio)

Applicant was not in attendance, Item was skipped.

7. SITLA PC Zone Plan Application ACTION

Time Stamp 1:53:52 (Audio)

PC members reviewed the staff report regarding the proposed conditions for SITLA's PC Zone Plan Application, and entertained public comment.

PC Commission Vice Chair Lloyd Wilson expressed concern about storm drainage.

Comments were made by the following individuals:

Colby Smith: Colby expressed support for the proposed conditions and appreciation for taking public input in the drafting of the conditions.

Monet Clark: Monet commented that she is happy that SITLA listened to the public and changed their plans. She also asked about a public hearing that will be at the County Commission Meeting and she expressed her desire that SITLA make a presentation at the hearing.

Elise Erler: Elise expressed some comments about the conditions and stated that some of these conditions are more prescriptive than what is required at this stage of the development.

Some discussion about the UDOT right of way, and the wording of condition #3 in the staff report followed.

Elise also expressed concern about condition # 8 that sets a sunset clause on the PC Zone Plan, and the possibility of creating an incentive to get development agreements before the conditions are right for it to happen.

Deputy County Attorney Alex Goble explained the reasoning behind the sunset clause to allow future zoning or a future municipality to have a seat at the table with the developer.

Elise expressed the desire to make some revisions of the conditions to be brought back for the PC to discuss and approve at a later meeting.

Time Stamp 2:24:19 (Audio)

Motion to table the item and make it an action item on the November 18, PC Meeting was made by Commissioner Nielson, Seconded by Commissioner Johnston.

Voting Yea: Commissioner Wilson, Commissioner Johnston, Commissioner Nelson, Commissioner Nielson

BUILDING PERMIT(S) REVIEW

PC Members reviewed the building permits

ADJOURNMENT

Motion to adjourn the PC Meeting was made by Commissioner Johnston, Seconded by Commissioner Nielson.
Voting Yea: Commissioner Wilson, Commissioner Johnston, Commissioner Nelson, Commissioner Nielson

WORK MEETING

Motion to enter the work meeting was made by Commissioner Nielson, Seconded by Commissioner Johnston.
Voting Yea: Commissioner Wilson, Commissioner Johnston, Commissioner Nelson, Commissioner Nielson

8. Draft Zoning Ordinances DISCUSSION

Item was not discussed.

ADJOURNMENT

Motion to adjourn the work meeting was made by Commissioner Johnston, Seconded by Commissioner Nielson.
Voting Yea: Commissioner Wilson, Commissioner Johnston, Commissioner Nelson, Commissioner Nielson

DRAFT



PLANNING COMMISSION WORK MEETING
117 South Main Street, Monticello, Utah 84535. Commission Chambers
October 21, 2021 at 6:00 PM

MINUTES

Welcome / Roll Call

PRESENT

Chairman Trent Schafer
Commissioner Lloyd Wilson
Commissioner Cole Cloward

ABSENT

Commissioner William Johnston
Commissioner Melvin Nelson
Commissioner Cody Nielson
Commissioner Leah Shrenk

WORK MEETING CANCELLED DUE TO LACK OF A QUORUM

AGENDA ITEMS

1. SITLA PC Zone Plan Application DISCUSSION
2. Draft Zoning Ordinances DISCUSSION

ADJOURNMENT



Larry Williams and Associates

205 Citadel Drive
Mt. Juliet, TN 37122

(615) 585-9989
lw1964@gmail.com

October 28, 2021

Mike Bynum
Business Resolutions, LLC
50 West 100 South
Moab, Utah 84532

Re: Analysis of Sky Ranch Estates Subdivision Phase II

Dear Mr. Bynum:

You have asked me to review and analyze the Sky Ranch Estates Subdivision Phase II for operational safety issues. It is my professional opinion that the Sky Ranch Subdivision can be operated in a safe and efficient manner as currently designed and approved by the San Juan County Board of Commissioners.

BACKGROUND

Sky Ranch Estates Subdivision Phase I is an existing subdivision of 6 Lots arranged on either side of the south end of a private airstrip. The airstrip has been in existence and registered with the FAA as a private airport since the 1980s. An Amended Plat for Phase I was recorded on May 16, 2018. The owners of Sky Ranch properly followed FAA rules by submitting a FAA Form 7480-1, Notice for Construction, Alteration, and Deactivation to the appropriate FAA Airports office as required by 14 CFR 157. The FAA subsequently issued FAA Form 5010-2 (Airport Master Record) with no objections, and published the information publicly, including its depiction on the FAA Aeronautical Charts with no objections or apparent safety concerns.

Phase II of Sky Ranch Estates includes 45 additional residential lots (Phase II Lots 1-45) arranged on either side of the airport's runway. The Phase II lots are smaller than Phase I lots, although several lots on the north side of the runway appear to be unbuildable because of existing utility easements.

The runway is 3700 feet long. The paved portion of the runway is 50 feet wide with sloping shoulders of approximately 10 feet. As in the past, only small, propeller aircraft will use the runway once the Sky Ranch Subdivision is developed. The runway has 300 feet of displaced threshold at each end. Sky Ranch has developed safety and operational rules that will govern its operation. Sky Ranch has also established proposed arrival and departure procedures.

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1. THE 250 FOOT RUNWAY EASEMENT IS SUFFICIENT FOR THE PROPOSED USE.

Phase II, like Phase I, has a 250 foot no-build easement (125 feet from either side of the centerline of the runway) for protection of the runway and to allow for safe take off and landings. Thus, no structures can be built within 125 feet of centerline of the runway. Although the proximity of houses to the runway is less than recommended by an FAA Advisory Circular (AC 150/5300-13A), it should be noted this circular is "advisory" in nature and more applicable to larger open to the public airports. A good example of this is the FAA guideline that there should be a no development zone of 500'. This guideline clearly would not apply or be appropriate for small, private airports. After a comprehensive review, no FAA rules, required inspections, or surveillance procedures could be found pertaining to private airports. Thus, public civil airports (over 5,200) and private airports (over 14,700) are not required to adhere to any of the advisory guidance in the document. However, the runway does comply with the recommendation that there be a 125 foot "Object Free Area" be maintained on either side of the runway centerline. The FAA does not approve or license airports. The FAA only issues an "Operating Certificate" for airports with scheduled or unscheduled air carrier aircraft with more than 30 seats or scheduled air carrier operation with aircraft with more than 9 seats but less than 31 seats. (14 CFR 139.1).

There are numerous examples of fly-in communities that do not comply with the Advisory Circular. For example, Spruce Creek Airport located in Port Orange, Florida has trees and buildings that are 125 feet from (or within 125') the center line of the runway. Spruce Creek has over 445 aircraft based in the subdivision and has thousands of landings and take offs every year. Ridge Landing Airpark in Frostproof, Florida appears to have 125 foot building setbacks, but trees line the runway within approximately 100 feet of the centerline. Tailspin Airpark in Weatherford, Texas has a grass runway with some buildings located within approximately 100 feet of the runway centerline. Duchy Airpark in Melbane, North Carolina has 100 foot setbacks with trees and homes on 100 feet of either side of the runway centerline. Long Island Airport in Sherrills Ford, North Carolina is a grass strip runway with residences located within 100 feet of the centerline. Lake Riverside Estate Airpark in Aguanga, California is a dirt landing strip with buildings and residences with what appear to be 125 foot setbacks. Aerial photographs of the runways for each of these fly-in communities are attached.

As stated previously, very few (if any) private runways associated with fly-in communities comply with the Advisory Circular. Therefore, the fact that Sky Ranch does not comply is not a basis upon which to deny the subdivision application or to conclude that it will be unsafe. Conversely, it is my professional opinion that Sky Ranch's 250 foot runway easement is sufficiently wide to provide safe operating parameters and is consistent with

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many examples of similar private runways already in safe-operation within the United States.

2. THE LENGTH OF THE RUNWAY AND 300' DISPLACED THRESHOLDS ARE MORE THAN SUFFICIENT FOR SAFE OPERATIONS.

The Sky Ranch runway is 3700 feet long and will be marked with 300 foot displaced thresholds. A displaced threshold "is a threshold located at a point on the runway other than the designated beginning of the runway. Displacement of a threshold reduces the length of runway available for landings and requires the pilot to plan their touchdown at or beyond the displaced threshold marking. The portion of runway behind a displaced threshold is available for takeoffs in either direction and landings from the opposite direction."¹ Displaced thresholds limit landings to within 300 feet of the start of the runway to ensure that landings will not be too close to property boundaries and that aircraft will not be flying too low over any neighboring property.

Sky Ranch has included 300-foot displaced thresholds which is not required, but as an extra margin of safety for landing aircraft to avoid runway excursions. Additionally, the displaced thresholds will provide for aircraft to approach at a higher and safer altitude above adjoining properties. The displaced threshold also provides for open and obstacle free areas near the ends of the runway.

Complaints from the neighbors on the south end of the runway are overstated in my opinion. The runway has been in operation for several decades and Phase I of Sky Ranch was already approved to have lots on the south end of the runway. A copy of an aerial photograph in the 1980s shows that there are no residences near the runway when it was constructed. Mr. Spielman, the adjacent neighbor to the south, operates his own dirt strip runway and the O'Neills granted an avigation easement for the use of and the benefit of both the Spielman and Sky Ranch properties in 2003. In any event, the 300 foot displaced thresholds require that aircraft will not be landing close to the property boundaries.

Moreover, there are numerous examples of other airports that have very short displaced thresholds but yet operate in a safe manner, including the following:

1. Example 1 shows a runway at LaGuardia International Airport with the runway end less than 150 feet and the overrun less than 10 feet from a public road. This airport has over 210,000 annual operations with large airline jets with approach speeds of over 170 miles per hour.

2. Example 2 shows the runway at Washington International runway end at less than 500 feet and the overrun area less than 10 feet from a public road. This airport has

¹ https://www.faa.gov/air_traffic/publications/atpubs/aim_html/chap2_section_3.html

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nearly 300,000 operations annually with large airline jets with some approach speeds over 170 miles per hour.

3. Example 3 shows the runway at Spruce Creek Airpark, Florida with buildings near the approach end of runway 6 less than 100 feet from the runway.

The length of the runway (3,700') is more than sufficient for small propeller aircraft but is not long enough for jet or larger propeller airplanes. The length of the runway, therefore, is self-limiting to the types of aircraft that will use it. Concerns about larger (and noisier) aircraft using the Sky Ranch runway are unfounded. It is my opinion that the length of the Sky Ranch runway and the displaced thresholds are more than sufficient.

3. SKY RANCH'S SAFETY REGULATIONS AND OPERATING PROCEDURES MITIGATE POTENTIAL HAZARDS.

The operator of Sky Ranch has published an effective arrival and departure procedure, and safe operations practices (attached) to mitigate potential hazards such as:

- a. No nighttime operations.
- b. No touch and goes.
- c. No aircraft operated by non-property owners unless approved by the Owners Association.
- d. No low passes.
- e. No aerobatic maneuvers.

This statement is included in the document: IT IS IMPERATIVE THAT ALL AIRCRAFT OPERATIONS AT DESERT SKYRANCH BE CONDUCTED IN A SAFE AND COURTEOUS MANNER. WE HAVE NEIGHBORS WHO ARE NOT PART OF SKYRANCH AND WE HAVE PROPERTY OWNERS WHO ARE NOT AIRCRAFT OPERATORS. NOISE ABATEMENT PROCEDURES SHOULD ALWAYS BE MAINTAINED.

The accident rate for general aviation aircraft has averaged, less than 5.79 per 100,000 hours flown since 2012 averages with only 872 general aviation non-commercial accidents and a rate of only 4.88 per 100,000 hours flown in 2020 as reflected in the latest Joseph T. Nall Report (example 4). These statistics are an example of the fact that it is extremely unlikely that an accident would occur at Sky Ranch. The Sky Ranch operating rules and procedures provide an additional level of safety for the subdivision.

4. USAGE OF THE SKY RANCH RUNWAY WILL LIKELY BE MINIMAL AND THE NEIGHBORS WHO ARE COMPLAINING DO NOT HAVE A REASONABLE BASIS TO DO SO.

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Phase II of Sky Ranch Estates includes 45 additional residential lots (Phase II Lots 1-45) arranged on either side of the airport's runway. The Phase II lots are smaller than Phase I lots, although several lots on the north side of the runway appear to be unbuildable because of existing utility easements. Based upon preliminary interest from prospective buyers, Business Resolutions, LLC (the developer) reports that it is likely that many of these smaller lots will be combined by owners who will elect to purchase more than one lot. This conclusion seems reasonable given that having a larger lot provides more optionality to maintain a residence and a hanger. Sky Ranch Phase II also includes 30 lots (Lots 45-75) that are not located adjacent to the runway. Lots 45-70 will not have the option of maintaining an aircraft on those lots but some owners of those lots will have an option to lease limited hanger space planned for the north end of the runway. Thus, it is estimated that approximately 30-40 lots from Phase II will be built with residences that can either accommodate a private aircraft or who would maintain an aircraft in the hangar space. It is assumed that each of the 6 lots from Phase I will maintain an aircraft at their residence. Comparatively speaking, Sky Ranch is a normal sized fly-in community and much smaller in comparison to some of the larger subdivisions that exist in other places in the country (like Florida and Texas). Given that many of the homes at Sky Ranch are likely to be used as vacation homes and not primary residences, it is estimated that at any given time, there would be approximately 20 to 30 active aircraft at Sky Ranch.

For comparison, there are approximately 30 private aircraft maintained at the Canyonlands Field Airport located north of Moab. Based upon an examination of refueling records at the Canyonlands airport, there were only 2 flights per day on average² from these 30 Moab based private aircraft. This number of aircraft is in the range of what might be reasonably expected at Sky Ranch. Nevertheless, assuming 30 aircraft are maintained or active at Sky Ranch at any given time, it is estimated that there would be 2 to 3 flights per day on average from the Sky Ranch. This number of flights is reasonable and is far less than the estimates given by some of the neighbors.

Furthermore, this number of flights is likely less than if the Sky Ranch property were not developed as a private fly-in subdivision but instead open to the public where the owner could permit anyone to use the runway. The owner reports receiving numerous inquiries about landing and maintaining private aircraft at the property, but so far has refused the vast majority of these requests because of its plans to develop Phase II of the Sky Ranch subdivision. If the Sky Ranch runway were opened to any private party wishing to land there and not just residents of the subdivision, the usage and impacts would likely be more substantial than impacts from the subdivision.

² Records were examined and reported by John Ramsey during a 30 day period from May 25 to June 25. Mr. Ramsey reported the maximum number of flights from the 30 Moab based aircraft was 5 flights per day, while some days there were zero flights.

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Also, the neighbors who submitted declarations in opposition to the Sky Ranch subdivision have no reasonable basis to complain. Spielman operates his own runway on his adjacent property. Spielman's runway, however, is a dirt strip and not registered with the FAA. As previously mentioned, the O'Neills have already consented to operation of runways on both the Spielman and Sky Ranch properties. The avigation easement granted by the O'Neills provides in part as follows:

Avigation and Hazard Easement. O'Neills hereby grant and convey to Spielman-Elkin and Richard L. Tangren, Trustee of the Tangren Family Trust, for the use and benefit of the public an easement and right-of-way pertinent to the following described real property located in San Juan County, State of Utah: . . .

[Spielman-Elkin Tract and Tangren Tract legal descriptions]

for the unobstructed use and passage of all types of aircraft (as hereinafter defined), in the vicinity of and through the airspace to an infinite height above the O'Neill Tract, hereafter known as the "Runway Protection Zone". Said easement shall be appurtenant to and for the benefit of Parcels 1-3 listed above . . . including any additions thereto wherever located, hereafter made by SPEILMAN-ELKIN, or TANGREN, or their administrators, successors and assigns, guests, and invitees, including any and all persons operating aircraft to or from the properties."

The Tangren Tract of land described in the avigation easement is now the Sky Ranch property. Therefore, use of the Sky Ranch runway by residences of the subdivision will be fairly minimal on average and would likely be less than if the subdivision is not developed.

CONCLUSION

It is my professional opinion with over 34 years as an FAA Inspector and 10 years as a professional aviation safety consultant that the Sky Ranch subdivision can be safely and efficiently operated as a fly-in community as currently planned and approved.

Sincerely,


LARRY WILLIAMS

EXHIBITS

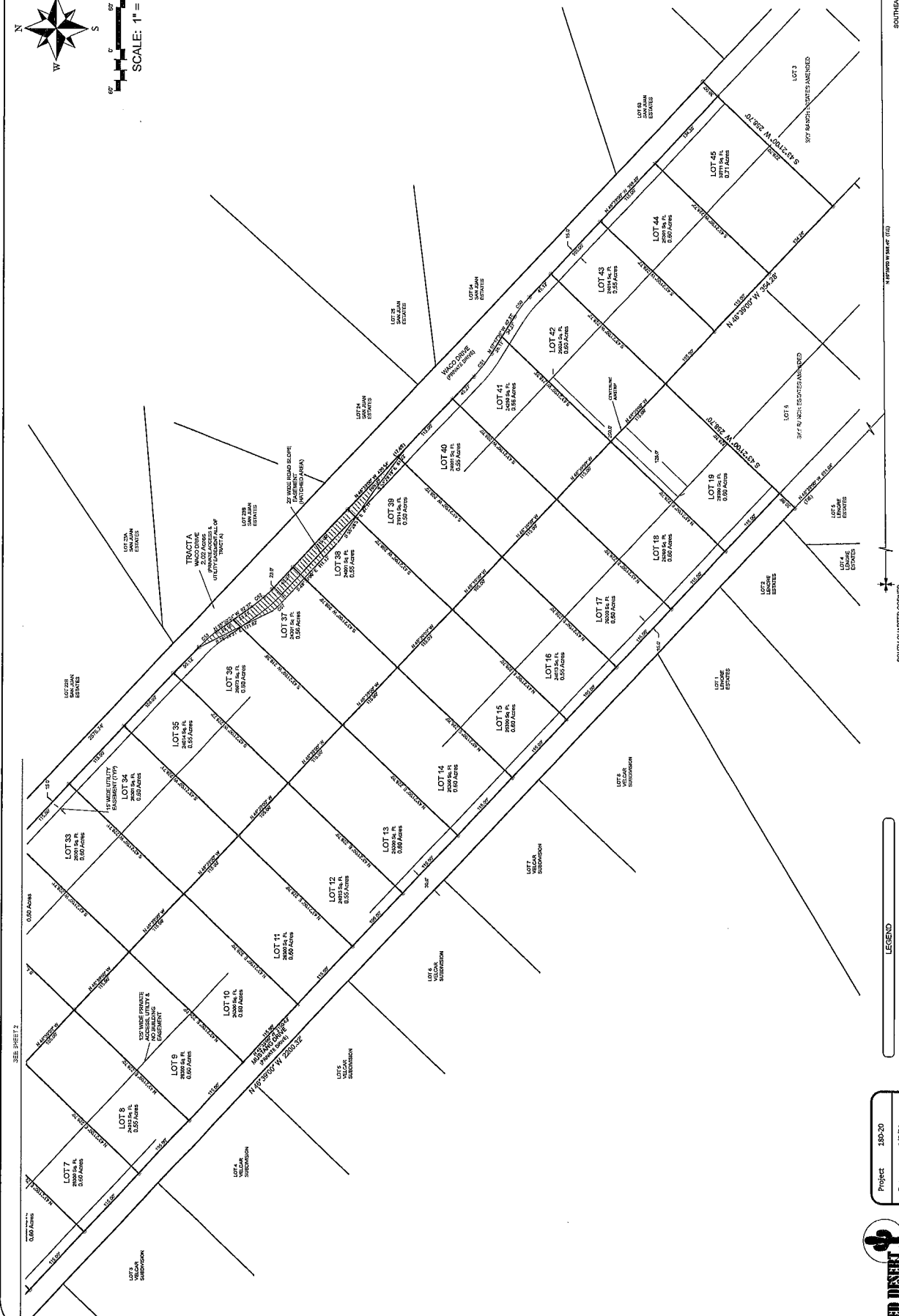
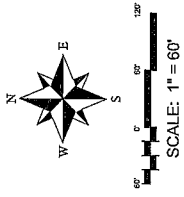
- A. Final Plat Map of Sky Ranch Estates-Amended Phase I
- B. Plat Maps for Sky Ranch Phase II
- C. 14 CFR 157
- D. March 13, 2003 Federal Aviation Regulation Interpretation, 14 CFR 91.119
- E. December 1, 2020 FAA Chief Counsel Opinion
- F. 2020 U.S. Civil Airmen Statistics
- G. FAA Form 5010-1 for Sky Ranch Airport and FAA Aeronautical Chart for Moab, Utah Area
- H. Sky Ranch Airport Arrival & Departure Procedure Diagram
- I. Google Earth maps of Private Airport Runways
- J. Desert Sky Ranch Safety Rules and Regulations Regarding Operation Practices
- K. Cross Easement Agreement
- L. Curriculum Vitae of Larry Williams

ADDITIONAL DOCUMENTS REVIEWED

- 1. March 22, 2021 Lyn Loyd Cresewell, ALJ , San Juan County Pre-Hearing Memorandum and Order of Commissioners' 16 February 2021 action approving an application for Sky Ranch Estates Subdivision Phase II.
- 2. February 26, 2021 Letter from Clyde Snow & Sessions, PC re Appeal of Land Use Decision regarding Sky Ranch Estates Subdivision Phase II.
- 3. February 26, 2021 Declaration of Karl Spielman
- 4. February 26, 2021 Declaration of Tim O'Niell
- 5. Declaration of Covenants, Conditions, Restrictions and Easement for Desert Sky Ranch
- 6. Bylaws of Desert Sky Ranch Owners Association

EXHIBIT A

EXHIBIT B



SOUTHWEST CORNER
SECTION 36, T8S, R2E, S48M

SOUTH QUARTER CORNER
SECTION 36, T8S, R2E, S48M

LEGEND

- ⊙ Lot Corner
- ⊕ Section Corner Measurement
- UTILITY EASEMENT

Project	385-20
Date	1/8/21
Sheet	3 OF 3



EXHIBIT C

14 CFR 157

§ 157.1 Applicability.

This part applies to [persons](#) proposing to construct, alter, activate, or deactivate a civil or joint-use (civil/military) [airport](#) or to alter the status or use of such an [airport](#). Requirements for [persons](#) to notify the [Administrator](#) concerning certain [airport](#) activities are prescribed in this part. This part does not apply to projects involving:

- (a) An [airport](#) subject to conditions of a Federal agreement that requires an approved current [airport](#) layout plan to be on file with the Federal Aviation Administration; or
- (b) An [airport](#) at which flight operations will be conducted under visual flight rules (VFR) and which is used or intended to be used for a period of less than 30 consecutive days with no more than 10 operations per day.
- (c) The intermittent use of a site that is not an established [airport](#), which is used or intended to be used for less than one year and at which flight operations will be conducted only under [VFR](#). For the purposes of this part, *intermittent use of a site* means:
 - (1) The site is used or is intended to be used for no more than 3 days in any one week; and
 - (2) No more than 10 operations will be conducted in any one day at that site.

Through Part 157 of the federal aviation regulations, the government mandates that anyone establishing, altering, or permanently closing an airfield notify the government. This requirement enables the FAA to maintain a central database of airport information - useful for identifying and resolving potential airspace problems. Beyond this self-reporting system, however, the federal government does little to regulate or police private facilities. That duty is left to state transportation authorities, and each state's requirements differ.

Working from the FAA's National Flight Data Digest (NFDD, affectionately pronounced "Nifty"), mapmakers can see data on all of the country's known private airports and chart them as space allows. In remote areas, mapmakers often chart as many private fields as possible for safety's sake. Private airports make ideal emergency landing sites in inhospitable terrain.

EXHIBIT D

March 13, 2003

Item 3.

Sara Baker
5801 Waterford Court
North Richland Hills, TX 76180

Re: Request for Interpretation of Federal Aviation Regulation
(FAR) Section 91.119 (14 C.F.R. 91.119)

Dear Ms. Baker:

This is in response to your letter of January 13, 2003, for a legal interpretation of FAR 91.119 based on the following:

I live on a small private residential airport. Our airport has a homeowner's association. The homeowner's association has decreed that all incoming airplanes be required to "buzz" or overfly the runway at approximately 200 feet a.g.l. before landing to alert people on the ground that an airplane is coming in. I believe that this overflight is a direct violation of FAR 91.119.

We are aware that your request involves a private airstrip allegedly owned by the members of the Hillcrest Homeowners Association in Keller, Texas. We have been advised by the Fort Worth Flight Standards District Office (AFW-FSDO) that their office has not formally been requested to consider nor are they considering any form of operating restrictions at the Hillcrest Airport other than existing Federal Aviation Regulations (FARs). AFW-FSDO's position is that operations at all airports, including Hillcrest, must be conducted with the highest regard for safety and in full compliance with the FARs.

The United States Congress has vested the Federal Aviation Administration (FAA) with exclusive responsibility for developing plans and policy for the use of the navigable airspace and assigning by regulation or order the use of the airspace necessary to ensure the safety of aircraft and the efficient use of the airspace of the United States. 49 U.S.C. §40103. The regulation of aircraft in flight is preempted by Federal law, and limitations on aircraft flight may only be imposed by the FAA. See, City of Burbank v. Lockheed Air Terminal, 411 U.S. 624 (1973); Blue Sky Entertainment v. Town of Gardiner, 711 F.Supp. 678 (1989); U.S. v. New Haven, 496 F.2d 452 (2nd Cir. 1974); American Airlines v. Town of Hemstead, 272 F.Supp. 226 (E.D.N.Y. 1967); aff'd, 398 F.2d 369 (2nd Cir. 1968); cert. denied, 393 U.S. 1017 (1969); and Allegheny Airlines v. Village of Cedarhurst, 238 F.2d 812 (2nd Cir. 1956).

Thus, the FAA has preempted the operation of aircraft in flight and any attempt by local or state authorities, or any other organization, to implement flight restrictions on aircraft in an area preempted by

preempted regulation of the altitude at which aircraft may operate.
See FAR Section 91.119 (14 C.F.R. §91.119).

Item 3.

Enforcement actions taken on the basis of a violation of FAR Section 91.119, as with any FAR, are made on a case-by-case determination of the facts in each instance and case precedent as issued through decisions of the National Transportation Safety Board (NTSB). Whether a particular operation complies with applicable FARs, including such an operation that the above operating restriction as the Homeowners Association envisions, will vary under any given set of factual circumstances and thus no more specific opinion can be issued. You may research NTSB decisions regarding FAR Section 91.119, and other FARs, by accessing the NTSB website at: <http://www.nts.gov>. Click on "Opinions and Orders" under the Data and Information Products menu on the right hand of the screen.

Sincerely,

Lynette Word
Regional Counsel
Southwest Region

EXHIBIT E



U.S. Department
of Transportation
**Federal Aviation
Administration**

Office of the Chief Counsel

800 Independence Ave., S.W.
Washington, D.C. 20591

December 1, 2020

Kathleen A. Yodice, Esq.
Yodice Associates
12505 Park Potomac Avenue
Sixth Floor
Potomac, MD 20854

RE: State of Florida Regulation of Air Traffic Patterns and Aviation Safety

Dear Ms. Yodice:

Thank you for your letter requesting a legal interpretation concerning a Florida state law regarding airport licensing requirements. You advise that you represent an airport landing site owner who has applied for public airport site approval under Chapter 14-60 of the Florida Administrative Code, *Airport Licensing, Registration, and Airspace Protection Airport Site Approval*, and that the State's application of that law to your client raises preemption issues.

We understand that the land for the heliport (X44), an existing seaplane facility on Watson Island in Miami, is owned by the City of Miami, leased to your client, and that the City supports the establishment of the heliport. You suggest that application of the Florida Administrative Code, Rule 14-60.005, *Airport Site Approval*, unlawfully regulates air traffic patterns and is thus preempted by Federal statutory and regulatory law. You note that the Federal Aviation Administration (FAA) has issued a Notice of Airport Airspace Analysis Determination under 14 CFR part 157 finding no safety or airspace objection to the proposed heliport.

You state that the Florida Department of Transportation (FDOT) has refused to accept the FAA's safety determination as sufficient to meet the state's requirement that applicants demonstrate "that safe air traffic patterns can be established for the proposed airport with all existing and approved airport sites within three miles of the proposed airport site." Fla. Admin. Code R. 14-60.005(5)(j).

You advise that in discussions with FDOT concerning Rule 14-60.005(5)(j), that office asserted that a signed memorandum from each airport owner or operator is required in order to "deconflict" the airspace between the airport sites. You argue that the State lacks the authority to regulate air traffic and mention that FDOT does not provide any enforcement mechanism or remedy should a nearby airport refuse to execute an agreement or should the State refuse to accept such an agreement.

You state that in accordance with the provisions of State law detailed above, to acquire a state license your client must obtain and submit to FDOT written and signed documentation from approximately 12 aircraft landing sites that are within three miles of your client's proposed airport site. Fla. Admin. Code R. 14-60.005(5)(j). You indicate that most of these airports are uncontrolled and thus are only able to document the posted traffic patterns. Otherwise, you state that the traffic

representing the proposed airport and any existing airport(s) or approved airport site(s) located within three miles of the proposed site.

Fla. Admin. Code R. 14-60.005(5)(j).

The Federal Statutory and Regulatory Framework

By statute, the FAA has authority to regulate for safety; the efficient use of the airspace; protection of people and property on the ground; air traffic control; navigational facilities; and the regulation of aircraft noise at its source. 49 U.S.C. §§ 40103, 44502, and 44701-44735. Congress has directed the FAA to “develop plans and policy for the use of the navigable airspace and assign by regulation or order the use of the airspace necessary to ensure the safety of aircraft and the efficient use of airspace.” 49 U.S.C. § 40103(b)(1). Congress has further directed the FAA to “prescribe air traffic regulations on the flight of aircraft (including regulations on safe altitudes)” for navigating, protecting, and identifying aircraft; protecting individuals and property on the ground; using the navigable airspace efficiently; and preventing collision between aircraft, between aircraft and land or water vehicles, and between aircraft and airborne objects. 49 U.S.C. § 40103(b)(2). Since 1926, Federal law has provided that a citizen of the United States has a public right of transit through the navigable airspace. 49 U.S.C. § 40103(a)(2).

In furtherance of these statutory commands, the FAA has established a comprehensive regulatory scheme, governing, among other things, the certification of aircraft, airports, pilots and mechanics; aircraft equipage; air traffic control systems; aviation navigation and communication; airspace classifications, and more. See generally 14 CFR parts 21-193. Part 91, “General Operating and Flight Rules,” sets forth extensive requirements concerning, among other things, aircraft operations and the regulation of airport traffic patterns. See, e.g., 14 CFR §§ 91.130(b); 93.119, 93.163, and 93.339(c) and (d).

Federal courts have upheld the Government’s preemption of aircraft flight, including flight altitude and airport traffic patterns. See, generally, *Burbank v. Lockheed Air Terminal Inc.*, 411 U.S. 624 (1973). “Common sense, of course, required that exclusive control of airspace allocation be concentrated at the national level, and communities were therefore preempted from attempting to regulate planes in flight.” *British Airways Board v. Port Authority of New York and New Jersey*, 564 F.2d 1002, 1010 (2d Cir. 1977).

Under 14 CFR part 157, *Notice of Construction, Alteration, Activation, and Deactivation of Airports*, persons proposing to construct, alter, activate, or deactivate a civil airport (including heliports) or to alter the status or use of such an airport must provide notice to the FAA using Form 7480-1. The FAA then conducts an aeronautical study of an airport proposal and, after consultations with interested persons, issues a determination to the proponent (“no objection,” “conditional,” or “objectionable”). In its determination, the FAA considers matters such as the effects the proposed action would have on existing or contemplated traffic patterns of neighboring airports; the effects the proposed action would have on the existing airspace structure and projected programs of the FAA; and the effects that existing or proposed manmade objects (on file with the FAA) and natural objects within the affected area would have on the airport proposal. 14 CFR § 157.7(a). The purpose of an aeronautical study is to determine what effect the proposal may have on “... the safe and efficient utilization of the navigable airspace by aircraft, and the safety of persons and property on the ground.” FAA Order JO 7400.2M, *Procedures for Handling Airspace Matters* (Jan. 28, 2019), ¶ 10-2-1(a). A complete study consists of “... an airspace analysis, a flight safety review, and a review of

the proposal’s potential effect on air traffic control operations and air navigation facilities.” ¶ 10-2-1(b).

While part 157 determinations consider the effects of the proposed action on the safe and efficient use of airspace by aircraft and the protection of persons and property on the ground, they “do[] not relieve the proponent of responsibility for compliance with any local law, ordinance or regulation, or state or other Federal regulation.” 14 CFR § 157.7(a).

Analysis

The State’s application of Rule 14-60.005 attempts to regulate the areas of aircraft safety, flight management, the protection of persons and property on the ground, and the efficiency of the navigable airspace. By conditioning approval of the proposed helicopter landing site on

compli[ance] with all the requirements of Section 330.30, F.S., subject to any reasonable conditions necessary to protect the public health, safety, or welfare [such as] ... operations limited to VFR flight conditions, restricted approach or takeoff direction from only one end of a runway, [and] specified air-traffic pattern layouts to help prevent mid-air collision conflict with aircraft flying at another nearby airport ... (Rule 14-60.005(4)),

the Rule, through § 330.30, intrudes into an area fully occupied by the Federal Government, and therefore is preempted. 49 U.S.C. §§ 40103(a)(2), (b)(1) and (2); *Burbank*, 411 U.S. at 638-639; *Montalvo v. Spirit Airlines*, 508 F.3d 464, 473-474 (9th Cir. 2007) (“...federal law occupies the entire field of aviation safety. Congress’ intent to displace state law is implicit in the pervasiveness of the federal regulations, the dominance of the federal interest in this area, and the legislative goal of establishing a single, uniform system of control over air safety.”). The FAA’s regulations in the areas of aviation safety and airspace efficiency are comprehensive. *See, e.g.*, 14 CFR §§ 91.130(b); 93.119, 93.163, and 93.339(c) and (d).

Under these principles, the State lacks the authority to regulate the safety of air traffic patterns, including whether traffic patterns between two nearby airports conflict; whether an airport can be used under instrument meteorological conditions; and runway operational usage. For example, in *Pirola v. City of Clearwater*, 711 F.2d 1006, 1008 (11th Cir.1983), *reh’g denied*, 720 F.2d 688 (11th Cir. 1983), the court held that local ordinances prohibiting night operations and proscribing air traffic patterns were federally preempted and therefore violated the Supremacy Clause. U.S. Const. art. VI, cl. 2. In *Hoagland v. Town of Clear Lake*, 415 F.3d 693, 698 (7th Cir. 2005), a case involving the operation of a heliport on private property, the court noted, “[i]t would be unmanageable—say nothing of terrifying—to have local control of flight routes or of flight times. Such things require nationwide coordination.” *See also Menard v. FAA*, 548 F.3d 353, 359–60 (5th Cir. 2008) (“[t]he FAA submits that ... it has authority to establish non-standard traffic patterns, assign specific traffic pattern altitudes, or develop special operating procedures to mitigate potential airspace conflicts ... We agree ... Above all, adjusting air traffic patterns is part of the FAA’s mandate. *See id.* § 40103(b)(1).”).

Rule 14-60.005 requires that the applicant provide: (1) for proposed airport or seaplane landing facilities, a “list [of] all VFR airports and heliports within five nautical miles and all IFR airports within 20 nautical miles, or (2) for proposed heliports, a “list [of] all VFR airports and heliports within three nautical miles and all IFR airports within 10 nautical miles.” Fla. Admin. Code R. 14-60.005(5)(e)(1)(2). The State also requires applicants to submit

written confirmation, including a graphical depiction, demonstrating that safe air traffic patterns can be established for the proposed airport with all existing and approved airport sites within three miles of the proposed airport site [and provide] a copy of written memorandum(s) of understanding or letter(s) of agreement, signed by each respective party, regarding air traffic pattern separation procedures between the parties representing the proposed airport and any existing airport(s) or approved airport site(s) located within three miles of the proposed site.

Fla. Admin. Code R. 14-60.005(5)(j).

Utilizing this air safety and airspace information to make determinations concerning the effects of the proposed landing facility or heliport on the safety of “all existing and approved airport sites” in the vicinity of the proposed site is beyond the scope of the State’s authority.

Moreover, the State’s assertion that its police power authority over “public health, safety, or welfare” would authorize it to determine whether to limit airport “operations ... to VFR flight conditions, restricted approach or takeoff direction from only one end of a runway, [and] specified air-traffic pattern layouts to help prevent mid-air collision conflict with aircraft flying at another nearby airport” (Rule 14-60.005(4)) is without merit. State police power authority (including land use) does not permit regulation of aircraft safety, flight management, the protection of persons and property on the ground, or the efficiency of the navigable airspace. In *Burbank*, 411 U.S. at 638-639, the court held that Federal control over the management of airspace prevented the non-proprietor City of Burbank from exercising police power authority over aircraft operations. Noting that the “the Federal Aviation Act requires a delicate balance between safety and efficiency, and the protection of persons on the ground ... The interdependence of these factors requires a uniform and exclusive system of federal regulation if the congressional objectives underlying the Federal Aviation Act are to be fulfilled,” the court reasoned that the “pervasive control” vested in the Federal Government “seems to us to leave no room for local curfews or other local controls.” *See also San Diego Unified Port District v. Gianturco*, 651 F.2d 1306 (9th Cir. 1981), *cert. denied*, 455 U.S. 1000 (1982) (non-proprietor, police power curfews on aircraft flights preempted). State and local governments may protect their citizens through land use controls and other police power measures not affecting aircraft operations.

If you have any questions, please do not hesitate to contact Jonathan Cross, Senior Attorney for Airport Certification, Regulations Division, at (202) 267-7173.

Sincerely,

Lorelei Peter
Assistant Chief Counsel for Regulations

EXHIBIT F

U.S. Civil Airmen Statistics, 2020

The U.S. Civil Airmen Statistics is an annual study published to meet the demands of FAA, other government agencies, and the industry. It contains detailed airmen statistics not published in other FAA reports.

Statistics about airmen, both pilot and nonpilot, are obtained from the official airmen certification records maintained at FAA's Aeronautical Center, Oklahoma City, Oklahoma.

The term "airmen" in this report includes men and women certified as pilots, mechanics or other aviation technicians. An active airman is one who holds both an airmen certificate and a valid medical certificate. Airmen who must have a valid medical to exercise the privileges of their certificate are all airplane pilots, rotorcraft pilots, flight navigators, and flight engineers. Glider pilots are not required to have a medical examination.

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TABLE 1
ESTIMATED ACTIVE AIRMEN CERTIFICATES HELD
as of DECEMBER 31

CATEGORY	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
Pilot--Total	691,691	664,565	633,317	609,306	584,362	590,039	593,499	599,086	610,576	617,128
Student 1/	222,629	197,665	167,804	149,121	128,501	122,729	120,546	120,285	119,946	118,657
Recreational (only)	105	127	144	153	175	190	220	238	218	227
Sport (only)	6,643	6,467	6,246	6,097	5,889	5,482	5,157	4,824	4,493	4,066
Airplane 2/										
Private	160,860	161,105	163,695	162,455	162,313	170,718	174,883	180,214	188,001	194,441
Commercial	103,879	100,863	99,880	98,161	96,081	101,164	104,322	108,206	116,400	120,865
Airline Transport	164,193	164,947	162,145	159,825	157,894	154,730	152,933	149,824	145,590	142,511
Rotorcraft (only) 3/	13,629	14,248	15,033	15,355	15,518	15,566	15,511	15,114	15,126	15,220
Glider (only) 4,5/	19,753	19,143	18,370	18,139	17,991	19,460	19,927	20,381	20,802	21,141
Pilot Total w/o Student Category 1/	469,062	466,900	465,513	460,185	455,861	467,310	472,953	478,801	490,630	498,471
Flight Instructor Certificates 6/	117,558	113,445	108,564	106,692	104,382	102,628	100,993	98,842	98,328	97,409
Instrument Ratings 6,7/	316,651	314,168	311,017	306,652	302,572	304,329	306,066	307,120	311,952	314,122
Remote Pilots 9/	206,322	160,302	106,321	69,166	20,362	N/Ap	N/Ap	N/Ap	N/Ap	N/Ap
Non Pilot--Total 8/	724,307	714,201	688,002	671,222	652,943	728,329	717,399	707,155	701,291	695,515
Mechanic 8/	306,301	301,087	292,002	286,268	279,435	342,528	341,409	338,844	337,775	335,431
Repairmen 8/	36,741	36,294	35,382	35,040	34,411	39,363	39,566	39,952	40,444	40,802
Parachute Rigger 8/	7,014	6,800	6,430	6,192	5,851	8,846	8,702	8,491	8,474	8,491
Ground Instructor 8/	71,991	69,991	67,784	66,423	65,053	70,957	71,755	72,493	73,599	74,586
Dispatcher 8/	23,286	22,598	21,465	20,664	19,758	23,754	23,113	22,401	21,862	21,363
Flight Navigator	36	40	58	64	67	102	115	126	141	146
Flight Attendant	248,742	245,699	231,355	222,037	212,607	200,319	188,936	179,531	172,357	167,037
Flight Engineer	30,196	31,692	33,526	34,534	35,761	42,460	43,803	45,317	46,639	47,659

Note: The term airmen includes men and women certified as pilots, mechanics or other aviation technicians.

1/ In July 2010, the FAA issued a rule that increased the duration of validity for student pilot certificates for pilots under the age of 40 from 36 to 60 months.

This resulted in the increase in active student pilots to 119,119 from 72,280 at the end of 2009.

Starting with April 2016, there is no expiration date on the new student pilot certificates, which generates a cumulative increase in the numbers.

2/ Includes pilots with an airplane only certificate. Also includes those with an airplane and a helicopter and/or glider certificate. Prior to 1995, these pilots were categorized as private, commercial, or airline transport, based on their airplane certificate. In 1995 and after, they are categorized based on their highest certificate. For example, if a pilots holds a private airplane certificate and a commercial helicopter certificate, prior 1995, the pilot would be categorized as private; 1995 and after as commercial.

3/ See table 7 for the total number of pilots with a helicopter certificate.

4/ See table 8 for the total number of pilots with a glider certificate.

5/ Glider pilots are not required to have a medical examination. Beginning with 2002, glider pilots with another rating but no current medical are counted as "Glider (only)."

6/ Not included in total.

7/ Special ratings shown on pilot certificates, do not indicate additional certificates.

8/ Historically, numbers represented all certificates on record. No medical examination required. In 2016, Federal Regulation required that airmen without a plastic certificate no longer considered active. Therefore, starting with 2016, those airmen with a paper certificate only were excluded. Data for 1996 and 1997 are limited to certificates held by those under 70 years of age.

9/ Remote pilot certification started in August 2016. These numbers are not included in the pilot totals.

N/Ap Not applicable.

TABLE 2
ESTIMATED ACTIVE WOMEN AIRMEN CERTIFICATES HELD
as of DECEMBER 31

CATEGORY	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
Pilot--Total	58,541	52,740	46,463	42,694	39,187	39,287	39,322	39,621	40,621	41,316
Student 1/	31,687	27,255	22,266	19,219	15,971	14,580	14,369	14,405	14,643	14,683
Recreational (only)	6	7	10	14	15	16	16	17	16	18
Sport	259	254	240	229	223	211	192	174	152	135
Private 2/	11,316	10,683	10,255	9,971	10,009	11,339	11,652	11,909	12,456	12,927
Commercial 2/	7,724	7,038	6,556	6,267	6,081	6,587	6,685	6,911	7,536	7,956
Airline Transport 2/	7,549	7,503	7,136	6,994	6,888	6,554	6,408	6,205	5,818	5,597
Pilot Total w/o Student Category 1/	26,854	25,485	24,197	23,475	23,216	24,707	24,953	25,216	25,978	26,633
Flight Instructor Certificates 4/	8,592	7,957	7,335	7,105	6,848	6,669	6,521	6,386	6,371	6,350
Remote Pilots 6/	14,882	10,818	6,188	3,462	793	N/Ap	N/Ap	N/Ap	N/Ap	N/Ap
Non Pilot--Total	218,964	215,905	203,725	195,993	187,914	183,259	174,000	166,294	160,452	155,918
Mechanic 5/	7,860	7,573	7,133	6,855	6,536	8,419	8,151	7,917	7,729	7,487
Repairmen 5/	1,995	1,996	1,868	1,847	1,822	2,289	2,278	2,288	2,307	2,278
Parachute Rigger 5/	711	681	631	597	540	811	763	712	697	683
Ground Instructor 5/	5,603	5,340	5,085	4,924	4,772	5,907	5,889	5,869	5,853	5,880
Dispatcher 5/	4,586	4,389	4,086	3,867	3,615	4,503	4,326	4,115	3,930	3,744
Flight Navigator	0	0	0	0	1	1	1	1	1	1
Flight Attendant	196,902	194,578	183,519	176,471	169,170	159,703	150,941	143,701	138,223	134,114
Flight Engineer	1,307	1,348	1,403	1,432	1,458	1,626	1,651	1,691	1,712	1,731

Note: The term airmen includes men and women certified as pilots, mechanics or other aviation technicians. This table (Table 2) represents data for females only. Data in the Pilot Categories does not directly correspond to the same category in Table 1 as glider and/or helicopter and/or gyroplane certs are not broken out separately. Data in the Non Pilot Categories as well as Flight Instructor Certificates does directly correspond to the same category in Table 1.

1/ In July 2010, the FAA issued a rule that increased the duration of validity for student pilot certificates for pilots under the age of 40 from 36 to 60 months.

This resulted in the increase in active student pilots to 14,767 from 8,450 at the end of 2009.

Starting with April 2016, there is no expiration date on the new student pilot certificates, which generates a cumulative increase in the numbers.

2/ Includes those with an airplane and/or a helicopter and/or glider and/or a gyroplane certificate.

3/ Glider and lighter-than-air pilots are not required to have a medical examination.

4/ Not included in total.

5/ Historically, numbers represented all certificates on record. No medical examination required. In 2016, Federal Regulation required that airmen without a plastic certificate no longer considered active. Therefore, starting with 2016, those airmen with a paper certificate only were excluded.

6/ Remote pilot certification started in August 2016. These numbers are not included in the pilot totals.

N/Ap Not applicable.

TABLE 3
ESTIMATED ACTIVE PILOT CERTIFICATES HELD
BY CLASS OF CERTIFICATE AND BY FAA REGION
December 31, 2020

CLASS OF CERTIFICATE	Total 1/	Alaskan	Central	Eastern	Great Lakes	Northwest Mountain	Southern	South-west	Western-Pacific	Outside U.S. /2
Total--All Pilots	691,691	8,795	49,866	113,703	93,313	78,586	113,089	91,669	103,583	39,087
Student	222,629	2,239	16,079	38,456	29,104	23,683	36,931	30,715	33,235	12,187
Recreational Airplane (only)	105	0	13	36	27	9	6	7	6	1
Sport (only)	6,643	57	594	1,110	1,505	746	999	768	830	34
Airplane 3/										
Private --Total	160,860	2,507	13,040	27,258	25,488	18,724	22,508	20,822	25,087	5,426
Private Airplane (only)	154,809	2,454	12,591	26,257	24,629	17,933	21,799	19,860	24,035	5,251
Private Airplane, Private Glider	2,044	16	111	398	248	277	274	233	435	52
Private Airplane, Private Gyroplane	37	0	5	1	6	4	6	9	6	0
Private Airplane, Private Helicopter	1,982	30	135	308	221	280	297	244	393	74
Private Airplane, Private Glider, Private Helicopter	65	0	3	11	3	9	8	5	17	9
Private Glider	2	0	0	1	0	0	0	0	1	0
Private Airplane-Other	1,921	7	195	282	381	221	124	471	200	40
Commercial--Total	103,879	1,496	6,688	14,598	12,750	10,827	16,575	13,070	16,161	11,714
Commercial Airplane (only)	84,386	1,241	5,150	11,106	10,472	8,462	13,525	10,449	12,754	11,227
Commercial Airplane, Private Glider	959	21	63	171	119	145	112	122	187	19
Commercial Airplane, Commercial Glider	1,744	25	119	324	250	255	224	192	334	21
Commercial Airplane, Commercial Gyroplane, Commercial Glider	5	0	0	1	2	1	0	1	0	0
Commercial Airplane, Private Helicopter	840	19	60	153	91	103	131	94	143	46
Commercial Airplane, Commercial Glider, Private Helicopter	54	0	1	16	5	8	8	7	8	1
Commercial Airplane, Commercial Helicopter	7,508	111	523	1,480	667	739	1,433	1,018	1,344	193
Commercial Airplane, Private Glider, Commercial Helicopter	102	2	5	11	18	12	26	7	19	2
Commercial Airplane, Commercial Glider, Commercial Helicopter	243	5	18	48	31	31	39	24	43	4
Commercial Airplane, Commercial Helicopter, Commercial Gyroplane	26	0	3	2	2	2	8	6	2	1
Commercial Airplane, Commercial Gyroplane	15	1	3	2	0	0	3	5	1	0
Commercial Airplane, Commercial Gyroplane, Commercial Helicopter, Commercial Glider	16	0	4	1	1	1	4	1	4	0
Commercial Helicopter, Private Airplane, Commercial Glider	16	0	2	4	1	1	3	3	2	0
Commercial Helicopter, Private Airplane	3,593	52	299	518	368	545	631	479	642	59
Commercial Glider, Private Airplane	375	3	21	96	59	55	37	33	69	2
Commercial-other	3,997	16	417	665	664	467	391	629	609	139
Airline Transport --Total	164,193	2,180	11,627	26,470	21,391	19,751	31,583	22,504	21,795	6,892
Airline Transport Airplane (only)	159,426	2,093	11,374	25,470	21,048	19,272	30,613	21,675	21,151	6,730
Airline Transport Airplane, Airline Transport Helicopter	2,339	50	129	498	184	225	504	354	320	75
Airline Transport Airplane-other	2,428	37	124	502	159	254	466	475	324	87

TABLE 3
ESTIMATED ACTIVE PILOT CERTIFICATES HELD
BY CLASS OF CERTIFICATE AND BY FAA REGION
December 31, 2020

CLASS OF CERTIFICATE	Total 1/	Alaskan	Central	Eastern	Great Lakes	Northwest Mountain	Southern	South-west	Western-Pacific	Outside U.S. /2
Rotorcraft (only) 4/ --Total	13,629	167	808	1,802	979	2,208	1,928	1,632	2,370	1,735
Private Gyroplane	14	0	1	1	3	2	3	3	1	0
Private Helicopter	2,807	34	118	418	242	518	295	268	547	367
Commercial Helicopter	9,025	116	621	1,110	643	1,493	1,380	1,058	1,638	966
Commercial Helicopter, Private Glider	2	0	0	0	0	0	2	0	0	0
Commercial Gyroplane	3	0	0	0	0	1	1	0	1	0
Commercial Helicopter, Commercial Glider	2	0	0	0	0	1	1	0	0	0
Commercial Helicopter, Commercial Gyroplane	8	0	2	0	2	1	2	0	0	1
Airline Transport Helicopter	1,753	16	65	271	88	190	241	301	181	400
Recreational Gyroplane	0	0	0	0	0	0	0	0	0	0
Recreational Helicopter	2	0	0	1	0	1	0	0	0	0
Rotorcraft-other	13	1	1	1	1	1	3	2	2	1
Glider (only) 5,6/ --Total	19,753	149	1,017	3,973	2,069	2,638	2,559	2,151	4,099	1,098
Private Glider	11,007	55	564	2,249	1,176	1,411	1,243	1,101	2,368	840
Commercial Glider	4,572	32	196	1,015	520	626	596	501	936	150
Air Transport (other)	4,174	62	257	709	373	601	720	549	795	108
Flight Instructor Certificates 7/	117,558	1,511	8,572	19,507	17,013	14,768	20,180	15,209	17,578	3,220
Instrument Ratings 7,8/	316,651	3,987	22,004	49,792	40,905	35,874	56,249	41,725	45,421	20,694
Remote Pilot Certificates 7/	206,322	1,442	16,107	43,192	30,784	24,004	29,904	28,897	30,294	1,698

1/ Includes Outside U.S. total.

2/ Outside U.S. includes airmen certified by the FAA, who live outside the 50 states and other U.S. areas, territories, and affiliates. Also includes those with unidentifiable ad

3/ Includes pilots with an airplane only certificate. Also includes those with an airplane and a helicopter and/or glider certificate.

Prior to 1995, these pilots were categorized as private, commercial, or airline transport, based on their airplane certificate.

In 1995 and after, they are categorized based on their highest certificate. For example, if a pilot holds a private certificate and a commercial helicopter certificate, prior 1995, the pilot would be categorized as private; 1995 and after as commercial.

4/ See table 7 for the total number of pilots with a helicopter certificate.

5/ See table 8 for the total number of pilots with a glider certificate.

6/ Glider pilots are not required to have a medical examination. Beginning with 2002, glider pilots with another rating but no current medical are counted as "Glider (only)".

7/ Not included in total.

8/ Special ratings shown on pilot certificates, do not indicate additional certificates.

TABLE 4
ESTIMATED ACTIVE PILOT CERTIFICATES HELD
BY CLASS OF CERTIFICATE
as of DECEMBER 31

CLASS OF CERTIFICATE	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
Total--All Pilots	691,691	664,565	633,317	609,306	584,362	590,039	593,499	599,086	610,576	617,128
Student --Total 1/	222,629	197,665	167,804	149,121	128,501	122,729	120,546	120,285	119,946	118,657
Recreational Airplane (only)	105	127	144	153	175	190	220	238	218	227
Sport (only)	6,643	6,467	6,246	6,097	5,889	5,482	5,157	4,824	4,493	4,066
Airplane 2/										
Private --Total	160,860	161,105	163,695	162,455	162,313	170,718	174,883	180,214	188,001	194,441
Private Airplane (only)	154,809	154,972	157,396	156,173	156,058	162,969	167,018	172,195	179,738	186,005
Private Airplane, Private Glider	2,044	2,154	2,254	2,267	2,245	2,328	2,403	2,486	2,586	2,712
Private Airplane, Private Gyroplane	37	40	37	36	33	32	32	32	27	35
Private Airplane, Private Helicopter	1,982	1,998	2,111	2,100	2,128	2,216	2,207	2,237	2,310	2,332
Private Airplane, Private Glider, Private Helicopter	65	69	76	74	70	72	75	76	84	78
Private Airplane-other	1,923	1,872	1,821	1,805	1,779	3,101	3,148	3,188	3,256	3,279
Commercial--Total	103,879	100,863	99,880	98,161	96,081	101,164	104,322	108,206	116,400	120,865
Commercial Airplane (only)	84,386	80,975	79,538	77,993	76,446	79,957	82,703	85,771	93,180	97,157
Commercial Airplane, Private Glider	959	970	1,012	1,020	1,016	1,092	1,139	1,175	1,242	1,302
Commercial Airplane, Commercial Glider	1,744	1,810	1,859	1,872	1,785	1,907	1,964	2,134	2,245	2,324
Commercial Airplane, Commercial Gyroplane, Commercial Glider	5	4	6	7	5	8	7	7	8	7
Commercial Airplane, Private Helicopter	840	834	817	794	804	789	809	837	840	836
Commercial Airplane, Commercial Glider, Private Helicopter	54	45	43	46	46	53	52	64	62	56
Commercial Airplane, Commercial Helicopter	7,508	7,802	8,007	7,856	7,586	7,800	7,794	8,112	8,443	8,648
Commercial Airplane, Private Glider, Commercial Helicopter	102	102	102	111	100	106	108	108	116	112
Commercial Airplane, Commercial Glider, Commercial Helicopter	243	241	251	257	250	259	279	281	298	309
Commercial Airplane, Commercial Helicopter, Commercial Gyroplane	26	25	26	32	22	23	30	30	37	35
Commercial Airplane, Commercial Gyroplane	15	15	14	14	14	14	13	11	10	12
Commercial Airplane, Commercial Gyroplane, Commercial Helicopter, Commercial Glider	16	16	18	18	17	16	16	13	16	16
Commercial Helicopter, Private Airplane, Commercial Glider	16	14	19	18	16	17	16	17	20	21
Commercial Glider, Private Airplane	375	388	413	404	381	395	391	394	422	429
Commercial Helicopter, Private Airplane	3,593	3,689	3,850	3,842	3,765	3,816	3,909	3,999	4,062	4,083
Commercial-other	3,997	3,933	3,905	3,877	3,828	4,912	5,092	5,253	5,399	5,518
Airline Transport --Total	164,193	164,947	162,145	159,825	157,894	154,730	152,933	149,824	145,590	142,511
Airline Transport Airplane (only)	159,426	160,117	157,270	154,942	153,024	149,957	148,156	145,128	140,958	137,967
Airline Transport Airplane, Airline Transport Helicopter	2,339	2,383	2,360	2,339	2,324	2,322	2,379	2,367	2,403	2,391
Airline Transport Airplane-other	2,428	2,447	2,515	2,544	2,546	2,451	2,398	2,329	2,229	2,153

TABLE 4
ESTIMATED ACTIVE PILOT CERTIFICATES HELD
BY CLASS OF CERTIFICATE
as of DECEMBER 31

CLASS OF CERTIFICATE	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
Rotorcraft (only) 3/--Total	13,629	14,248	15,033	15,355	15,518	15,566	15,511	15,114	15,126	15,220
Private Gyroplane	14	18	17	15	11	11	7	9	11	14
Private Helicopter	2,807	2,912	3,307	3,420	3,719	3,856	3,997	3,952	4,165	4,532
Commercial Helicopter	9,025	9,510	9,900	10,066	9,935	9,870	9,780	9,588	9,505	9,402
Commercial Helicopter, Private Glider	2	1	2	2	3	3	5	6	6	7
Commercial Helicopter, Commercial Glider	2	2	1	1	1	2	3	2	3	5
Commercial Gyroplane	3	3	2	3	3	2	2	3	3	4
Gyroplane	8	10	10	10	7	7	6	6	5	4
Airline Transport Helicopter	1,753	1,775	1,777	1,823	1,824	1,806	1,704	1,541	1,420	1,242
Recreational Gyroplane	0	1	1	2	2	1	1	1	1	1
Recreational Helicopter	2	2	2	2	1	0	0	0	0	0
Rotorcraft-other	13	14	14	11	12	8	6	6	7	9
Glider (only) 4,5/--Total	19,753	19,143	18,370	18,139	17,991	19,460	19,927	20,381	20,802	21,141
Private Glider	11,007	10,759	10,401	10,266	10,141	13,714	14,023	14,309	14,559	14,732
Commercial Glider	4,572	4,457	4,319	4,293	4,348	3,723	3,877	4,013	4,137	4,260
Air Transport (other)	4,174	3,927	3,650	3,580	3,502	2,023	2,027	2,059	2,106	2,149
Flight Instructor Certificates 6/	117,558	113,445	108,564	106,692	104,382	102,628	100,993	98,842	98,328	97,409
Instrument Ratings 6,7/	316,651	314,168	311,017	306,652	302,572	304,329	306,066	307,120	311,952	314,122
Remote Pilot Certificates 8/	206,322	160,302	106,321	69,166	20,362	N/Ap	N/Ap	N/Ap	N/Ap	N/Ap

1/ In July 2010, the FAA issued a rule that increased the duration of validity for student pilot certificates for pilots under the age of 40 from 36 to 60 months.

This resulted in the increase in active student pilots to 119,119 from 72,280 at the end of 2009.

Starting with April 2016, there is no expiration date on the new student pilot certificates, which generates a cumulative increase in the numbers.

2/ Includes pilots with an airplane only certificate. Also includes those with an airplane and a helicopter and/or glider certificate. Prior to 1995, these pilots were categorized as private, commercial, or airline transport, based on their airplane certificate. In 1995 and after, they are categorized based on their highest certificate. For example, if a pilot holds a private certificate and a commercial helicopter certificate, prior 1995, the pilot would be categorized as private; 1995 and after as commercial.

3/ See table 7 for the total number of pilots with a helicopter certificate.

4/ See table 8 for the total number of pilots with a glider certificate.

5/ Glider pilots are not required to have a medical examination. Beginning with 2002, glider pilots with another rating but no current medical are counted as "Glider (only)".

6/ Not included in total.

7/ Special ratings shown on pilot certificates, do not indicate additional certificates.

8/ Remote pilot certification started in August 2016. These numbers are not included in the pilot totals.

N/Ap Not applicable.

TABLE 5
ESTIMATED ACTIVE PILOTS AND FLIGHT INSTRUCTORS
BY FAA REGION AND STATE
DECEMBER 31, 2020

FAA REGION AND STATE	Total Pilots	Students	Private 1/	Commercial 1/	Airline Transport 1/	Misc. 2/	Flight Instructor 3/	Remote Pilots 3/
Total 4/	691,689	222,629	172,945	119,245	170,120	6,750	117,558	206,322
United States--Total	653,329	210,832	166,520	106,439	162,819	6,719	114,496	204,687
Alaskan Region--Total	8,795	2,239	2,575	1,666	2,258	57	1,511	1,442
Central Region--Total	49,866	16,079	13,609	7,622	11,949	607	8,572	16,107
Iowa	5,559	1,830	1,917	905	801	106	858	2,355
Kansas	7,495	2,408	2,412	1,234	1,345	96	1,366	2,389
Kentucky	7,050	2,230	1,667	919	2,163	71	1,213	2,293
Missouri	10,571	3,587	2,929	1,675	2,208	172	1,705	3,630
Nebraska	3,966	1,384	1,231	658	655	38	594	1,475
Tennessee	15,225	4,640	3,453	2,231	4,777	124	2,836	3,965
Eastern Region--Total	113,703	38,456	29,617	17,033	27,450	1,147	19,507	43,192
Connecticut	4,946	1,456	1,401	729	1,329	31	860	1,784
Delaware	1,494	485	342	213	440	14	280	658
District of Columbia	687	271	194	76	140	6	108	262
Maine	2,667	816	779	477	539	56	409	1,099
Maryland	8,937	3,538	2,204	1,331	1,770	94	1,420	3,481
Massachusetts	8,676	3,251	2,526	1,215	1,613	71	1,255	3,184
New Hampshire	4,045	964	988	570	1,469	54	814	1,071
New Jersey	9,572	3,358	2,437	1,354	2,372	51	1,691	3,648
New York	17,824	7,024	4,791	2,658	3,200	151	2,781	6,925
North Carolina	17,386	5,206	4,512	2,664	4,826	178	3,131	7,303
Pennsylvania	17,004	5,417	4,460	2,421	4,490	216	3,016	5,843
Rhode Island	1,072	389	277	156	242	8	158	425
Vermont	1,335	406	419	261	239	10	223	456
Virginia	16,118	5,128	3,737	2,628	4,461	164	3,080	6,146
West Virginia	1,940	747	550	280	320	43	281	907
Great Lakes Region--Total	93,313	29,104	26,736	14,089	21,852	1,532	17,013	30,784
Illinois	18,253	5,779	4,776	2,575	4,805	318	3,596	6,662
Indiana	11,837	3,900	3,477	1,709	2,539	212	1,935	3,857
Michigan	15,423	4,755	4,509	2,353	3,575	231	2,786	5,012
Minnesota	14,000	3,781	3,987	2,194	3,918	120	2,903	4,106
North Dakota	3,796	1,464	1,059	957	287	29	519	1,135
Ohio	17,020	5,474	4,877	2,408	3,984	277	3,067	5,778
South Dakota	2,578	755	797	500	467	59	446	787
Wisconsin	10,406	3,196	3,254	1,393	2,277	286	1,761	3,447
Northwest Mountain Region--Total	78,586	23,683	20,425	13,180	20,542	756	14,768	24,004
Colorado	20,978	5,926	4,791	3,231	6,873	157	4,219	6,773
Idaho	6,310	1,862	1,845	1,160	1,346	97	1,128	1,964
Montana	4,460	1,386	1,348	921	762	43	764	1,512
Oregon	10,391	3,221	3,239	2,167	1,650	114	1,814	3,712
Utah	10,923	3,441	2,542	1,999	2,854	87	2,165	3,228
Washington	23,393	7,135	5,963	3,363	6,697	235	4,342	6,109
Wyoming	2,131	712	697	339	360	23	336	706
Southern Region--Total	113,088	36,931	23,802	18,806	32,544	1,005	20,180	29,904
Alabama	8,563	2,863	2,100	1,966	1,548	86	1,728	2,886
Florida	72,499	24,357	14,401	12,565	20,572	604	12,710	17,072
Georgia	21,504	6,217	4,761	2,763	7,588	175	4,026	6,282
Puerto Rico	1,848	891	299	250	360	48	257	504
South Carolina	8,453	2,496	2,199	1,235	2,432	91	1,434	3,135

TABLE 5
ESTIMATED ACTIVE PILOTS AND FLIGHT INSTRUCTORS
BY FAA REGION AND STATE
DECEMBER 31, 2020

FAA REGION AND STATE	Total Pilots	Students	Private 1/	Commercial 1/	Airline Transport 1/	Misc. 2/	Flight Instructor 3/	Remote Pilots 3/
Virgin Islands	221	107	42	27	44	1	25	25

TABLE 5
ESTIMATED ACTIVE PILOTS AND FLIGHT INSTRUCTORS
BY FAA REGION AND STATE
DECEMBER 31, 2020

FAA REGION AND STATE	Total Pilots	Students	Private 1/	Commercial 1/	Airline Transport 1/	Misc. 2/	Flight Instructor 3/	Remote Pilots 3/
Southwest Region--Total	91,668	30,715	21,980	14,844	23,354	775	15,209	28,897
Arkansas	6,157	2,289	1,725	1,076	973	94	854	1,902
Louisiana	6,042	2,113	1,590	1,098	1,174	67	944	2,278
Mississippi	4,848	1,905	1,100	833	974	36	657	1,710
New Mexico	4,633	1,490	1,453	968	642	80	604	1,537
Oklahoma	9,467	3,714	2,431	1,617	1,642	63	1,452	2,534
Texas	60,521	19,204	13,681	9,252	17,949	435	10,698	18,936
Western-Pacific Region--Total	103,583	33,235	27,664	19,077	22,771	836	17,578	30,294
American Samoa	0	0	0	0	0	0	0	1
Arizona	24,176	6,826	5,423	5,771	5,962	194	4,796	5,413
California	66,533	22,911	19,739	11,099	12,233	551	10,181	21,147
Guam	174	42	20	19	93	0	46	55
Hawaii	3,894	1,147	619	741	1,369	18	782	1,294
Nevada	8,793	2,304	1,863	1,442	3,111	73	1,773	2,382
North Mariana Islands	13	5	0	5	3	0	0	2
U.S. Affiliates 6/	17	5	1	8	3	0	0	2
Outside United States and FS Total 8/	39,087	12,187	6,537	12,928	7,400	35	3,220	1,698
Armed Forces Personnel 5/	723	390	111	119	99	4	158	63
AA (Americas) ⁵	11	0	3	2	6	0	4	3
AE (Europe and Canada) ⁵	292	116	63	57	53	3	89	29
AP (Pacific) ⁹	420	274	45	60	40	1	65	31
Federated States of Micronesia	2	0	0	2	0	0	0	0
Marshall Islands	1	0	0	1	0	0	0	0
Palau	1	0	1	0	0	0	0	0
Outside United States (Foreign) 7/	38,360	11,797	6,425	12,806	7,301	31	3,062	1,635

1/ Includes those with an airplane and/or a helicopter and/or glider certificate. Pilots under the "Rotorcraft (only)" and "Glider (only)" class certificates in Table 3 are shown under their respective "Private," "Commercial," or "Airline Transport" categories above.

2/ Includes recreational and sport.

3/ Not included in total.

4/ Includes pilots certified by the FAA, who live outside the 50 states and other U.S. areas, territories, and affiliates.

5/ Military personnel holding civilian certificate and stationed in a foreign country.

6/ Includes Federated States of Micronesia, Marshall Islands, North Mariana Islands and Palau.

7/ Outside United States (Foreign) includes airmen certified by the FAA, who live outside the 50 states and other U.S. areas, territories, and affiliates.

Also includes those with unidentifiable addresses.

8/ FS stands for the Fight Standards Region, which includes Armed Forces as explained above (#5), and Federated States of Micronesia, Marshall Islands, and Palau.

TABLE 6
ESTIMATED ACTIVE WOMEN PILOTS AND FLIGHT INSTRUCTORS
BY FAA REGION AND STATE
DECEMBER 31, 2020

FAA REGION AND STATE	Total Pilots	Students	Private 1/	Commercial 1/	Airline Transport 1/	Misc. 2/	Flight Instructor 3/	Remote Pilots 3/
Total 4/	58,541	31,687	11,316	7,724	7,549	265	8,592	14,882
United States--Total	55,862	30,573	10,773	6,873	7,379	264	8,379	14,767
Alaskan Region--Total	1,012	459	260	134	156	3	131	154
Central Region--Total	3,836	2,240	702	413	458	23	518	1,115
Iowa	387	216	91	51	26	3	46	190
Kansas	562	340	111	61	46	4	76	183
Kentucky	557	317	92	54	91	3	68	146
Missouri	854	509	170	87	79	9	104	240
Nebraska	266	183	46	25	12	0	29	125
Tennessee	1,210	675	192	135	204	4	195	231
Eastern Region--Total	9,462	5,453	1,675	1,070	1,215	49	1,318	3,182
Connecticut	367	194	75	42	54	2	62	129
Delaware	133	79	22	11	20	1	20	48
District of Columbia	73	54	9	4	6	0	10	50
Maine	207	131	31	20	25	0	27	85
Maryland	895	577	148	94	70	6	105	269
Massachusetts	736	406	161	80	81	8	93	247
New Hampshire	309	147	53	41	66	2	66	81
New Jersey	773	445	123	92	111	2	116	218
New York	1,573	991	279	160	138	5	166	508
North Carolina	1,294	707	237	155	190	5	199	541
Pennsylvania	1,292	712	249	148	175	8	176	397
Rhode Island	92	61	11	8	11	1	7	24
Vermont	140	70	36	12	22	0	19	34
Virginia	1,407	767	219	186	228	7	228	490
West Virginia	171	112	22	17	18	2	24	61
Great Lakes Region--Total	7,653	4,046	1,623	856	1,075	53	1,272	2,139
Illinois	1,548	799	283	166	289	11	290	494
Indiana	948	529	207	96	111	5	127	266
Michigan	1,243	637	284	152	163	7	205	343
Minnesota	1,192	565	250	160	213	4	253	302
North Dakota	317	204	62	34	16	1	34	75
Ohio	1,313	714	284	143	159	13	213	358
South Dakota	213	123	43	24	23	0	23	65
Wisconsin	879	475	210	81	101	12	127	236
Northwest Mountain Region--Total	7,438	3,683	1,518	1,006	1,200	31	1,265	1,851
Colorado	2,148	998	387	294	463	6	391	518
Idaho	540	261	142	79	54	4	85	145
Montana	439	229	113	65	31	1	60	136
Oregon	988	480	242	168	95	3	168	319
Utah	851	452	160	118	116	5	146	203
Washington	2,287	1,158	437	255	426	11	398	483
Wyoming	185	105	37	27	15	1	17	47
Southern Region--Total	9,518	5,413	1,582	1,222	1,261	40	1,379	2,098
Alabama	586	357	114	75	37	3	59	125
Florida	6,466	3,612	1,063	915	851	25	952	1,286
Georgia	1,674	949	270	160	287	8	266	417
Puerto Rico	103	70	17	11	4	1	10	35
South Carolina	651	391	116	60	81	3	92	234

TABLE 6
ESTIMATED ACTIVE WOMEN PILOTS AND FLIGHT INSTRUCTORS
BY FAA REGION AND STATE
DECEMBER 31, 2020

FAA REGION AND STATE	Total Pilots	Students	Private 1/	Commercial 1/	Airline Transport 1/	Misc. 2/	Flight Instructor 3/	Remote Pilots 3/
Virgin Islands	38	34	2	1	1	0	0	1

TABLE 6
ESTIMATED ACTIVE WOMEN PILOTS AND FLIGHT INSTRUCTORS
BY FAA REGION AND STATE
DECEMBER 31, 2020

FAA REGION AND STATE	Total Pilots	Students	Private 1/	Commercial 1/	Airline Transport 1/	Misc. 2/	Flight Instructor 3/	Remote Pilots 3/
Southwest Region--Total	7,086	4,136	1,358	798	766	28	932	1,920
Arkansas	426	285	90	25	24	2	38	142
Louisiana	413	262	80	39	31	1	46	133
Mississippi	353	242	48	33	29	1	29	100
New Mexico	537	246	168	100	20	3	37	141
Oklahoma	786	530	134	73	46	3	78	180
Texas	4,571	2,571	838	528	616	18	704	1,224
Western-Pacific Region--Total	9,785	5,088	2,047	1,366	1,247	37	1,553	2,304
American Samoa	0	0	0	0	0	0	0	0
Arizona	1,917	883	426	320	281	7	381	383
California	6,494	3,546	1,387	834	702	25	927	1,598
Guam	14	7	2	2	3	0	3	7
Hawaii	551	258	80	101	111	1	97	132
Nevada	808	394	152	108	150	4	145	184
North Mariana Islands	1	0	0	1	0	0	0	0
U.S. Affiliates 6/	1	0	0	1	0	0	0	0
Outside United States and FS Total 8/	2,751	1,169	551	859	171	1	224	119
Armed Forces Personnel 5/	72	55	8	8	1	0	11	4
AA (Americas) ⁵	0	0	0	0	0	0	0	0
AE (Europe and Canada) ⁵	29	23	4	1	1	0	5	2
AP (Pacific) ⁵	43	32	4	7	0	0	6	2
Federated States of Micronesia	0	0	0	0	0	0	0	0
Marshall Islands	0	0	0	0	0	0	0	0
Palau	0	0	0	0	0	0	0	0
Outside United States (Foreign) 7/	2,679	1,114	543	851	170	1	213	115

1/ Includes those with an airplane and/or a helicopter and/or glider certificate.

2/ Includes recreational and sport.

3/ Not included in total.

4/ Includes pilots certified by the FAA, who live outside the 50 states and other U.S. areas, territories, and affiliates.

5/ Military personnel holding civilian certificate and stationed in a foreign country.

6/ Includes Federated States of Micronesia, Marshall Islands, North Mariana Islands and Palau.

7/ Outside United States (Foreign) includes airmen certified by the FAA, who live outside the 50 states and other U.S. areas, territories, and affiliates. Also includes those with unidentifiable addresses.

8/ FS stands for the Fight Standards Region, which includes Armed Forces as explained above (#5), and Federated States of Micronesia, Marshall Islands, and Palau.

TABLE 7
ESTIMATED ACTIVE ROTORCRAFT PILOTS BY CLASS OF CERTIFICATE 1/
as of DECEMBER 31

CLASS OF CERTIFICATE	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
TOTAL	30,532	31,583	32,831	32,962	32,755	33,163	33,292	33,362	33,923	34,252
Private--Total	5,813	5,929	6,422	6,502	6,823	7,036	7,186	7,212	7,504	7,889
Private Helicopter	2,814	2,921	3,317	3,433	3,727	3,859	4,000	3,954	4,167	4,534
Private Helicopter, Private Airplane	1,987	2,001	2,114	2,103	2,131	2,219	2,210	2,239	2,312	2,335
Private Helicopter, Private Airplane, Private Glider	67	70	77	75	71	73	76	77	85	79
Private Helicopter, Commercial Airplane	840	834	817	794	804	789	809	837	840	836
Private Helicopter, Commercial Airplane, Commercial Glider	54	45	43	46	46	53	52	64	62	56
Private Gyroplane	14	18	17	15	11	11	7	9	11	14
Private Gyroplane, Private Airplane	37	40	37	36	33	32	32	32	27	35
Commercial--Total	20,614	21,481	22,257	22,285	21,770	21,990	22,016	22,235	22,588	22,720
Commercial Helicopter	9,043	9,527	9,915	10,077	9,946	9,883	9,793	9,601	9,520	9,417
Commercial Helicopter, Private Airplane	3,593	3,689	3,850	3,842	3,765	3,816	3,909	3,999	4,062	4,083
Commercial Helicopter, Private Glider	2	1	2	2	3	3	5	6	6	7
Commercial Helicopter, Commercial Glider	2	2	1	1	1	2	3	2	3	5
Commercial Helicopter, Private Airplane, Commercial Gyroplane	15	16	14	12	12	14	13	11	15	14
Commercial Helicopter, Private Airplane, Private Glider	17	14	20	25	23	20	22	28	26	26
Commercial Helicopter, Private Airplane, Commercial Glider	16	14	19	18	16	17	16	17	20	21
Commercial Helicopter, Commercial Airplane	7,508	7,802	8,007	7,856	7,586	7,800	7,794	8,112	8,443	8,648
Commercial Helicopter, Commercial Airplane, Private Glider	102	102	102	111	100	106	108	108	116	112
Commercial Helicopter, Commercial Airplane, Commercial Glider	243	241	251	257	250	259	279	281	298	309
Commercial Gyroplane	3	3	2	3	3	2	2	3	3	4
Commercial Helicopter, Commercial Airplane, Commercial Gyroplane	26	25	26	32	22	23	30	30	37	35
Commercial Airplane, Commercial Gyroplane, Commercial Helicopter, Commercial Glider	16	16	18	18	17	16	16	13	16	16
Commercial Helicopter, Commercial Gyroplane	8	10	10	10	7	7	6	6	5	4
Commercial Gyroplane, Commercial Airplane	15	15	14	14	14	14	13	11	10	12
Commercial Gyroplane, Commercial Airplane, Commercial Glider	5	4	6	7	5	8	7	7	8	7
Airline Transport--Total	4,092	4,158	4,137	4,162	4,148	4,128	4,083	3,908	3,823	3,633
Airline Transport Helicopter	1,753	1,775	1,777	1,823	1,824	1,806	1,704	1,541	1,420	1,242
Airline Transport Helicopter, Airline Transport Airplane	2,339	2,383	2,360	2,339	2,324	2,322	2,379	2,367	2,403	2,391
Recreational Helicopter	2	2	2	2	1	0	0	0	0	0
Recreational Gyroplane	0	1	1	2	2	1	1	1	1	1
Rotorcraft Other	13	14	14	11	12	8	6	6	7	9

1/ In addition to pilots certified only for rotorcraft shown in table 1, this table includes pilots certified in multiple categories including helicopters or other rotorcraft.

TABLE 8
ESTIMATED ACTIVE GLIDER PILOTS BY CLASS OF CERTIFICATE 1/
as of DECEMBER 31

CLASS OF CERTIFICATE	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
Total	25,412	24,989	24,463	24,276	23,961	25,751	26,424	27,184	27,950	28,556
Private--Total	14,211	14,085	13,884	13,780	13,610	17,348	17,792	18,200	18,633	18,980
Private Glider	11,009	10,763	10,407	10,272	10,144	13,718	14,029	14,312	14,564	14,733
Private Glider, Private Airplane	2,055	2,165	2,264	2,275	2,253	2,336	2,413	2,494	2,594	2,721
Private Glider, Private Airplane, Private Helicopter	67	70	77	75	71	73	76	77	85	79
Private Glider, Private Airplane, Commercial Helicopter	17	14	20	25	23	20	22	28	26	26
Private Glider, Commercial Airplane	959	970	1,012	1,020	1,016	1,092	1,139	1,175	1,242	1,302
Private Glider, Commercial Airplane, Commercial Helicopter	102	102	102	111	100	106	108	108	116	112
Private Glider, Commercial Helicopter	2	1	2	2	3	3	5	6	6	7
Commercial--Total	7,027	6,977	6,929	6,916	6,849	6,380	6,605	6,925	7,211	7,427
Commercial Glider	4,572	4,457	4,319	4,293	4,348	3,723	3,877	4,013	4,137	4,260
Commercial Glider, Commercial Airplane	1,744	1,810	1,859	1,872	1,785	1,907	1,964	2,134	2,245	2,324
Commercial Glider, Private Airplane	375	388	413	404	381	395	391	394	422	429
Commercial Glider, Private Airplane, Commercial Helicopter	16	14	19	18	16	17	16	17	20	21
Commercial Glider, Commercial Helicopter	2	2	1	1	1	2	3	2	3	5
Commercial Glider, Commercial Airplane, Private Helicopter	54	45	43	46	46	53	52	64	62	56
Commercial Glider, Commercial Airplane, Commercial Helicopter	243	241	251	257	250	259	279	281	298	309
Commercial Glider, Commercial Airplane, Commercial Gyroplane	5	4	6	7	5	8	7	7	8	7
Commercial Glider, Commercial Airplane, Commercial Gyroplane, Commercial Helicopter	16	16	18	18	17	16	16	13	16	16
Commercial Glider, Commercial Balloon	0	0	0	0	0	0	0	0	0	0
Air Transport--Total 2/	4,174	3,927	3,650	3,580	3,502	2,023	2,027	2,059	2,106	2,149

1/ In addition to pilots certified only for gliders shown in table 1, this table includes pilots certified in multiple categories including gliders.

2/ Glider and lighter-than-air pilots are not required to have a medical examination. Beginning with 2002, glider pilots with another rating but no current medical are counted as "Glider (only)".

TABLE 9
ESTIMATED INSTRUMENT RATINGS HELD
BY CLASS OF CERTIFICATE BY FAA REGION
DECEMBER 31, 2020

CLASS OF CERTIFICATE	Total 1/	Alaskan	Central	Eastern	Great Lakes	Northwest Mountain	Southern	South-west	Western-Pacific	Outside U.S. 2/
Total--All Pilots	316,651	3,987	22,004	49,792	40,905	35,874	56,249	41,725	45,421	20,694
Airplane										
Private --Total	47,817	300	3,851	8,670	7,346	4,741	7,549	6,457	7,327	1,576
Private Airplane (only)	46,112	288	3,739	8,374	7,140	4,506	7,291	6,262	6,981	1,531
Private Airplane, Private Glider	760	4	52	156	91	98	107	81	158	13
Private Airplane, Private Gyroplane	17	0	2	1	3	2	4	3	2	0
Private Airplane, Private Helicopter	890	8	55	134	110	129	142	106	178	28
Private Airplane, Private Glider, Private Helicopter	33	0	1	5	2	4	5	4	8	4
Private Airplane-Other	5	0	2	0	0	2	0	1	0	0
Commercial --Total	95,511	1,389	5,900	13,435	11,540	9,813	15,682	11,576	14,869	11,307
Commercial Airplane (only)	81,461	1,171	4,855	10,824	10,090	8,146	13,229	9,751	12,407	10,988
Commercial Airplane, Private Glider	923	19	58	168	116	140	110	116	178	18
Commercial Airplane, Commercial Glider	1,620	25	112	304	240	229	203	182	304	21
Commercial Airplane, Commercial Gyroplane, Commercial Glider	5	0	0	1	2	1	0	1	0	0
Commercial Airplane, Private Helicopter	805	18	55	145	88	97	127	91	138	46
Commercial Airplane, Commercial Glider, Private Helicopter	51	0	1	16	4	8	7	7	7	1
Commercial Airplane, Commercial Helicopter	7,255	106	505	1,459	648	714	1,388	975	1,274	186
Commercial Airplane, Private Glider, Commercial Helicopter	97	2	5	11	17	11	26	7	16	2
Commercial Airplane, Commercial Glider, Commercial Helicopter	226	5	18	46	26	25	38	22	42	4
Commercial Airplane, Commercial Helicopter, Commercial Gyroplane	25	0	3	2	2	2	7	6	2	1
Commercial Airplane, Commercial Gyroplane	15	1	3	2	0	0	3	5	1	0
Commercial Airplane, Commercial Gyroplane, Commercial Helicopter, Commercial Glider	16	0	4	1	1	1	4	1	4	0
Commercial Helicopter, Private Airplane	2,730	39	259	403	275	405	501	378	435	35
Commercial Helicopter, Private Airplane, Private Glider	12	2	0	3	1	0	3	0	3	0
Commercial Helicopter, Private Airplane, Commercial Glider	10	0	2	0	1	1	2	3	1	0
Commercial Glider, Private Airplane	108	0	7	29	13	13	11	8	27	0
Commercial-other	152	1	13	21	16	20	23	23	30	5
Airline Transport --Total	164,193	2,180	11,627	26,470	21,391	19,751	31,583	22,504	21,795	6,892
Airline Transport Airplane (only)	159,426	2,093	11,374	25,470	21,048	19,272	30,613	21,675	21,151	6,730
Airline Transport Airplane, Airline Transport Helicopter	2,339	50	129	498	184	225	504	354	320	75
Airline Transport Airplane-other	2,428	37	124	502	159	254	466	475	324	87
Rotorcraft (only)--Total	9,130	118	626	1,217	628	1,569	1,435	1,188	1,430	919
Private Helicopter	206	2	13	24	15	81	12	13	36	10
Commercial Helicopter	7,163	100	547	922	524	1,296	1,178	874	1,213	509
Commercial Helicopter, Commercial Glider	2	0	0	0	0	1	1	0	0	0
Commercial Helicopter, Private Glider	1	0	0	0	0	0	1	0	0	0
Commercial Helicopter, Commercial Gyroplane	4	0	1	0	1	1	1	0	0	0
Airline Transport Helicopter	1,753	16	65	271	88	190	241	301	181	400
Rotorcraft (Other)	1	0	0	0	0	0	1	0	0	0

1/ Includes Outside U.S. total.

2/ Outside U.S. Includes airmen certified by the FAA, who live outside the 50 states and other U.S. areas, territories, and affiliates.

TABLE 10
ESTIMATED INSTRUMENT RATINGS HELD
as of DECEMBER 31

Class of Certificate	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
Total--All Pilots	316,651	314,168	311,017	306,652	302,572	304,329	306,066	307,120	311,952	314,122
Airplane 1/										
Private --Total	47,817	47,436	47,971	47,491	47,500	48,737	49,716	50,909	52,604	54,117
Private Airplane (only)	46,112	45,664	46,117	45,651	45,672	46,817	47,784	48,984	50,617	52,089
Private Airplane, Private Glider	760	820	864	867	857	906	915	934	977	1,008
Private Airplane, Private Gyroplane	17	17	14	14	11	11	10	9	8	12
Private Airplane, Private Helicopter	890	891	932	918	917	954	958	937	951	960
Private Airplane, Private Glider, Private Helicopter	33	37	39	35	36	41	42	38	45	42
Private Airplane-Other	5	7	5	6	7	8	7	7	6	6
Commercial --Total	95,511	92,319	91,076	89,335	87,304	91,013	93,788	97,198	104,901	108,965
Commercial Airplane (only)	81,461	77,890	76,299	74,728	73,194	76,512	79,102	81,946	89,155	92,938
Commercial Airplane, Private Glider	923	932	970	979	968	1,036	1,079	1,111	1,168	1,220
Commercial Airplane, Commercial Glider	1,620	1,678	1,716	1,714	1,633	1,750	1,801	1,955	2,047	2,119
Commercial Airplane, Commercial Gyroplane, Commercial Glider	5	4	6	6	5	8	7	6	7	6
Commercial Airplane, Private Helicopter	805	797	778	756	765	752	777	804	807	797
Commercial Airplane, Commercial Glider, Private Helicopter	51	42	41	44	44	50	49	60	58	53
Commercial Airplane, Commercial Helicopter	7,255	7,530	7,713	7,553	7,273	7,454	7,445	7,726	8,031	8,216
Commercial Airplane, Private Glider, Commercial Helicopter	97	99	96	104	96	100	103	103	109	106
Commercial Airplane, Commercial Glider, Commercial Helicopter	226	225	233	239	234	244	260	265	280	291
Commercial Airplane, Commercial Helicopter, Commercial Gyroplane	25	24	23	28	18	20	26	26	32	31
Commercial Airplane, Commercial Gyroplane	15	15	14	14	14	14	13	11	10	11
Commercial Airplane, Commercial Gyroplane, Commercial Helicopter, Commercial Glider	16	16	18	18	17	15	15	12	15	15
Commercial Helicopter, Private Airplane	2,730	2,787	2,872	2,860	2,771	2,776	2,834	2,875	2,882	2,866
Commercial Helicopter, Private Airplane, Private Glider	12	9	14	19	17	16	16	20	17	18
Commercial Helicopter, Private Airplane, Commercial Glider	10	9	13	12	11	12	12	12	14	13
Commercial-other	260	262	270	261	244	254	249	266	269	265
Airline Transport --Total	164,193	164,947	162,145	159,825	157,894	154,730	152,933	149,824	145,590	142,511
Airline Transport Airplane (only)	159,426	160,117	157,270	154,942	153,024	149,957	148,156	145,128	140,958	137,967
Airline Transport Airplane, Airline Transport Helicopter	2,339	2,383	2,360	2,339	2,324	2,322	2,379	2,367	2,403	2,391
Airline Transport Airplane-other	2,428	2,447	2,515	2,544	2,546	2,451	2,398	2,329	2,229	2,153
Rotorcraft (only)--Total	9,130	9,466	9,825	10,001	9,874	9,849	9,629	9,189	8,857	8,529
Private Helicopter (only)	206	195	269	309	341	400	392	331	315	362
Commercial Helicopter (only)	7,163	7,486	7,768	7,857	7,701	7,636	7,524	7,309	7,113	6,915
Commercial Helicopter, Private Glider	1	1	2	2	2	2	4	4	4	5
Commercial Helicopter, Commercial Glider	2	2	1	1	1	1	2	1	2	3
Commercial Helicopter, Commercial Gyroplane	4	5	6	7	4	3	2	2	2	1
Airline Transport Helicopter (only)	1,753	1,775	1,777	1,823	1,824	1,806	1,704	1,541	1,420	1,242
Rotorcraft (Other)	1	2	2	2	1	1	1	1	1	1

1/ Prior to 1995, these pilots were categorized as private, commercial, or airline transport, based on their airplane certificate. In 1995 and after, they are categorized based on their highest certificate. For example, if a pilot holds a private certificate and a commercial helicopter certificate, prior 1995, the pilot would be categorized as private; 1995 and after as commercial.

TABLE 11
ESTIMATED TOTAL PILOTS AND INSTRUMENT RATED PILOTS
as of DECEMBER 31

Calendar Year	Total Number 1/	Instrument Rated Pilots	
		Number	Percent of Total
2020	462,314	316,651	68%
2019	460,306	314,168	68%
2018	459,123	311,017	68%
2017	453,935	306,652	68%
2016	449,797	302,572	67%
2015	461,638	304,329	66%
2014	467,576	306,066	65%
2013	473,739	307,120	65%
2012	485,919	311,952	64%
2011	494,178	314,122	64%
2010	504,575	318,001	63%
2009	518,523	323,495	62%
2008	529,882	325,247	61%
2007	503,740	309,865	62%
2006	511,065	309,333	61%
2005	522,112	311,828	60%
2004	530,432	313,545	59%
2003	537,405	315,413	59%

1/ Excludes student, sport, and recreational pilots.

TABLE 12
ESTIMATED ACTIVE PILOT CERTIFICATES HELD
BY CATEGORY AND AGE GROUP OF HOLDER
as of December 31, 2020

Age Group	Type of Pilot Certificates							Flight Instructor 2/	Remote Pilot 2/
	Total	Student	Sport	Recreational	Private 1/	Commercial 1/	Airline Transport 1/	CFI 3/	
Total	691,689	222,629	6,643	107	172,945	119,245	170,120	117,558	206,322
14-15	561	561	0	0	0	0	0	0	0
16-19	23,288	17,601	17	0	5,299	371	0	115	2,421
20-24	72,979	39,659	88	5	18,069	14,109	1,049	6,386	13,755
25-29	84,166	45,173	160	9	14,051	18,625	6,148	10,448	25,523
30-34	71,896	34,746	255	6	13,159	12,779	10,951	12,042	29,666
35-39	65,123	24,157	308	3	12,841	10,478	17,336	13,824	28,846
40-44	56,103	17,272	307	4	11,972	7,990	18,558	12,345	24,080
45-49	49,029	10,880	386	5	10,872	6,710	20,176	11,249	20,924
50-54	55,326	9,912	552	8	13,271	7,478	24,105	11,557	18,713
55-59	59,746	8,610	837	6	16,461	8,197	25,635	10,494	15,993
60-64	56,318	6,208	1,056	23	18,541	8,411	22,079	9,161	12,201
65-69	41,732	3,963	1,051	17	17,030	8,166	11,505	7,864	8,124
70-74	28,758	2,395	829	13	11,652	7,243	6,626	6,266	4,120
75-79	16,537	1,042	485	6	6,313	5,023	3,668	3,627	1,466
80 and over	10,127	450	312	2	3,414	3,665	2,284	2,180	490

1/ Includes pilots with an airplane and/or a helicopter and/or a glider and/or a gyroplane certificate.

Pilots with multiple ratings will be reported under highest rating. For example a pilot with a private helicopter and commercial airplane certificates will be reported in the commercial category.

2/ Not included in total active pilots.

3/ Certified Flight Instructor

TABLE 12a
ESTIMATED ACTIVE WOMEN PILOT CERTIFICATES HELD
BY CATEGORY AND AGE GROUP OF HOLDER
as of December 31, 2019

Age Group	Type of Pilot Certificates							Flight Instructor 2/	Remote Pilot 2/
	Total	Student	Sport	Recreational	Private 1/	Commercial 1/	Airline Transport 1/	CFI 3/	
Total	58,541	31,687	259	6	11,316	7,724	7,549	8,592	14,882
14-15	146	146	0	0	0	0	0	0	0
16-19	4,276	3,416	2	0	804	54	0	21	276
20-24	10,146	6,455	10	0	2,149	1,426	106	831	1,523
25-29	10,480	6,771	21	1	1,526	1,677	484	1,145	2,870
30-34	7,686	4,715	21	0	1,167	1,075	708	1,075	2,350
35-39	5,645	3,058	20	0	851	748	968	1,069	1,974
40-44	4,270	2,081	10	1	620	509	1,049	971	1,489
45-49	3,227	1,317	7	0	527	323	1,053	858	1,131
50-54	3,349	1,253	14	0	623	346	1,113	795	1,183
55-59	3,206	1,081	30	0	748	354	993	616	1,052
60-64	2,589	693	51	2	846	354	643	500	616
65-69	1,816	402	40	1	729	369	275	374	281
70-74	1,038	205	14	0	447	281	91	199	102
75-79	464	68	12	0	206	134	44	88	23
80 and over	203	26	7	1	73	74	22	50	12

1/ Includes pilots with an airplane and/or a helicopter and/or a glider and/or a gyroplane certificate.

Pilots with multiple ratings will be reported under highest rating. For example a pilot with a private helicopter and commercial airplane certificates will be reported in the commercial category.

2/ Not included in total active pilots.

3/ Certified Flight Instructor

TABLE 13
AVERAGE AGE OF ACTIVE PILOTS BY CATEGORY
as of DECEMBER 31

Calendar Year	Type of Pilot Certificates							Flight Instructor	Remote Pilot
	Total 1/	Student 3/	Sport	Recreational	Private 2/	Commercial 2/	Airline Transport 2/	CFI	
2020	43.9	34.1	59.1	56.0	48.0	45.3	51.2	47.4	42.0
2019	44.2	33.5	58.5	52.0	48.3	45.9	50.8	47.7	41.9
2018	44.9	33.1	57.9	50.0	49.0	46.3	51.0	48.2	42.1
2017	44.9	32.5	57.1	49.0	48.9	46.2	50.6	48.0	41.9
2016	44.9	31.7	56.4	44.0	48.4	46.0	50.2	48.0	42.7
2015	44.8	31.4	56.2	44.6	48.5	45.6	49.9	47.8	N/Ap
2014	44.8	31.5	55.8	43.1	48.5	45.5	49.8	47.7	N/Ap
2013	44.8	31.5	55.2	44.8	48.5	45.4	49.7	47.5	N/Ap
2012	44.7	31.5	54.7	47.8	48.3	44.8	49.9	47.2	N/Ap
2011	44.4	31.4	54.4	48.8	47.9	44.4	49.7	46.8	N/Ap
2010	44.2	31.4	53.8	50.8	47.6	44.2	49.4	46.4	N/Ap
2009	45.3	33.5	53.5	50.4	47.1	44.2	48.9	46.0	N/Ap
2008	45.1	33.6	53.2	50.1	46.9	44.8	48.5	45.8	N/Ap
2007	45.7	34.0	52.9	52.4	48.0	46.1	48.3	45.5	N/Ap
2006	45.6	34.4	52.9	51.5	47.7	46.1	48.1	45.2	N/Ap
2005	45.5	34.6	53.2	50.9	47.4	46.0	47.8	44.9	N/Ap
2004	45.1	34.2	N/Ap	51.3	47.0	45.9	47.5	44.6	N/Ap
2003	44.7	34.0	N/Ap	51.5	46.5	45.6	47.0	44.4	N/Ap
2002	44.4	33.7	N/Ap	51.0	46.2	45.5	46.6	44.2	N/Ap
2001	44.0	33.3	N/Ap	50.8	46.0	45.0	46.0	44.2	N/Ap

1/ Includes helicopter (only) and glider (only).

2/ Includes pilots with an airplane and/or a helicopter and/or a glider and/or a gyroplane certificate.

Pilots with multiple ratings will be reported under highest rating. For example a pilot with a private helicopter and commercial airplane certificates will be reported in the commercial category.

3/ In July 2010, the FAA issued a rule that increased the duration of validity for student pilot certificates for pilots under the age of 40 from 36 to 60 months.

Starting in April 2016, there is no expiration date on the new student pilot certificates, which causes a cumulative increase in this category of pilots.

N/Ap Not applicable. Sport certificate first issued in 2005. Remote pilot certificate first issued in 2016.

TABLE 13a
AVERAGE AGE OF ACTIVE WOMEN PILOTS BY CATEGORY
 as of DECEMBER 31

Calendar Year	Type of Pilot Certificates							Flight Instructor	Remote Pilot
	Total 1/	Student 3/	Sport	Recreational	Private 2/	Commercial 2/	Airline Transport 2/	CFI	
2020	36.4	32.1	53.0	57.0	39.9	38.5	46.6	42.1	38.1
2019	36.8	31.7	52.5	49.0	40.9	39.5	46.2	42.8	38.2
2018	37.5	31.4	51.8	41.0	42.3	40.5	46.4	43.7	38.6
2017	37.7	30.9	51.1	39.0	42.9	40.7	46.0	43.7	39.0
2016	38.0	30.4	50.4	37.0	43.1	40.8	45.6	43.7	40.5
2015	38.9	30.1	50.0	40.0	44.6	41.7	45.6	43.5	N/Ap
2014	38.9	30.2	49.7	40.0	44.6	41.6	45.2	43.2	N/Ap
2013	39.0	30.4	48.9	39.4	44.9	41.4	45.0	43.0	N/Ap
2012	38.9	30.6	49.4	41.7	44.7	40.5	45.1	42.5	N/Ap
2011	38.7	30.7	49.8	38.3	44.4	39.8	44.9	42.0	N/Ap
2010	38.5	30.7	49.7	46.5	44.0	39.4	44.3	41.5	N/Ap

1/ Includes helicopter (only) and glider (only).

2/ Includes pilots with an airplane and/or a helicopter and/or a glider and/or a gyroplane certificate.

Pilots with multiple ratings will be reported under highest rating. For example a pilot with a private helicopter and commercial airplane certificates will be reported in the commercial category.

3/ In July 2010, the FAA issued a rule that increased the duration of validity for student pilot certificates for pilots under the age of 40 from 36 to 60 months.

Starting in April 2016, there is no expiration date on the new student pilot certificates, which causes a cumulative increase in this category of pilots.

N/Ap Not applicable. Remote pilot certificate first issued in 2016.

TABLE 14
NON PILOT AIRMEN CERTIFICATES HELD
BY FAA REGION AND STATE
DECEMBER 31, 2020 1/

FAA REGION AND STATE	Total Non Pilot Airmen	Ground Instructor	Flight Engineer	Mechanic	Repair men	Parachute Rigger	Dispatcher	Flight Navigator	Flight Attendant
Total 2/	724,307	71,991	30,196	306,301	36,741	7,014	23,286	36	248,742
United States--Total	690,808	68,253	30,063	285,504	36,672	6,531	18,614	35	245,136
Alaskan Region--Total	6,472	759	520	3,505	312	90	321	0	965
Central Region--Total	44,679	5,010	2,706	21,812	3,204	405	1,365	1	10,176
Iowa	2,764	439	86	1,325	381	39	28	0	466
Kansas	7,007	823	120	4,356	967	55	67	0	619
Kentucky	7,446	739	665	3,192	333	42	359	0	2,116
Missouri	10,214	1,106	344	4,950	536	107	168	0	3,003
Nebraska	2,421	285	75	1,300	403	33	40	0	285
Tennessee	14,827	1,618	1,416	6,689	584	129	703	1	3,687
Eastern Region--Total	119,442	11,817	4,594	47,055	5,227	1,443	2,795	9	46,502
Connecticut	5,081	525	244	2,337	778	46	124	0	1,027
Delaware	1,825	197	62	887	99	12	36	0	532
District of Columbia	552	47	12	77	3	1	16	0	396
Maine	1,716	229	95	730	222	26	45	1	368
Maryland	7,598	839	264	2,775	186	70	228	0	3,236
Massachusetts	7,891	813	271	2,937	456	73	141	0	3,200
New Hampshire	2,959	512	363	1,048	152	29	66	1	788
New Jersey	11,714	1,051	406	4,131	301	65	310	1	5,449
New York	25,455	1,747	391	9,551	772	157	841	1	11,995
North Carolina	19,826	1,898	816	8,310	858	401	282	0	7,261
Pennsylvania	16,681	1,904	729	7,209	707	187	350	1	5,594
Rhode Island	853	89	36	247	64	13	14	0	390
Vermont	672	95	48	304	78	12	15	1	119
Virginia	14,536	1,682	822	5,204	381	342	298	3	5,804
West Virginia	2,083	189	35	1,308	170	9	29	0	343
Great Lakes Region--Total	97,397	9,499	3,980	36,918	5,847	616	3,164	2	37,371
Illinois	25,362	2,187	910	7,233	990	137	1,018	0	12,887
Indiana	11,504	1,086	507	5,913	662	90	366	0	2,880
Michigan	16,684	1,769	587	6,680	1,096	96	337	0	6,119
Minnesota	14,976	1,269	883	4,947	548	61	507	0	6,761
North Dakota	1,019	113	33	628	75	11	15	0	144
Ohio	18,177	1,912	623	7,363	1,540	122	732	0	5,885
South Dakota	1,178	201	54	658	108	21	16	0	120
Wisconsin	8,497	962	383	3,496	828	78	173	2	2,575
Northwest Mountain Region--Total	69,302	8,292	3,560	26,921	4,046	967	1,800	8	23,708
Colorado	19,892	2,669	1,370	6,414	772	182	629	3	7,853
Idaho	4,125	464	140	2,016	360	208	57	0	880
Montana	2,604	383	111	1,367	213	137	71	0	322
Oregon	7,936	1,064	172	3,233	669	140	108	1	2,549
Utah	7,805	955	449	2,238	403	75	335	0	3,350
Washington	25,844	2,593	1,244	11,095	1,530	206	572	4	8,600
Wyoming	1,096	164	74	558	99	19	28	0	154
Southern Region--Total	135,083	12,256	6,838	56,747	6,404	1,001	3,269	8	48,560
Alabama	10,232	826	238	6,974	768	106	75	1	1,244
Florida	74,223	7,939	4,139	28,950	3,676	625	1,866	6	27,022
Georgia	40,247	2,505	1,985	15,788	1,372	186	1,157	1	17,253
Puerto Rico	2,184	172	22	833	198	21	47	0	891
South Carolina	8,061	801	446	4,132	389	63	118	0	2,112
Virgin Islands	136	13	8	70	1	0	6	0	38

TABLE 14
NON PILOT AIRMEN CERTIFICATES HELD
BY FAA REGION AND STATE
DECEMBER 31, 2020 1/

FAA REGION AND STATE	Total Non Pilot Airmen	Ground Instructor	Flight Engineer	Mechanic	Repair men	Parachute Rigger	Dispatcher	Flight Navigator	Flight Attendant
Southwest Region--Total	106,173	9,485	4,060	50,322	5,570	707	3,867	2	32,160
Arkansas	4,310	433	105	2,539	430	46	55	0	702
Louisiana	5,655	446	140	3,056	428	34	65	1	1,485
Mississippi	3,899	338	188	2,192	214	31	131	0	805
New Mexico	3,381	430	63	1,536	229	65	57	0	1,001
Oklahoma	14,154	865	173	10,609	1,179	80	135	0	1,113
Texas	74,774	6,973	3,391	30,390	3,090	451	3,424	1	27,054
Western-Pacific Region--Total	111,470	11,073	3,803	41,612	6,059	1,266	1,993	5	45,659
American Samoa	24	0	0	9	0	0	1	0	14
Arizona	25,036	2,849	775	9,261	1,628	354	505	1	9,663
California	67,898	6,648	2,238	27,015	4,012	724	980	4	26,277
Guam	721	41	24	234	6	11	12	0	393
Hawaii	7,607	420	215	1,915	85	64	236	0	4,672
Nevada	10,123	1,115	551	3,167	314	113	258	0	4,605
North Mariana Islands	61	0	0	11	14	0	1	0	35
U.S. Affiliates 4/	78	0	0	21	14	0	1	0	42
Outside United States and FS Total 6/	34,289	3,800	135	21,409	72	519	4,712	1	3,641
Armed Forces 3/	773	62	2	602	3	36	40	0	28
AA (Americas) ³	26	1	1	23	0	0	0	0	1
AE (Europe and Canada) ³	461	33	1	354	2	24	31	0	16
AP (Pacific) ³	286	28	0	225	1	12	9	0	11
Federated States of Micronesia	4	0	0	4	0	0	0	0	0
Marshall Islands	3	0	0	3	0	0	0	0	0
Palau	10	0	0	3	0	0	0	0	7
Outside United States 5/	33,499	3,738	133	20,797	69	483	4,672	1	3,606

NOTE: Flight attendant data first available from Registry in 2005.

1/ Data for flight engineers and flight navigators represent total active ratings held. Data for dispatchers, mechanics, repairmen parachute riggers and ground instructors represent total ratings issued to date. These ratings retain their validity and have been limited to those held by persons under 70 years of age.

2/ Includes Outside U. S.

3/ Military personnel holding civilian certificate and stationed in a foreign country.

4/ Includes Federated States of Micronesia, Marshall Islands, North Mariana Islands and Palau.

5/ Outside U.S. includes airmen certified by the FAA, who live outside the 50 states and other U.S. areas, territories, and affiliates.

6/ FS stands for the Fight Standards Region, which includes Armed Forces as explained above (#3), and Federated States of Micronesia, Marshall Islands, and Palau.

TABLE 15
WOMEN NON PILOT AIRMEN CERTIFICATES HELD
BY FAA REGION AND STATE
DECEMBER 31, 2020 1/

FAA REGION AND STATE	Total Non Pilot Airmen	Ground Instructor	Flight Engineer	Mechanic	Repair men	Parachute Rigger	Dispatcher	Flight Navigator	Flight Attendant
Total 2/	218,964	5,603	1,307	7,860	1,995	711	4,586	0	196,902
United States--Total	214,685	5,311	1,304	7,649	1,993	646	3,737	0	194,045
Alaskan Region--Total	1,209	76	32	111	9	7	116	0	858
Central Region--Total	10,134	359	109	564	199	33	265	0	8,605
Iowa	468	21	2	27	24	1	3	0	390
Kansas	823	59	5	129	97	5	16	0	512
Kentucky	2,069	58	33	90	23	2	57	0	1,806
Missouri	2,755	75	13	90	25	12	35	0	2,505
Nebraska	314	24	2	16	12	3	9	0	248
Tennessee	3,705	122	54	212	18	10	145	0	3,144
Eastern Region--Total	38,953	865	220	1,201	317	153	578	0	35,619
Connecticut	1,051	38	13	53	68	5	26	0	848
Delaware	459	20	5	15	4	1	10	0	404
District of Columbia	225	6	1	6	0	0	3	0	209
Maine	367	19	4	11	25	2	9	0	297
Maryland	2,780	64	9	62	3	9	53	0	2,580
Massachusetts	2,648	58	8	71	28	11	32	0	2,440
New Hampshire	769	40	18	27	16	4	14	0	650
New Jersey	4,274	67	21	64	18	8	62	0	4,034
New York	9,259	124	24	387	49	21	195	0	8,459
North Carolina	6,395	143	25	178	43	41	43	0	5,922
Pennsylvania	4,738	126	29	143	28	22	58	0	4,332
Rhode Island	314	5	3	3	3	2	4	0	294
Vermont	124	7	5	9	6	2	3	0	92
Virginia	5,219	133	51	145	14	23	64	0	4,789
West Virginia	331	15	4	27	12	2	2	0	269
Great Lakes Region--Total	33,385	715	199	882	376	67	645	0	30,501
Illinois	10,764	168	62	163	64	19	195	0	10,093
Indiana	2,785	88	29	162	29	9	76	0	2,392
Michigan	5,594	133	19	194	79	11	95	0	5,063
Minnesota	6,075	90	41	95	25	2	95	0	5,727
North Dakota	139	4	2	4	4	1	2	0	122
Ohio	5,431	136	17	181	135	12	143	0	4,807
South Dakota	133	15	1	14	6	2	3	0	92
Wisconsin	2,464	81	28	69	34	11	36	0	2,205
Northwest Mountain Region--Total	22,237	803	206	823	150	77	417	0	19,761
Colorado	7,363	299	100	177	21	17	140	0	6,609
Idaho	868	39	1	59	2	14	13	0	740
Montana	393	28	6	41	5	10	16	0	287
Oregon	2,381	115	14	96	15	17	27	0	2,097
Utah	2,967	64	11	54	16	3	84	0	2,735
Washington	8,091	244	67	383	88	14	132	0	7,163
Wyoming	174	14	7	13	3	2	5	0	130
Southern Region--Total	40,364	828	208	1,463	333	87	545	0	36,900
Alabama	1,508	42	4	337	55	9	11	0	1,050
Florida	21,358	562	168	624	141	61	276	0	19,526
Georgia	14,986	168	31	387	101	12	219	0	14,068
Puerto Rico	557	3	0	13	8	0	18	0	515
South Carolina	1,923	53	5	101	28	5	19	0	1,712
Virgin Islands	32	0	0	1	0	0	2	0	29

TABLE 15
WOMEN NON PILOT AIRMEN CERTIFICATES HELD
BY FAA REGION AND STATE
DECEMBER 31, 2020 1/

FAA REGION AND STATE	Total Non Pilot Airmen	Ground Instructor	Flight Engineer	Mechanic	Repair men	Parachute Rigger	Dispatcher	Flight Navigator	Flight Attendant
Southwest Region--Total	29,299	630	129	1,451	256	64	750	0	26,019
Arkansas	700	24	3	55	15	3	6	0	594
Louisiana	1,344	30	2	51	15	3	10	0	1,233
Mississippi	794	17	9	42	11	1	30	0	684
New Mexico	836	39	1	60	10	3	10	0	713
Oklahoma	1,570	57	0	476	63	3	34	0	937
Texas	24,055	463	114	767	142	51	660	0	21,858
Western-Pacific Region--Total	39,047	1,027	201	1,146	353	156	415	0	35,749
American Samoa	13	0	0	0	0	0	1	0	12
Arizona	8,505	248	39	236	82	49	83	0	7,768
California	22,982	628	119	765	251	87	218	0	20,914
Guam	326	2	1	6	0	1	1	0	315
Hawaii	3,548	52	13	57	5	7	55	0	3,359
Nevada	3,648	97	29	82	15	12	57	0	3,356
North Mariana Islands	25	0	0	0	0	0	0	0	25
U.S. Affiliates 4/	31	0	0	0	0	0	0	0	31
Outside United States and FS Total 6/	4,336	300	3	219	2	67	855	0	2,890
Armed Forces 3/	51	8	0	8	0	2	6	0	27
AA (Americas) ³	1	0	0	0	0	0	0	0	1
AE (Europe and Canada) ³	28	4	0	5	0	1	3	0	15
AP (Pacific) ³	22	4	0	3	0	1	3	0	11
Federated States of Micronesia	0	0	0	0	0	0	0	0	0
Marshall Islands	0	0	0	0	0	0	0	0	0
Palau	6	0	0	0	0	0	0	0	6
Outside United States 5/	4,279	292	3	211	2	65	849	0	2,857

NOTE: Flight attendant data first available from Registry in 2005.

- 1/ Data for flight engineers and flight navigators represent total active ratings held. Data for dispatchers, mechanics, repairmen parachute riggers and ground instructors represent total ratings issued to date. These ratings retain their validity and have been limited to those held by persons under 70 years of age.
- 2/ Includes Outside U. S.
- 3/ Military personnel holding civilian certificate and stationed in a foreign country.
- 4/ Includes Federated States of Micronesia, Marshall Islands, North Mariana Islands and Palau.
- 5/ Outside U.S. includes airmen certified by the FAA, who live outside the 50 states and other U.S. areas, territories, and affiliates.
- 6/ FS stands for the Flight Standards Region, which includes Armed Forces as explained above (#3), and Federated States of Micronesia, Marshall Islands, and Palau.

Table 16
AIRMEN CERTIFICATES ISSUED BY CATEGORY AND CONDUCTOR
Calendar Year 2020

Category of Certificates	Total Certificates Issued	Original Issuances				Additional Ratings				Original Issues by CFI
		Total	Examiner	Inspector	No Test	Total	Examiner	Inspector	No Test	
Pilot--Total	142,992	45,828	39,283	381	6,164	47,817	41,232	486	6,099	49,347
Student	49,933	586	359	226	1	0	0	0	0	49,347
Recreational	8	7	7	0	0	1	1	0	0	N/Ap
Sport Pilot	309	284	284	0	0	25	25	0	0	N/Ap
Airplane										
Private	41,183	24,155	22,059	27	2,069	17,028	14,622	17	2,389	N/Ap
Commercial	27,605	14,442	11,231	29	3,182	13,163	10,646	46	2,471	N/Ap
Airline Transport	21,153	4,056	3,951	82	23	17,097	15,551	416	1,130	N/Ap
Rotorcraft (only)	2,605	2,103	1,200	16	887	502	386	7	109	N/Ap
Glider (only)	196	195	192	1	2	1	1	0	0	N/Ap
Flight Instructor Certificates*	15,913	7,668	6,183	54	1,431	8,245	7,763	38	444	N/Ap
Remote Pilot Certificates*	46,089	1,315	431	884	0	0	0	0	0	44,774
Non Pilot--Total	13,583	10,510	6,173	69	4,268	3,073	2,688	8	377	N/Ap
Mechanic	7,871	5,205	5,186	7	12	2,666	2,658	4	4	N/Ap
Control Tower Operator	163	157	157	0	0	6	6	0	0	N/Ap
Repairman	2,062	2,046	0	0	2,046	16	0	2	14	N/Ap
Repairman Light Sport Aircraft	159	151	0	0	151	8	0	0	8	N/Ap
Parachute Rigger	248	224	178	18	28	24	23	1	0	N/Ap
Ground Instructor	2,378	2,027	2	0	2,025	351	0	0	351	N/Ap
Dispatcher	682	680	633	41	6	2	1	1	0	N/Ap
Authorized Aircraft Instructor	0	0	0	0	0	0	0	0	0	N/Ap
Flight Navigator	0	0	0	0	0	0	0	0	0	N/Ap
Flight Engineer	20	20	17	3	0	0	0	0	0	N/Ap

* Not Included in Total

Note: Additional ratings are entered on current airman certificates as follows:

Private, commercial, and airline transport pilot--aircraft category, class, and type instrument rating.

Helicopter pilot--instrument and type ratings.

Flight instructor--ratings for each aircraft category in which the holder is qualified, and instrument flying instructions.

Mechanic--airframe and power plant ratings.

Parachute rigger--senior or master rigger--senior or master rigger ratings.

Ground instructor--ratings for each subject in which the holder is qualified to give instruction.

N/Ap Not Applicable.

TABLE 17
ORIGINAL AIRMEN CERTIFICATES ISSUED BY CATEGORY
CALENDAR YEARS 2011 - 2020

Category of Certificates	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010
Pilot--Total	95,175	95,638	86,936	74,130	76,978	84,905	89,022	85,353	91,618	91,081	85,576
Student	49,933	48,477	45,354	38,401	36,712	49,062	49,261	49,566	56,348	57,168	56,008
Recreational	7	3	8	10	48	29	38	54	52	51	37
Sport	284	256	313	308	496	399	427	420	528	482	518
Airplane											
Private	24,155	23,756	20,730	17,752	17,082	16,473	17,795	15,776	16,571	16,802	14,977
Commercial	14,442	14,179	12,198	10,506	10,191	9,211	9,803	8,140	8,651	8,559	8,056
Airline Transport	4,056	6,690	5,795	4,449	9,520	6,544	7,749	8,346	6,396	4,677	3,072
Rotorcraft (only)	2,103	2,107	2,367	2,552	2,759	2,999	3,754	2,888	2,892	3,123	2,686
Glider (only)	195	170	171	152	170	188	195	163	180	219	222
Flight Instructor Certificates 1/	7,668	7,973	6,327	5,310	5,043	4,544	4,987	3,723	4,116	4,097	4,486
Instrument Ratings 2/	15,182	14,852	13,020	11,443	11,020	10,103	11,290	9,318	9,643	9,555	8,828
Remote Pilot Certificates 6/	46,089	45,673	45,440	48,854	20,362	N/Ap	N/Ap	N/Ap	N/Ap	N/Ap	N/Ap
Non Pilot--Total	10,510	13,340	12,569	11,931	11,965	12,442	13,971	12,018	12,701	12,798	11,741
Mechanic	5,205	7,360	6,710	6,398	5,856	6,366	7,216	6,316	6,662	6,499	5,744
Control Tower Operator 3/	157	149	168	249	582	708	975	1,067	1,106	1,238	1,181
Repairman 4/	2,046	2,605	2,665	2,468	2,602	2,675	2,912	2,472	2,681	2,719	2,465
Repairman Light Sport Aircraft 5/	151	165	164	171	142	187	206	147	227	251	271
Parachute Rigger	224	342	304	372	439	396	419	246	220	246	210
Ground Instructor	2,027	1,795	1,575	1,353	1,256	1,160	1,228	947	1,006	927	1,148
Dispatcher	680	902	960	897	1,059	922	987	808	745	840	664
Authorized Aircraft Instr.	0	0	0	0	0	0	0	0	0	0	0
Flight Navigator	0	0	0	0	0	0	1	1	0	0	1
Flight Engineer	20	22	23	23	29	28	27	14	54	78	57

Note: In previous releases all instrument ratings had been shown as additional. Total instrument ratings issued can be found in table 21.

Student certificates issued were estimated until April 2016. They included those with a medical certification (Table 22), as well as those from Table 16 that did not require a medical examination. Until then, Table 22 data displayed combined FAA Medical Certificate and Student Pilot Certificates issued, nearly all obtained through the Medical Certification System. As such, the numbers included both first time applications and renewals. Student medical certifications remained valid for 24 calendar months for pilots age 40 or older, and for 60 months for pilots under the age of 40 (36 months for the latter until the July 2010 rule).

As of April 2016, combined medical certificate and pilot certificates are no longer issued, and there is no expiration date on the new student pilot certificates. Designated examiners, FAA inspectors, and Certified Flight Instructors (CFIs) process student pilot certificates, and FAA issues the certificate.

1/ Not included in total.

2/ Special ratings shown on pilot certificates represented above; not included in total.

3/ Prior to 2001 Control Tower Operators were not included.

4/ Prior to 1995, repairmen were included with mechanics.

5/ First reported in 2005.

6/ Started in August 2016. Not included in pilot totals. The number includes applications signed by CFI.

N/Ap Not Applicable

TABLE 18
ADDITIONAL AIRMEN CERTIFICATES ISSUED BY CATEGORY
CALENDAR YEARS 2011 - 2020

Category of Certificates	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010
Pilot--Total	47,817	51,296	49,880	44,545	43,016	40,227	40,822	32,216	33,731	35,329	29,606
Student 1/	0	0	1	0	174	590	698	676	694	857	1,057
Recreational	1	0	0	0	0	0	0	0	0	0	0
Sport	25	24	41	36	22	29	28	8	2	1	0
Airplane											
Private	17,028	15,922	13,989	12,555	11,900	11,067	11,396	10,098	10,720	10,703	10,260
Commercial	13,163	14,070	13,089	10,508	9,564	8,348	8,840	7,922	9,341	10,027	7,778
Airline Transport	17,097	20,762	22,122	20,723	20,747	19,823	19,481	13,288	12,768	13,694	10,890
Rotorcraft (only)	502	518	636	721	782	957	1,072	899	900	894	670
Glider (only)	1	0	3	2	1	3	5	1	0	10	8
Flight Instructor Certificates 1/	8,245	7,475	5,895	4,943	4,542	4,231	4,501	3,723	4,323	4,417	4,595
Instrument Ratings 2/	16,450	15,892	13,793	11,372	10,786	10,070	10,243	8,900	9,192	9,122	8,775
Non Pilot--Total	3,073	3,972	3,604	3,364	2,896	2,839	3,159	2,848	2,988	3,305	2,614
Mechanic	2,666	3,616	3,244	3,039	2,544	2,541	2,850	2,556	2,625	2,835	2,151
Control Tower Operator 3/	6	6	11	6	10	9	26	15	33	124	76
Repairman 4/	16	24	31	38	47	42	40	51	88	105	81
Repairman Light Sport Aircraft 5/	8	4	8	14	10	15	8	13	9	19	30
Parachute Rigger	24	17	35	22	41	38	28	28	29	29	19
Ground Instructor	351	301	273	242	240	192	202	181	190	181	242
Dispatcher	2	2	0	2	3	1	5	1	9	3	9
Authorized Aircraft Instr.	0	0	0	0	0	0	0	0	0	0	0
Flight Navigator	0	0	0	0	0	0	0	0	0	0	0
Flight Engineer	0	2	2	1	1	1	0	3	5	9	6

1/ Not included in total.

2/ Special ratings shown on pilot certificates represented above; not included in total.

3/ Prior to 2001 Control Tower Operators were not included.

4/ Prior to 1995, repairmen were included with mechanics.

5/ First reported in 2005.

Note: Additional ratings are entered on current airman certificates as follows:

Private, commercial, and airline transport pilot--aircraft category, class, and type instrument rating.

Helicopter pilot--instrument and type ratings.

Flight instructor--ratings for each aircraft category in which the holder is qualified, and instrument flying instructions.

Mechanic--airframe and power plant ratings.

Parachute rigger--senior or master rigger--senior or master rigger ratings.

TABLE 19
ORIGINAL AIRMEN CERTIFICATES APPROVED/DISAPPROVED BY CATEGORY AND CONDUCTOR
CALENDAR YEAR 2020

Category of Certificates	Examiner				Inspector			
	Approved	Disapproved	Total	Percent Approved	Approved	Disapproved	Total	Percent Approved
Pilot--Total	39,283	10,061	49,344	79.6%	381	47	428	89.0%
Student	359	0	359	100.0%	226	0	226	100.0%
Recreational	7	2	9	77.8%	0	0	0	N/A
Sport	284	27	311	91.3%	0	0	0	N/A
Airplane								
Private	22,059	6,556	28,615	77.1%	27	20	47	57.4%
Commercial	11,231	2,982	14,213	79.0%	29	9	38	76.3%
Airline Transport	3,951	426	4,377	90.3%	82	17	99	82.8%
Rotorcraft (only)	1,200	62	1,262	95.1%	16	1	17	94.1%
Glider (only)	192	6	198	97.0%	1	0	1	100.0%
Flight Instructor Certificates*	6,183	1,885	8,068	76.6%	54	7	61	88.5%
Remote Pilot Certificates*	431	0	431	100.0%	884	0	884	100.0%
Non Pilot--Total	6,173	2,211	8,384	73.6%	69	0	69	100.0%
Mechanic	5,186	2,177	7,363	70.4%	7	0	7	100.0%
Control Tower Operator	157	0	157	100.0%	0	0	0	N/A
Repairman	0	0	0	N/A	0	0	0	N/A
Repairman Light Sport Arcft	0	0	0	N/A	0	0	0	N/A
Parachute Rigger	178	3	181	98.3%	18	0	18	100.0%
Authorized Aircraft Instr.	0	0	0	N/A	0	0	0	N/A
Ground Instructor	2	0	2	100.0%	0	0	0	N/A
Dispatcher	633	31	664	95.3%	41	0	41	100.0%
Flight Navigator	0	0	0	N/A	0	0	0	N/A
Flight Engineer	17	0	17	100.0%	3	0	3	100.0%

* Not included in Total

N/A--Not applicable

TABLE 20
ADDITIONAL AIRMEN CERTIFICATES APPROVED/DISAPPROVED BY CATEGORY AND CONDUCTOR
CALENDAR YEAR 2020

Category of Certificates	Examiner				Inspector			
	Approved	Disapproved	Total	Percent Approved	Approved	Disapproved	Total	Percent Approved
Pilot--Total	41,232	5,851	47,083	87.6%	486	48	534	91.0%
Recreational	1	0	1	100.0%	0	0	0	N/A
Sport	25	3	28	89.3%	0	0	0	N/A
Airplane								
Private	14,622	3,712	18,334	79.8%	17	3	20	85.0%
Commercial	10,646	1,503	12,149	87.6%	46	12	58	79.3%
Airline Transport	15,551	515	16,066	96.8%	416	33	449	92.7%
Rotorcraft (only)	386	113	499	77.4%	7	0	7	100.0%
Glider (only)	1	5	6	16.7%	0	0	0	N/A
Flight Instructor Certificates*	7,763	957	8,720	89.0%	38	5	43	88.4%
Non Pilot--Total	2,688	349	3,037	88.5%	8	0	8	100.0%
Mechanic	2,658	348	3,006	88.4%	4	0	4	100.0%
Control Tower Operator	6	0	6	100.0%	0	0	0	N/A
Repairman	0	0	0	N/A	2	0	2	100.0%
Repairman Light Sport Arcft	0	0	0	N/A	0	0	0	N/A
Parachute Rigger	23	1	24	95.8%	1	0	1	100.0%
Authorized Aircraft Instr.	0	0	0	N/A	0	0	0	N/A
Ground Instructor	0	0	0	N/A	0	0	0	N/A
Dispatcher	1	0	1	100.0%	1	0	1	100.0%
Flight Navigator	0	0	0	N/A	0	0	0	N/A
Flight Engineer	0	0	0	N/A	0	0	0	N/A

Note: Additional ratings are entered on current airman certificates as follows:

Private, commercial, and airline transport pilot--aircraft category, class, and type instrument rating.

Helicopter pilot--instrument and type ratings.

Flight instructor--ratings for each aircraft category in which the holder is qualified, and instrument flying instructions.

Mechanic--airframe and power plant ratings.

Parachute rigger--senior or master rigger--senior or master rigger ratings.

Ground instructor--ratings for each subject in which the holder is qualified to give instruction.

* Special ratings shown on pilot certificates represented above; not included in total.

N/A--Not applicable

TABLE 21
INSTRUMENT RATINGS ISSUED:
CALENDAR YEARS 2011 - 2020

Class of Certificate	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
Total--All Pilots	31,632	30,744	26,813	22,815	21,806	20,173	21,533	18,218	18,835	18,677
Airplane										
Private --Total	15,137	14,129	11,822	9,878	9,372	8,613	8,892	7,827	7,963	7,837
Commercial --Total	15,080	15,208	13,397	11,159	10,666	9,591	10,225	8,496	9,005	8,865
Rotorcraft (only)	1,415	1,407	1,594	1,778	1,768	1,969	2,416	1,895	1,867	1,975

TABLE 22
STUDENT CERTIFICATES ISSUED, BY MONTH:
2011 - 2020

YEAR	2020*	2019*	2018*	2017*	2016*	2015	2014	2013	2012	2011
Total	49,933	48,476	45,354	38,401	36,145	47,381	47,407	49,566	54,370	55,298
January	4,444	49	3,202	2,173	3,714	3,805	3,882	4,480	4,637	4,319
February	4,310	3,651	3,462	2,180	3,700	3,327	3,154	3,921	4,187	3,841
March	3,355	6,691	4,110	3,250	5,287	3,833	3,451	4,662	4,531	4,762
April	4,567	5,613	3,441	2,495	1,753	3,918	3,881	3,693	4,199	4,201
May	3,983	4,041	3,958	2,828	2,948	3,882	4,159	4,029	4,736	4,590
June	2,655	3,546	3,611	3,128	3,001	4,856	4,614	4,336	5,133	5,190
July	4,024	3,847	4,460	3,141	3,096	4,659	4,833	4,789	5,099	5,286
August	4,451	4,488	3,998	4,536	3,670	4,867	5,104	5,492	5,958	6,506
September	4,585	4,889	4,242	2,588	3,921	4,188	4,195	4,025	4,262	4,862
October	4,526	5,068	4,635	5,534	2,815	3,863	3,963	3,926	4,120	4,238
November	4,643	3,712	3,140	3,945	1,302	3,061	3,133	3,293	3,907	3,881
December	4,390	2,881	3,095	2,603	938	3,122	3,038	2,920	3,602	3,622

* Until April 2016, this table shows combined FAA Medical Certificate and Student Pilot Certificates issued, nearly all obtained through the Medical Certification System. As such, the numbers included both first time medical certification applications and renewals. Student medical certifications remained valid for 24 calendar months for pilots age 40 or older, and for 60 months for pilots under the age of 40.

As of April 2016, combined medical certificate and pilot certificates are no longer issued, and there is no expiration date on the new student pilot certificates. Designated examiners, FAA inspectors, and Certified Flight Instructors (CFIs) process student pilot certificates, and FAA issues the new plastic certificate.

EXHIBIT G



> 1 ASSOC CITY: MOAB 4 STATE: UT LOC ID: UT53 FAA SITE NR: 25205.2*A
> 2 AIRPORT NAME: SKY RANCH 5 COUNTY: SAN JUAN, UT
3 CBD TO AIRPORT (NM): 7 S 6 REGION/ADO: ANM /DEN 7 SECT AERO CHT: DENVER

GENERAL

10 OWNERSHIP: PRIVATE
> 11 OWNER: MOAB DEVELOPMENT TRUST
> 12 ADDRESS: PO BOX 99
MOAB, UT 84532
> 13 PHONE NR: 303-419-1192
> 14 MANAGER: JOHN RAMSEY
> 15 ADDRESS: PO BOX 1245
MOAB, UT 84532
> 16 PHONE NR: 435-200-3363
> 17 ATTENDANCE SCHEDULE:

MONTHS	DAYS	HOURS
UNATNDD		

SERVICES

> 70 FUEL:
> 71 AIRFRAME RPRS:
> 72 PWR PLANT RPRS:
> 73 BOTTLE OXYGEN:
> 74 BULK OXYGEN:
75 TSNT STORAGE:
76 OTHER SERVICES:

BASED AIRCRAFT

90 SINGLE ENG:	1
91 MULTI ENG:	0
92 JET:	0
93 HELICOPTERS:	0
TOTAL:	1
94 GLIDERS:	0
95 MILITARY:	0
96 ULTRA-LIGHT:	0

FACILITIES

> 80 ARPT BCN:
> 81 ARPT LGT SKED:
BCN LGT SKED:
> 82 UNICOM:
> 83 WIND INDICATOR: YES
84 SEGMENTED CIRCLE: NONE
85 CONTROL TWR: NO
86 FSS: CEDAR CITY
87 FSS ON ARPT: NO
88 FSS PHONE NR:
89 TOLL FREE NR: 1-800-WX-BRIEF

OPERATIONS

100 AIR CARRIER:	0
102 AIR TAXI:	0
103 G A LOCAL:	0
104 G A ITRNT:	0
105 MILITARY:	0
TOTAL:	0
OPERATIONS FOR 12 MONTHS ENDING	//

RUNWAY DATA

> 30 RUNWAY IDENT:	12/30
> 31 LENGTH:	3,690
> 32 WIDTH:	60
> 33 SURF TYPE-COND:	ASPH-G
> 34 SURF TREATMENT:	
35 GROSS WT:	S
36 (IN THSDS)	D
37	2D
38	2D/2DS
> 39 PCN:	///

LIGHTING/APCH AIDS

> 40 EDGE INTENSITY:	
> 42 RWY MARK TYPE-COND:	NONE- / NONE-
> 43 VGS:	/
44 THR CROSSING HGT:	/
45 VISUAL GLIDE ANGLE:	/
> 46 CNTRLN-TDZ:	- / -
> 47 RVR-RVV:	- / -
> 48 REIL:	/
> 49 APCH LIGHTS:	/

OBSTRUCTION DATA

50 FAR 77 CATEGORY:	A(V) / A(V)
> 51 DISPLACED THR:	/
> 52 CTLG OBSTN:	/
> 53 OBSTN MARKED/LGTD:	/
> 54 HGT ABOVE RWY END:	/
> 55 DIST FROM RWY END:	0 / 0
> 56 CNTRLN OFFSET:	/
57 OBSTN CLNC SLOPE:	/
58 CLOSE-IN OBSTN:	N / N

DECLARED DISTANCES

> 60 TAKE OFF RUN AVBL (TORA):	/
> 61 TAKE OFF DIST AVBL (TODA):	/
> 62 ACLT STOP DIST AVBL (ASDA):	/
> 63 LNDG DIST AVBL (LDA):	/

(>) ARPT MGR PLEASE ADVISE FSS IN ITEM 86 WHEN CHANGES OCCUR TO ITEMS PRECEDED BY >

> 110 REMARKS:

A 110-001 HELICOPTER OPNS ON SOUTH END.
A 110-002 FOR CD CTC DENVER ARTCC AT 303-651-4257.

111 INSPECTOR: (N) 112 LAST INSP: 113 LAST INFO REQ: 05/08/2020

> 1 ASSOC CITY: MOAB
 > 2 AIRPORT NAME: CANYONLANDS RGNL
 3 CBD TO AIRPORT (NM): 15 NW

4 STATE: UT
 6 REGION/ADO: ANM /DEN

LOC ID: CNY
 5 COUNTY: GRAND, UT
 7 SECT AERO CHT: DENVER

FAA SITE NR: 25205.1*A

Item 3.

GENERAL

10 OWNERSHIP: PUBLIC
 > 11 OWNER: GRAND COUNTY
 > 12 ADDRESS: 125 E. CENTER
 MOAB, UT 84532
 > 13 PHONE NR: (435) 259-1347
 > 14 MANAGER: ANDY SOLSVIG
 > 15 ADDRESS: 110 W. AVIATION WAY
 MOAB, UT 84532
 > 16 PHONE NR: 435-259-4849
 > 17 ATTENDANCE SCHEDULE:

MONTHS	DAYS	HOURS
MAR-NOV	ALL	0700-1900
DEC-FEB	ALL	0800-1700

SERVICES

> 70 FUEL: 100LL A
 > 71 AIRFRAME RPRS: MINOR
 > 72 PWR PLANT RPRS: MINOR
 > 73 BOTTLE OXYGEN:
 > 74 BULK OXYGEN: HIGH/LOW
 75 TSNT STORAGE: HGR TIE
 76 OTHER SERVICES: CHTR, INSTR, RNTL

BASED AIRCRAFT

90 SINGLE ENG: 40
 91 MULTI ENG: 1
 92 JET: 0
 93 HELICOPTERS: 3
 TOTAL: 44
 94 GLIDERS: 0
 95 MILITARY: 0
 96 ULTRA-LIGHT: 2

18 AIRPORT USE: PUBLIC
 19 ARPT LAT: 38-45-26.9953N ESTIMATED
 20 ARPT LONG: 109-45-12.7509W
 21 ARPT ELEV: 4590.0 SURVEYED
 22 ACREAGE: 985
 > 23 RIGHT TRAFFIC: 21
 > 24 NON-COMM LANDING: YES
 25 NPIAS/FED AGREEMENTS: YES / NGSY
 > 26 FAR 139 INDEX: I A S 06/2006

FACILITIES

> 80 ARPT BCN: CG
 > 81 ARPT LGT SKED: SEE RMK
 BCN LGT SKED:
 > 82 UNICOM: 122.800
 > 83 WIND INDICATOR: YES-L
 84 SEGMENTED CIRCLE: YES
 85 CONTROL TWR: NO
 86 FSS: CEDAR CITY
 87 FSS ON ARPT: NO
 88 FSS PHONE NR:
 89 TOLL FREE NR: 1-800-WX-BRIEF

OPERATIONS

100 AIR CARRIER: 0
 102 AIR TAXI: 4,350
 103 G A LOCAL: 6,800
 104 G A ITNRNT: 4,350
 105 MILITARY: 250
 TOTAL: 15,750

OPERATIONS FOR 12
 MONTHS ENDING 12/31/2018

RUNWAY DATA

	03/21	15/33
> 30 RUNWAY IDENT:	7,360	2,000
> 31 LENGTH:	100	60
> 32 WIDTH:	ASPH-G	GRAVEL-
> 33 SURF TYPE-COND:	GRVD	
> 34 SURF TREATMENT:		
35 GROSS WT: S		
36 (IN THSDS) D	85.0	
37 2D		
38 2D/2DS		
> 39 PCN:	30/F/C/X/T	////

LIGHTING/APCH AIDS

> 40 EDGE INTENSITY:	MED	
> 42 RWY MARK TYPE-COND:	NPI- G / NPI- G	- / -
> 43 VGS:	P4L / P4L	/
44 THR CROSSING HGT:	40 / 40	/
45 VISUAL GLIDE ANGLE:	3.00 / 3.00	/
> 46 CNTRLN-TDZ:	- / -	- / -
> 47 RVR-RVV:	- / -	- / -
> 48 REIL:	Y / Y	/
> 49 APCH LIGHTS:	/	/

OBSTRUCTION DATA

50 FAR 77 CATEGORY:	C / B(V)	/
> 51 DISPLACED THR:	799 / 260	/
> 52 CTLG OBSTN:	/ PLINE	/
> 53 OBSTN MARKED/LGTD:	/	/
> 54 HGT ABOVE RWY END:	/ 36	/
> 55 DIST FROM RWY END:	0 / 912	0 / 0
> 56 CNTRLN OFFSET:	/ 464L	/
57 OBSTN CLNC SLOPE:	50:1 / 19:1	/
58 CLOSE-IN OBSTN:	N / N	N / N

DECLARED DISTANCES

> 60 TAKE OFF RUN AVBL (TORA):	7,100 / 6,561	2,000 / 2,000
> 61 TAKE OFF DIST AVBL (TODA):	7,360 / 7,360	2,000 / 2,000
> 62 ACLT STOP DIST AVBL (ASDA):	7,100 / 6,561	2,000 / 2,000
> 63 LNDG DIST AVBL (LDA):	6,301 / 6,301	2,000 / 2,000

(>) ARPT MGR PLEASE ADVISE FSS IN ITEM 86 WHEN CHANGES OCCUR TO ITEMS PRECEDED BY >

> 110 REMARKS:

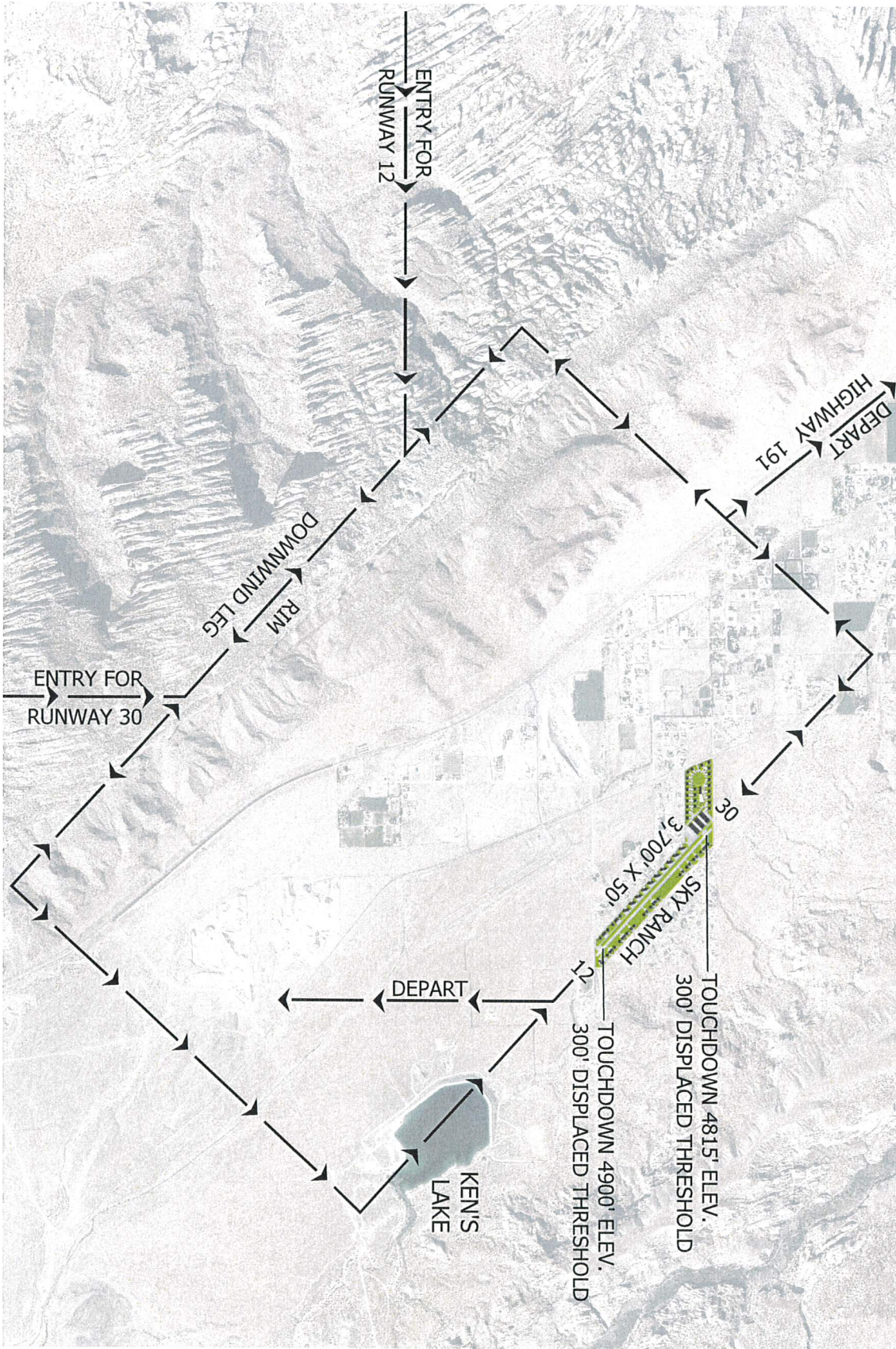
\ 043 RWY 21 PAPI UNUSBL BYD 2.9 NM; DOES NOT PRVD OBST CLNC BYD 2.9 NM FROM THR.
 \ 081 ACTVT REIL RWY 03 & 21; PAPI RWY 03 & 21; MIRL RWY 03/21 - CTAF.
 \ 110-001 RWY 15/33 AND TWY B CLSD TO ACR OPNS.

11 INSPECTOR: (F)

112 LAST INSP: 09/09/2019

113 LAST INFO REQ:

EXHIBIT H



ARRIVAL & DEPARTURE PROCEDURE DIAGRAM



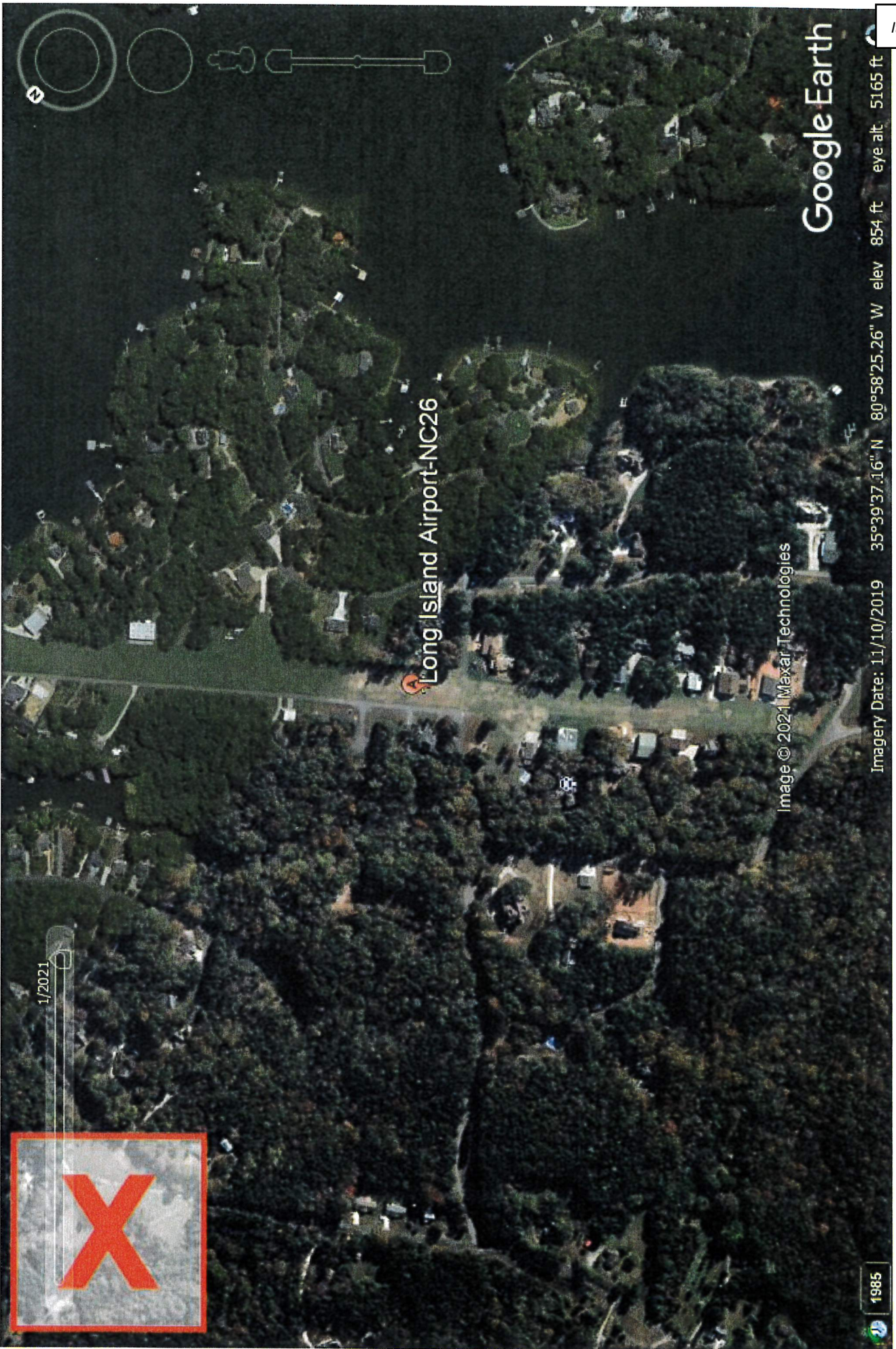
ARRIVAL/
DEPARTURE
DIAGRAM

DATE: 8.25.2021

SKY RANCH AIRPORT
MOAB, UT 84532

SEXTON STUDIOS
SEXTONSTUDIOSARCH@GMAIL.COM
720.487.8600 P.O. BOX 589
BOULDER, CO 80306

EXHIBIT I



Item 3.



1/2021



Tailspin Airpark

Google Earth

Imagery Date: 8/24/2018 32°39'02.88" N 97°56'04.14" W elev 828 ft eye alt 4568 ft

1985

Item 3.



Item 3.

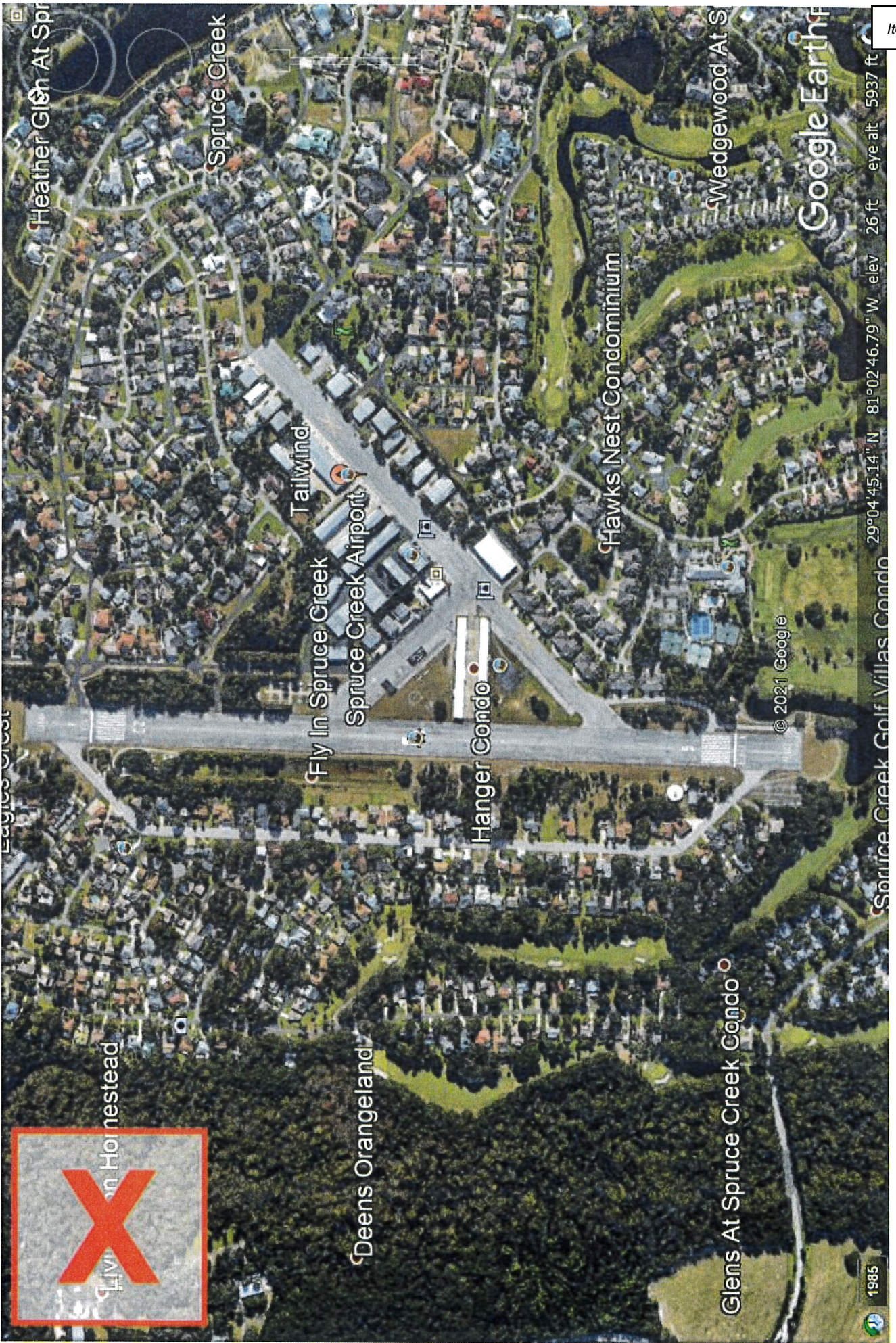


Google Earth

Item 3.

Imagery Date: 3/2/2018 35°58'56.64" N 79°16'26.57" W elev 650 ft eye alt 6120 ft

1985



Item 3.

29°04'45.14" N 81°02'46.79" W elev 26. ft eye alt 5937 ft
© 2021 Google

EXHIBIT J

DESERT SKY RANCH SAFETY RULES AND REGULATIONS REGARDING OPERATION PRACTICES

ARRIVALS AND DEPARTURES AT UT53

Standard communications procedures apply for providing position reports. To minimize the noise footprint, it is preferred that arrivals use Runway 12 when winds allow and departures use Runway 30 when winds permit. This places the flight path for arrivals and departures over undeveloped land and avoids any overflight of residential areas. Desert Sky Ranch is designated a private airport on FAA sectional charts and always requires prior permission to land.

TRAFFIC PATTERNS

Runway 12

Length 3,700'X50' with 300' displaced threshold. Asphalt in good condition. ELEV 4,900'

Runway 30

Length 3,700'X50' with 300' displaced threshold. Asphalt In good condition. ELEV 4,900'

The attached diagram illustrates the recommended arrival and departure paths for aircraft landing at Desert Sky Ranch. Landing on Runway 12 utilizes a standard left-hand pattern. The downwind leg should be flown to the west of the Rim to minimize the noise footprint. Base leg should be initiated where the Rim height drops down. Landing on Runway 30 utilizes a right-hand pattern. Downwind leg should be flown to the west of the Rim over undeveloped land. Standard position reporting on frequency 122.9 applies for arrivals and departures.

TAXIWAY USE

Prior to entering taxiway from the runway or from hangars, communicate intentions to avoid any traffic conflicts. The runup areas at the end of the taxiway should be used with caution and pilots should be aware of air blast generated during runups.

HOURS OF OPERATION, CEILING AND VISIBILITY REQUIREMENTS

Aircraft may utilize the runway between 7:00 am and 1 hour past sunset. VFR class C weather requirements apply.

GENERAL RULES

- 1) Unless approved by the Owners Association or their representative, no aircraft will be permitted to operate in or out of Desert Sky Ranch unless the pilot of the aircraft is a property owner at Desert Sky Ranch.
- 2) No Touch and Goes, low passes, or aerobatic maneuvers are permitted. Landings should be to a full stop only unless safety requires a go around.
- 3) Property owners may have up to two guests arriving by aircraft subject to prior approval as outlined in item 1.
- 4) All pets are required to be on leashes when outside unless in a fenced area.
- 5) No bicycles or motorized vehicles are permitted on the runway.
- 6) No student flight training may be based at Desert Sky Ranch.

GENERAL CAUTIONS

- 1) High density altitude is common during summer months.
- 2) High terrain to the west and east of the facility.
- 3) Cross winds are not uncommon.
- 4) During winter months runway may be snow covered with patchy ice.
- 5) No fuel storage is permitted on any residential lot.
- 6) The runway slopes up to the south with a gradient that yields a 75' elevation difference between the end of Runway 30 and Runway 12.

IT IS IMPERATIVE THAT ALL AIRCRAFT OPERATIONS AT DESERT SKY RANCH BE CONDUCTED IN A SAFE AND COURTEOUS MANNER. VIOLATIONS OF THE RULES AND REGULATIONS MAY RESULT IN DISCIPLINARY ACTION, FINES, AND/OR LOSS OF FLIGHT PRIVILEGES. WE HAVE NEIGHBORS WHO ARE NOT PART OF DESERT SKY RANCH AND WE HAVE PROPERTY OWNERS WHO ARE NOT AIRCRAFT OPERATORS. NOISE ABATEMENT PROCEDURES SHOULD ALWAYS BE MAINTAINED.

EXHIBIT K

29.00

E 068806 B A 14 P 0836
Date 22-APR-2003 14:29pm 841
Fee: 29.00 Check
LOUISE C JONES, Recorder
Filed By LCJ
For ANDERSON-OLIVER TITLE INSURANC
SAN JUAN COUNTY CORPORATION

CROSS EASEMENT AGREEMENT

THIS CROSS EASEMENT AGREEMENT is entered into by and between KARL K. SPIELMAN and MELINDA G. ELKIN, Trustees of the Spielman and Elkin Revocable Trust dated 6/14/99 ("SPIELMAN-ELKIN"), whose address is 10630 Culpepper Court, N.W., Seattle, Washington 98177, and TIMOTHY O'NIELL and BEVERLY B. O'NIELL ("O'NIELLS"), whose address is 3213 West Wheeler Street, #268, Seattle, Washington 98199.

WHEREAS, SPIELMAN-ELKIN are the owners of the following described real property (the "SPIELMAN-ELKIN TRACT") located in San Juan County, State of Utah, to-wit:

Beginning at a corner which bears with the center 1/4 line South 89 degrees 55' East 391.9 feet, thence North 767.4 feet from the West 1/4 corner of Section 6, Township 27 South, Range 23 East, SLM, and proceeding thence North 552.7 feet to a corner, thence South 89 degrees 57' East 788.1 feet to a corner, thence South 552.7 feet to a corner, thence North 89 degrees 57' West 788.1 feet to the point of beginning and containing 10.00 acres, more or less. (Part Parcel No. 27S23E063000)

and,

WHEREAS, O'NIELLS are the owners of the following described real property (the "O'NIELL TRACT") located in San Juan County, State of Utah, to-wit:

Beginning at a corner on the center 1/4 line, said corner bears South 89 degrees 55' East 391.9 feet from the West 1/4 corner of Section 6, Township 27 South, Range 23 East, SLM, and proceeding thence North 767.4 feet to a corner, thence South 89 degrees 57' East 788.1 feet to a corner, thence South 767.7 feet to a corner, thence North 89 degrees 55' West 788.1 feet to the point of beginning and containing 13.89 acres, more or less. (Part of Parcel No. 27S23E063600)

and,

id

benefits to all parties
document is correct

836

("TANGREN"), for the use and benefit of the public an easement and right-of-way pertinent to the following described real property located in San Juan County, State of Utah:

Parcel 1: Township 27 South, Range 23 East, SLBM
Section 6: Lot 2 27523E063001

Parcel 2: SPIELMAN-ELKIN TRACT 27523E063000

Parcel 3: (the "TANGREN TRACT") Beginning at a point which is the Southeast corner of Section 36, Township 26 South, Range 22 East, SLBM, and proceeding thence North 89 degrees 58' West 588.4 feet, thence North 46 degrees 39'13" West 2821.6 feet along the northeasterly boundary of the Lenore Estates subdivision and Velcar subdivision, thence North 0 degrees 04'05" East 710.71 feet, thence South 46 degrees 39'13" East 3629.63 feet, thence South 0 degrees 0'16" West 156.26 feet to the point of beginning 26522E367801, 000640000010, 000640000020, 000640000030, 000640000040, 000640000050

for the unobstructed use and passage of all types of aircraft (as hereinafter defined), in the vicinity of and through the airspace to an infinite height above the O'NEILL TRACT, hereafter known as the "Runway Protection Zone". Said easement shall be appurtenant to and for the benefit of Parcels 1-3 listed above (hereinafter known as the "GRANTEES' PROPERTIES"), including any additions thereto wherever located, hereafter made by SPEILMAN-ELKIN, or TANGREN, or their administrators, successors and assigns, guests, and invitees, including any and all persons operating aircraft to or from the properties.

Said easement, together with all things which may be alleged to be incident to, or result from the use of said easement, including, but not limited to noise, vibrations, fumes, deposits of dust or other particulate matter, fuel particles (which are incidental to the normal operation of aircraft), fear, interference with sleep and any and all other effects that may be alleged to be caused by the operation of aircraft over or in the vicinity of the O'NEILL TRACT, or operating at or on said GRANTEES' PROPERTIES is hereby granted. O'NEILL hereby fully waives,

remises, and releases any right or cause of action against SPIELMAN-ELKINS or TANGREN, their successors and assigns, due to any such effects that may be caused by aircraft landing at, taking off from, or operating on said GRANTEES' PROPERTIES.

As used herein, the term "aircraft" shall mean any and all types of aircraft, whether now in existence or hereafter manufactured and developed, to include, but not limited to, gliders, balloons, ultralights, parachutes, propeller driven aircraft, civil aircraft, commercial aircraft, and helicopters, for the purpose of transporting persons or property through the air, by whoever owned or operated.

The easement and right-of-way hereby grants to SPIELMAN-ELKINS or TANGREN the continuing right to restrict the erection or growth upon the O'NIELL TRACT of any obstruction to air navigation deemed hazardous by the SPIELMAN-ELKINS, such as a building, structure, tree, or other object extending into the airspace of the "No Hazard Zone" of the "Runway Protection Zone" within 150 feet southwest and parallel to the centerline of the runway, and to remove from said air space, or at the sole option of SPIELMAN-ELKINS, as an alternative, to mark or light any such obstruction upon, or which in the future may be upon the O'NIELL TRACT, together with the right of ingress to, and egress from, the O'NIELL TRACT for this purpose.

O'NIELLS for themselves, their heirs, administrators, executors, successors, and assigns, does hereby agree that for and during the life of said aviation easement, it will not hereafter permit the erection or growth of, any structure or tree in that part of the "No Hazard Zone" that would create a hazard to aircraft landing and or taking off from the GRANTEES' PROPERTIES

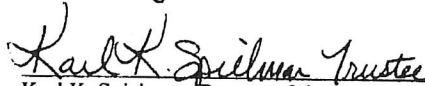
and the O'NIELL's, for themselves, their heirs, administrators, executors, successors, and assigns, further agree they will not permit places of public assembly upon the O'NIELL TRACT, such as, churches, schools, office buildings, restaurants, theaters, or child care facilities. TO HAVE AND TO HOLD said easement and right of way, and all rights appertaining thereto unto SPIELMAN-ELKIN and TANGREN, their successors, and assigns, until said aircraft operations shall be permanently discontinued upon GRANTEE'S PROPERTIES.

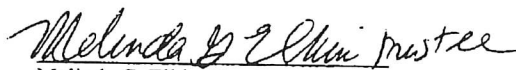
It being understood and agreed that the aforesaid covenants and agreements shall run with the land and shall be binding upon the heirs, administrators, executors, successors and assigns of the O'NIELLS until said aircraft operations shall be permanently discontinued upon GRANTEE'S PROPERTIES.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year first above set forth.


Timothy O'Neill


Beverly B. O'Neill


Karl K. Spielman, Trustee of the
Spielman and Elkin Revocable Trust
dated 6/14/99


Melinda G. Elkin, Trustee of the
Spielman and Elkin Revocable Trust

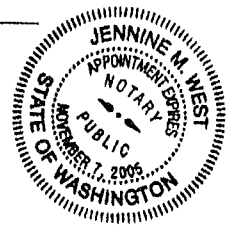
dated 6/14/99

STATE OF WA)
) ss.
County of KING)

The foregoing Cross Easement Agreement was acknowledged before me this 18 day of April, 2003, by Timothy O'Niell and Beverly B. O'Niell.

Jennine M. West
Notary Public
Residing at Seattle

My Commission Expires:
11/7/05

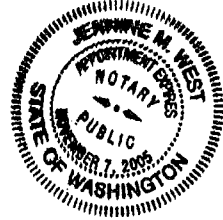


STATE OF WA)
) ss.
County of KING)

The foregoing Cross Easement Agreement was acknowledged before me this 18 day of April, 2003, by Karl K. Spielman and Melinda G. Elkin, Trustees of the Spielman and Elkin Revocable Trust dated 6/14/99.

Jennine M. West
Notary Public
Residing at Seattle

My Commission Expires:
11/7/05



ONIELL.CROSS

EXHIBIT L

Curriculum Vitae of Larry Williams

Larry Williams has over 34 years as an FAA Aviation Safety Inspector conducting FAA Air Carrier Certification, enforcing the Federal Aviation Regulations, auditing Air Carriers, Air Agencies, FAA Approved schools, developing Safety Management Systems, providing expert witness testimony and technical assistance to a wide variety of aviation entities. During his FAA career Larry served as an Instructor for International Civil Aviation Organization (ICAO) teaching the following courses: Aviation Safety Inspector-Operations; Approved Training Organization Certification; and Flight Crew Licensing as part of ICAO's TRAINAIR Program. He taught courses to international students at the Department of Transportation's Transportation Safety Institute and at various worldwide locations including Europe, Indonesia, Central America, Italy, Panama, Mexico, Africa, and Turkey. He served as an auditor with FAA Flight Standards Quality Assurance Staff (AFS-40) conducting ISO-9000 audits of FAA field offices. Larry also served as Team Leader for FAA's Technical Assistance Team to aid the Nigeria Civil Aviation Authority in obtaining FAA's Category One Status for aviation safety oversight. Category One status was granted in 2010 as the first African nation to receive such status in decades. He taught management and technical courses at FAA's Center for Management and Executive Leadership, and the Department of Transportation's Transportation Safety Institute. Larry was appointed as FAA's National Resource Inspector for Westwind and Short 360 Aircraft, serving as a subject matter expert for those aircraft and conducted flight checks worldwide. He has completed more than a thousand flight evaluations, issued hundreds of pilot certificates and has over 40 years' experience investigating aircraft accidents and incidents. He worked in FAA's Air Transportation Oversight Office (ATOS-CMO) where he was responsible for writing and revising Safety Attribute Inspections (SAIs) and Element Performance Inspections (EPIs) and served in FAA's Washington's Headquarters writing regulations and exemptions to regulations. He has investigated hundreds of aircraft accidents, administered over 1,000 flight checks and appeared on numerous television and newspaper interviews concerning his aviation expertise. He was appointed FAA designated pilot examiner upon retirement from FAA in March 2010.

Since his retirement from the FAA he has worked as a consultant in regulatory compliance and safety audits, accident and incident investigation, technical assistance to airlines and Civil Aviation Authorities and other aviation entities as an expert witness in FAA enforcement and civil proceedings. He presently serves as a contract instructor at the FAA Academy teaching various courses to FAA inspectors including Professionalism, Crew Resource Management, Safety and Compliance, Enforcement Procedures and others. He has consulted with domestic and foreign air carriers, foreign Civil Aviation Authorities, and other aviation organizations in Mexico, Azerbaijan, U.A.E., Ukraine, Bahrain, Nigeria, Kenya, Ghana, Tanzania and others. Larry is an IOSA auditor (Operations, Cabin, and Dispatch), an IS-BAO auditor (Airplanes and Helicopter), and an ASCF auditor. Larry recently completed courses at the University of Tennessee and was awarded a Paralegal certificate.

He has served on the adjunct faculty in the Aerospace department at Middle Tennessee State University teaching undergraduate courses and is presently serving as an instructor in the University's CRJ-700 Flight Training Device.

He is the author of two books, *The Unruly Skies*, and *Surviving an FAA Ramp Inspection*.

EDUCATION & CREDENTIALS

Specialist in Education, Curriculum & Instruction
 Middle Tennessee State University, Murfreesboro, TN
 Master of Education in Aerospace Education
 Middle Tennessee State University, Murfreesboro, TN
 Bachelor of Science in Psychology
 Middle Tennessee State University, Murfreesboro, TN
 Aviation Safety Certificate Program
 University of Southern California Institute of Safety and Systems Management
 Over 8,000 hours of formal training with the FAA, Airlines, Aviation Schools, and other organizations (complete list available on request)

CERTIFICATIONS/LICENSURE

Certified Fraud Examiner (Association of Certified Fraud Examiners)
 Tennessee Supreme Court Rule 31 listed General/Civil Family Mediator
 IS-BAO auditor
 IOSA auditor
 Air Charter Safety Foundation (ACSF) auditor
 Paralegal

Federal Aviation Administration Certificates

Airline Transport Pilot – Airplane Single & Multi-Engine Land, Rotorcraft: Helicopter & Gyroplane, Lear Jet, Hawker Jet, Cessna Citation, Jet Commander, Sabreliner, Short 360, EMB-100, R-22, AS-360; Commercial Privileges: Airplane Single & Multi-Engine Sea, Glider. Over 12,000 hours flight time, 1200 hours Rotorcraft (including 200 hours gyroplane) and 300 hours seaplane.
 Flight Instructor – Airplane Single & Multi-Engine, Rotorcraft - Helicopter & Gyroplane, Instrument-Airplane and Helicopter, Glider
 Ground Instructor – Advanced and Instrument
 Air Traffic Control Specialist Certificate

Professional Organizations and Awards:

International Society of Air Safety Investigators
 System Safety Society
 International Institute of Aeronautics and Astronautics
 FAA National award, “Excellence in Public Awareness,” 1993
 FAA Washington Headquarters award, “Commitment to People,” 2003
 Tennessee Aeronautics Commission “Outstanding Contribution to Aviation,” 2003
 FAA Wright Brothers Master Pilot award, 2014

WHEN RECORDED, RETURN TO:
Business Resolutions, LLC, Trustee
9 North Main
Moab, Utah 84532

Tax Parcel Numbers: _____



DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS

FOR

DESERT SKY RANCH



_____, 2021

**DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
DESERT SKY RANCH**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR DESERT SKY RANCH (this “Declaration”) is made this ____ day of _____, 2021, by BUSINESS RESOLUTIONS, LLC, a Colorado limited liability company, as TRUSTEE of the MOAB DEVELOPMENT TRUST dated September 26, 2014 (“Declarant”) in contemplation of the following facts and circumstances:

A. Declarant is the fee simple owner of certain real property located in San Juan County, State of Utah more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the “Property”).

B. The Property is being developed as a residential subdivision and private aircraft runway known as “Desert Sky Ranch” (the “Project”). Declarant desires to adopt this Declaration to establish certain covenants, conditions, restrictions, rules, agreements, provisions, easements, constraints and limitations with respect to the use, management and operation of the Project as more fully set forth herein, which are intended for the benefit of Declarant, each Owner, and the protection and preservation of the value of each legal parcel of real property, the Project as a whole, and any and all improvements constructed or placed thereon.

DECLARATIONS AND AGREEMENTS

NOW, THEREFORE, Declarant does hereby declare that the Property shall be held, sold, conveyed, transferred, leased, subleased, used, operated, maintained and occupied subject to this Declaration and the covenants, conditions and restrictions set forth herein which shall run with said real property and all portions thereof and shall be binding upon all parties having or acquiring any right, title or interest in and/or to all or any portion of said real property, and the respective heirs, successors and assigns of such parties.

That certain Restrictive Covenants for Sueno Grande Subdivision, dated April 23, 2008, and recorded in the San Juan County Recorder’s Office on April 28, 2008, in Book 891, at Page 210, Entry No. 102655, which instrument was previously recorded against a portion of the Property, is hereby terminated in its entirety, and such instrument shall be deemed null and void, having no force or effect.

**ARTICLE 1
Definitions**

Unless the context clearly indicates otherwise, certain terms used in this Declaration shall have the meanings set forth in this Article 1. In this Declaration, unless the context requires otherwise, the masculine, feminine and neuter genders and the singular and the plural shall be deemed to include one another, as appropriate.

1.1. “Act” shall mean the Utah Revised Nonprofit Corporation Act.

1.2. “Additional Property” shall mean any real property within San Juan County which is contiguous with all or any portion of the Property whether or not such additional property is owned (either now or hereafter) by Declarant or any other third party which is made subject to this Declaration by an amendment hereto provided that the owner of such property must consent to making such property subject to this Declaration. Until such time as any such property is in fact made subject to this Declaration by an amendment hereto, the same shall not be subject to this Declaration.

1.3. “Airstrip Easement” shall mean the approximately 3,700 foot long and 250 foot wide easement, as shown on the Plat(s), which encompasses the Runway, the Taxiways and other aviation related improvements and areas. The entire Airstrip Easement is designated as Common Area, notwithstanding that the Airstrip Easement is located upon and constitutes a portion of certain Class “A” Lots within the Project.

1.4. “Annual Budget” shall mean the budget described in Section 8.3.

1.5. “Articles” shall mean the Articles of Incorporation of the Association prepared and filed for the formation of the Association in accordance with the requirements of applicable laws and regulations of the State of Utah.

1.6. “Assessments” shall mean General Assessments, Supplemental Assessments and Reimbursement Assessments.

1.7. “Association” shall mean Desert Sky Ranch Owners Association, a Utah nonprofit corporation, organized to (i) collect any and all Assessments, (ii) maintain the Common Areas, (iii) enforce the terms and provisions of this Declaration, and/or (iv) otherwise perform all other tasks and duties set forth in this Declaration, the Bylaws, the Articles, and/or any other documents governing the Project.

1.8. “Aviation Expenses” shall mean those Common Expenses which are specifically related to the Runway, Taxiways and any other improvements, amenities and/or services that directly enable or support aviation operations at the Project, as determined by the Board in its sole, reasonable discretion.

1.9. “Aviation Issues” shall mean any issues which are materially related to aviation improvements and operations at the Project, as determined by the Board in its sole, reasonable discretion. Owners of Class B Lots shall not participate in any vote with respect to any Aviation Issues.

1.10. “Aviation Rules and Regulations” shall mean any instrument adopted by the Board for the regulation and management of the Runway, the Taxiways and other aviation related improvements, areas, services, operations and uses at the Project.

1.11. “Board” shall mean the governing board of the Association which shall be responsible for the management of the affairs of the Association.

1.12. “Bylaws” shall mean the written procedures, if any, adopted for the regulation or management of the affairs of the Association.

1.13. “Class A Members” and “Class A Lots” shall have the meanings set forth in Section 6.3.1 of this Declaration.

1.14. “Class B Members” and “Class B Lots” shall have the meanings set forth in Section 6.3.2 of this Declaration.

1.15. “Class C Member” shall have the meaning set forth in Section 6.3.3 of this Declaration.

1.16. “Common Areas” shall mean all property designated on the recorded Plat(s) as Common Area, or described within this Declaration as Common Area, and to include property owned by the Association, being owned or intended ultimately to be owned by the Association for the common use and enjoyment of Owners, together with all improvements or structures thereon and all of the easements appurtenant thereto.

1.17. “Common Expenses” shall mean any and all costs and expenses incurred by the Association in the performance and preservation of the rights, duties and obligations of the Association, including, without limitation, (i) managing, operating, insuring, improving, repairing, replacing and maintaining the Common Areas, (ii) providing facilities, services, and other benefits to Owners as set forth in this Declaration, (iii) levying, collecting and enforcing the assessments, (iv) the costs and expenses associated with the existence and operation of the Association including, where necessary, the costs and fees of professionals retained by the Association, (v) costs and expenses of enforcing the terms and provisions of this Declaration, and (vi) a reasonable contingency reserve, surplus and/or sinking fund as determined in the sole discretion of the Association.

1.18. “County” shall mean San Juan County, in the State of Utah.

1.19. “Declarant” shall mean Business Resolutions, LLC, a Colorado limited liability company, as Trustee of the Moab Development Trust dated September 26, 2014, notwithstanding that Declarant, may not, at times, also be an Owner.

1.20. “Declarant Control Period” shall mean and refer to the period during which Declarant owns at least 80% of the Lots within the Project, together with the two-year period after Declarant (and/or any affiliate of Declarant) ceases to own at least 80% of the Lots within the Project.

1.21. “Declaration” shall mean this Declaration of Covenants, Conditions, Restrictions and Easements for Desert Sky Ranch, together with any subsequent amendments which are recorded in the County records.

1.22. “Default Rate” shall mean a per annum rate of interest which shall be ten percent (10.0%) per annum above the Reference Rate.

1.23. “Design Guidelines” shall mean the written design standards adopted by the Declarant.

1.24. “Design Review Board” shall mean the design review board as established and set forth in accordance with Article 5 of this Declaration.

1.25. “Dwelling” shall mean a structure which is designed and intended for use and occupancy as a single-family residence, together with all improvements located on the same Lot and used in conjunction with such residence.

1.26. “Easement” or “Easements” shall mean any easement or, as the context shall require, all easements (i) granted pursuant to the provisions of this Declaration, (ii) set forth on any Plat, or (iii) to which the Property is subject pursuant to documents which have been or will be recorded with the San Juan County Recorder, State of Utah, or (iv) currently existing or affecting the Project, whether or not recorded.

1.27. “General Assessment” shall mean the share of the Common Expenses which are to be paid by each Owner pursuant to Section 8.4 hereof.

1.28. “Hangar” shall mean an aircraft storage building. Hangars shall be permitted only on Class “A” Lots and on the Hangar Parcel.

1.29. “Hangar Parcel” shall mean that certain real property identified as [[Tract E]] of the [[Final Plat of Sky Ranch Estates, Phase II]].

1.30. “Hangar Unit” shall mean a discrete portion of a fully constructed Hangar located on the Hangar Parcel, which portion is designed and/or intended as a storage area for a single aircraft. The maximum number of Hangar Units which shall be permitted on the Hangar Parcel is twenty-four (24) Hangar Units. Hangars that are not located on the Hangar Parcel shall not be deemed to include any Hangar Units.

1.31. “Improvements” shall mean and include all improvements made or constructed upon any portion of the Project, and shall include, without limitation, all Dwellings, Hangars, driveways, streets, sidewalks, trails, pathways, curbs, gutters, landscaping, stormwater detention areas, retaining walls, signs, utilities and lighting.

1.32. “Interest Rate” shall mean a per annum rate of interest which shall be four percent (4.0%) per annum above the Reference Rate.

1.33. “Lot” shall mean any numbered building lot (including Lots 1 – 75 as set forth on the Phase II Plat, and including Lots B1 – B6, as defined below) shown on any official, recorded Plat of all or a portion of the Project, whether or not it contains any Improvements. Parcels that are entirely comprised of Common Area are not considered Lots for purposes of this Declaration.

1.34. “Lots B1 – B6” shall mean and refer to those certain six lots comprising the Sky Ranch Estates Amended subdivision, as created and set forth on the Final Plat of Sky Ranch Estates Amended, recorded in San Juan County on May 16, 2018, as Entry 150112. For purposes of this Declaration, the letter “B” precedes the lot numbers as set forth on such Final Plat of Sky Ranch Estates Amended, in order to distinguish such lots from other lots as numbered on any other Plat of the Property.

1.35. “Member” or “Members” shall mean those parties which shall be entitled to vote and otherwise participate in decisions made by the Association, as set forth in this Declaration, which parties must be Owners.

1.36. “Mortgage” shall mean any mortgage, deed of trust or other security instrument by which a Parcel or any part of the Property is encumbered. No Mortgage executed by an Owner of a Parcel shall be construed to constitute a lien or other encumbrance upon any other Parcel.

1.37. “Mortgagee” shall mean any person, party or entity named as the mortgagee or beneficiary under a Mortgage or any successor in interest to such person, party or entity.

1.38. “Non-Aviation Issues” shall mean any issues which are not materially related to aviation improvements and operations at the Project, as determined by the Board in its sole, reasonable discretion.

1.39. “Occupant” shall mean any party, whether such party shall be an individual, corporation, limited liability company, joint venture, partnership, or other group, entity or association which has purchased, leased, rented or otherwise acquired the right to occupy and/or use any Parcel, Dwelling, Hangar Unit, or portion thereof, whether or not such right is exercised.

1.40. “Owner” shall mean any party, including (as applicable) Declarant and the Association, whether such party shall be an individual, corporation, limited liability company, joint venture, partnership, entity or association, which holds in fee title, the rights and incidents of ownership of real property in the State of Utah as to a Parcel within the Project as evidenced in the official records of the San Juan County Recorder, State of Utah. The term "Owner" shall not refer to any party that shall have such interest solely as security for performance of any obligation, including a Mortgage.

1.41. “Owner’s Percentage” shall mean the ownership percentages of the Members as more fully described in Section 8.2.

1.42. “Parcel” shall mean each portion of the Project, including each Lot, which either (i) has been designated on any Plat as a legal lot which may be separately transferred or conveyed under the laws of the State of Utah, or (ii) has been conveyed as a legal lot to an Owner as evidenced in the official records of San Juan County, State of Utah. A Parcel may also be designated on any Plat as a “Lot” or “Tract.” Since Additional Property may be annexed into the Project, the number of Parcels within the Project may change or increase over time.

1.43. “Phase II Plat” shall mean that certain Final Plat of Sky Ranch Estates, Phase II, recorded in San Juan County on _____, 2021, as Entry _____.

1.44. “Plat” shall mean a plat of all or a part of the Property which may be prepared, submitted and approved in accordance with applicable ordinances of the County and which may, either prior to, contemporaneous with, or subsequent to the recordation of this Declaration, be recorded in the official records of San Juan County, State of Utah. Multiple plats may be recorded covering parts of the Property and/or any Additional Property annexed hereto and all such plats taken together shall be referred to as the Plat, unless otherwise indicated.

1.45. “Processing Fee” shall mean the fee and/or charge described in Section 5.5 of this Declaration.

1.46. “Project” shall mean the Property, together with the Improvements which are now located upon or may in the future be located upon the Property and which shall collectively be commonly known as Desert Sky Ranch.

1.47. “Project Sign” shall mean the sign(s) more fully described in Section 7.7, if any.

1.48. “Property” shall mean the real property described in paragraph “A” above, less any portion thereof that shall be transferred, deeded or otherwise dedicated to the County and/or any governmental or quasi-governmental agency or authority (including, without limitation, any district created or formed in connection with any drainage, utilities, roadways, trails, or other causes) for public use, together with any Additional Property subsequently annexed hereto.

1.49. “Reimbursement Assessment” shall mean amounts required to be repaid by an Owner pursuant to Section 8.6 hereof.

1.50. “Reference Rate” shall mean the prime rate as published from time to time in the Wall Street Journal or other reasonable substitute publication (as determined by the Board).

1.51. “Rules” shall mean the rules and regulations, including without limitation the Aviation Rules and Regulations, adopted by the Board, for the regulation and management of the Association and the Project, as described in Section 7.11.

1.52. “Runway” shall mean the approximately 3,700 foot long by approximately 50 foot wide paved aircraft landing area or airstrip with the Federal Aviation Administration identifier “UT53”.

1.53. “Sign Easement” shall mean the easement(s) described in Section 3.2.

1.54. “Streets” shall mean that portion of the Property which shall be designated on the Plat for the construction, maintenance and existence of streets, roads, sidewalks and related improvements. The Streets are private roads and comprise part of the Common Area.

1.55. “Supplemental Assessments” shall mean the share of any additional assessment levied in accordance with provisions of Section 8.5 hereof which is to be paid by each Owner.

1.56. “Taxes” shall mean all taxes, assessments, charges and fees imposed, assessed or levied by any governmental or public authority against or upon the Property and/or Improvements.

1.57. “Taxiways” shall mean the paved drive areas that provide aircraft access to the Runway from the Lots and Hangars.

ARTICLE 2 Submission

2.1. Declaration. Declarant hereby declares that the Property and any and all Improvements that shall at any time be located upon any portion of the Property shall be held, sold, conveyed, transferred, designed, constructed, operated, used, maintained, leased, subleased and occupied subject to the covenants, conditions, restrictions and easements set forth in this Declaration and which are for the purpose of (among other things) establishing procedures for implementation for design standards, mutual easements, covenants and restrictions to provide for the common management and operation of certain portions of the Project, to place certain use restrictions and/or limitations on the Property, or portions thereof, and to protect and preserve the value of the Project.

2.2. Covenants to Run With Land. This Declaration and all of the easements, covenants, conditions, restrictions and other provisions contained herein are intended to be, and shall constitute covenants which shall run with the land and which shall be binding upon and shall inure to the benefit of Declarant, each respective Owner and Occupant, and any other party which has or may acquire any interest in or to any portion of the Project and each respective grantee, transferee, heir, devisee, personal representative and successor and assign thereof. Any party which acquires an interest in any portion of the Project, or which may occupy any portion of the Project, shall be bound by this Declaration and all of the easements, covenants, conditions, restrictions and other terms and provisions herein contained.

2.3. Recordation of Plat(s). Declarant reserves the right to cause one or more Plat(s) to be recorded or amended subsequent to the date of the recordation of this Declaration. Upon approval of a Plat in the manner required by law, Declarant shall cause such Plat to be recorded in the official records of San Juan County. The drawings and/or illustrations which shall be approved in the manner required by this Section 2.3 shall be collectively deemed to be the Plat, notwithstanding the fact that there shall be more than one such drawing and/or survey illustration which shall be approved and recorded as the design and construction of the Project shall be completed. Declarant specifically reserves the right to record such number of Plats as Declarant shall determine, in its discretion, to be necessary to adequately define the Project and all of the Parcels and other parts of the Project. Declarant further reserves the right to record such revisions, amendments, restatements or supplements to the Plat, whether one or more, as may be required to cause the Plat to accurately represent the Parcels and other parts of the Project as constructed and existing as of the date of such recordation. After an Owner becomes the owner of a Parcel, no revision, amendment, restatement or supplement to the Plat may modify conditions which exist upon an Owner's Parcel without the written consent of such Owner, which consent shall not be unreasonably withheld, conditioned or delayed. An amendment, restatement or supplement to the Plat permitted in accordance with the provisions of this Section 2.3 shall be attached to a supplement to this Declaration and recorded in the official records of San Juan County. Such supplement to this Declaration shall specifically state that the Plat attached thereto shall, for all purposes thereafter, constitute an additional Plat referred to in this Declaration. Any such supplement to this Declaration authorized pursuant to this Section 2.3 shall be signed by Declarant and need not be signed by, nor consented to by any Owner, Mortgagee or San Juan County (unless required under applicable law).

2.4. Additional Property. Declarant reserves the unilateral option and right, but shall not be obligated, to annex Additional Property into the Project at any time and from time to time, which additional Property shall be added into the Project by an amendment to this Declaration and/or the Plat, as set forth in Section 2.3 above. Any such amendment shall be signed by the Owner of the Additional Property.

2.5. Phasing. Without limiting the generality of the foregoing, Declarant shall have the right to record additional Plats, or annex Additional Property into the Project, in connection with any phasing or staging of development of the Property and/or any surrounding property.

ARTICLE 3 Easements

3.1. General. The Property and any portion of the Property which is sold or otherwise conveyed as a separate Parcel shall be conveyed and owned subject to and together with the Easements recited in this Declaration or as shall be set forth on the Plat, whether or not such Easements are specifically set forth in the document of conveyance. In each instance the physical

location of an Easement may, in some circumstances, be located in the same place and the use thereof may be shared with other Easements similarly located and in each such instance the rights and privileges associated with each such Easement shall be interpreted separately, but the use shall be deemed to be non-exclusive with any other Easement similarly located. Except as may be specifically set forth elsewhere in this Declaration, no Easement may be amended, extinguished or otherwise modified in any manner by an amendment to this Declaration or the Plat without the express written approval of the owner of the real property which shall be benefitted or intended to be benefitted by the existence of such Easement. It is expressly agreed that any and all Easements granted pursuant to this Declaration shall survive any termination, expiration or other cessation of this Declaration and shall be extinguished only upon the execution and delivery of a termination executed by the party legally entitled to terminate the Easement intended to be terminated. Any grantee using the easements granted herein or by separate document shall be obligated to repair and return the area of the Easement to the condition in which it was found, including the replacement of any Improvements that were located thereon.

3.2. Common Area Easements. Except as limited in 3.2.1 below, each Owner shall have a nonexclusive right and easement of use and enjoyment in and to the Common Area, including, without limitation, the Airstrip Easement. Such right and easement shall be appurtenant to and shall pass with title to each Lot and in no event shall be separated therefrom, or encumbered, pledged, assigned or otherwise alienated by an Owner. Any Owner may temporarily delegate the right and easement of use and enjoyment described herein to any family member, household guest, tenant, lessee, or contract purchaser, subject to all applicable regulations.

3.2.1 Limitation on Common Area Easements. An Owner's right and easement of use and enjoyment concerning the Common Area shall be subject to the following:

- a) The right of the Association to govern the use of the Common Area so as to provide for the enjoyment of said Common Areas by the Owners in a manner consistent with the preservation of quiet enjoyment of the Lots by the Owners, including the right of the Association to impose reasonable limitations on the use of the Common Area;
- b) The right of the Association to suspend an Owner's right to the use of the Common Areas, or any amenities included therein, for any period during which an Owner is in violation of the terms and conditions of this Declaration or delinquent in the payment of a levied assessment or fee.
- c) The right of the County and any other governmental or quasi-governmental body having jurisdiction over the Property, to enjoy access and rights of ingress and egress over and across any street, walkway, or open area contained within the Common Areas for the purpose of providing police and fire protection, utility access/installation, and providing any other governmental or municipal service.
- d) The right of the Association to dedicate or transfer any part of the Common Areas to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association, provided that such dedication or transfer must first be assented to by a majority of the votes of the Association. No such dedication or transfer, however, may take place without the Association first receiving written approval from such public agency or authority pursuant to

all applicable laws, rules and ordinances in effect at the time of such proposed dedication or transfer.

e) Class “A” Members shall be the only Owners that have the right to use the Runway, Taxiways and other improvements and amenities within the Airstrip Easement, in accordance with rules and regulations established by the Board, unless otherwise approved in writing by the Board.

3.3. Airstrip Easement. The Association shall have the exclusive right and authority to manage and control the use of the Runway, Taxiways and other improvements and amenities within the Airstrip Easement. In no event shall any Owner construct or alter any improvements whatsoever (including, without limitation, any landscaping) within the Airstrip Easement without the prior written consent of the Design Review Board, in accordance with the provisions of Article V of this Declaration.

3.4. Avigational Easement. The entire Property is subject to an avigational easement which allows for the operation of aircraft in accordance with the terms of this Declaration. Each Owner acknowledges that they have chosen to be part of an aviation related community, and as such, they waive any and all claims they otherwise may have against the use of the Runway, Taxiways and other related improvements by or for aircraft. Each Owner expressly waives any claim against the Association related to any harm to persons or property resulting from aircraft operations at the Property, including but not limited to noise, fumes or any other damage or harm to such Owner, or such Owner’s guests, invitees or tenants.

3.5. Sign Easement. There is hereby granted to Declarant and the Association an easement (the “Sign Easement”) to construct, install, service, replace and maintain the Project Sign for the designation of the name of the Project on either Lot 46 or Lot 64 as determined in Declarant’s sole discretion. The location of the Sign Easement shall be located generally adjacent to Spanish Valley Drive and shall be of sufficient size to permit the Association to have access to construct and maintain the Project Sign as designed by Declarant and to have access to the Sign Easement as reasonably necessary for its intended purpose. The Sign Easement shall be located within the area designated on the Plat as determined by Declarant. The Sign Easement herein granted shall include an easement over and across the surface of the Property from an adjacent street to the location of the Project Sign as shall be reasonably necessary for the construction, installation, servicing, replacement and maintenance of the Project Sign. Responsibility for the maintenance of the Project Sign is specifically set forth in Section 7.7.

3.6. Access to Perform Duties. There is hereby granted unto the Association an easement, together with the right to grant and transfer such Easement to others as is reasonably required to accomplish the intended purpose of such Easement, over and through all portions of the Project for the purpose of permitting the Association to exercise its rights and discharge its obligations and duties under this Declaration. Such right of access is also hereby granted to all policemen, firemen, ambulance personnel and similar emergency personnel in the performance of their respective duties.

3.7. No Public Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the Project to or for the general public or for any public

purpose whatsoever, it being the intention of the Declarant that this Declaration will be strictly limited to and for the purposes herein expressed. Notwithstanding the grant of the Easements, each Owner may be entitled to take whatever steps it deems necessary to protect and preserve the private ownership of its Parcel and to prevent same from being dedicated to the public use as a matter of law. An Easement granted herein to the County shall be deemed granted to the County only, which may be used by its employees, agents, contractors and representatives in performance of their respective duties within the Project, and shall not be construed to be a grant to the public generally.

ARTICLE 4
Development and Use Restrictions

4.1. Construction of Improvements. Once commenced, construction of all Improvements shall be diligently prosecuted to completion. The Owner of the Parcel on which Improvements are being constructed shall at all times keep the Streets contiguous to the Parcel free from any dirt, mud, garbage, refuse, trash or other debris which might be occasioned by construction of the Improvements.

4.2. Maintenance of Improvements. Once installed, all Improvements located upon a Parcel shall be continuously maintained so as to preserve a well-kept appearance. Both before and after the installation of such Improvements, each Owner shall keep its Parcel free from rubbish, debris, fire hazards or any unsanitary, unsightly or offensive condition and to conduct such weed abatement, rubbish and debris removal and other maintenance as shall be required by applicable ordinances of the County, and by the Rules.

4.3. On-Street Parking; RV/Trailer/Boat Parking. The Association shall have the right to govern the use of the Streets for on-street parking so as to provide for the preservation of quiet enjoyment of the Lots by the Owners, including the right of the Association to impose reasonable limitations with respect to on-street parking. Unless otherwise approved by the Board in writing, (i) on-street parking shall not be permitted on Waco Drive or Mustang Drive, and (ii) on-street parking shall be permitted on Sky Ranch Loop and Sky Ranch Circle. In no event shall any recreational vehicle (RV), motor home, travel trailer, utility trailer, boat or other similar vehicle or trailer be parked (i) on any Parcel for a period of more than three (3) days (unless parked entirely within a garage), or (ii) on any Street within the Project.

4.4. Common Areas. The Association shall manage, administer, maintain and repair the Common Areas; provided, however, that nothing contained herein shall preclude the Association from entering into contracts with other parties, including a management association, to perform tasks related to the management, administration, maintenance and repair of the Common Areas, or any portion thereof, including without limitation, the Airstrip Easement. All costs and expenses incurred in connection with such management, administration, maintenance and repair of the Common Areas, including specifically, but without limitation, any capital improvement which is made upon or within the Common Areas, shall constitute a Common Expense.

4.5. Permitted Use. All Parcels shall be used in compliance with all applicable zoning ordinances. The Hangar Parcel, may, upon obtaining necessary zoning approvals, be improved and used for the sale, rental or other use of Hangars and/or Hangar Units and other aviation related activities and services, subject to the following: any person or party (other than Declarant or any affiliate of Declarant) that owns or rents a Hangar Unit must also be the owner or tenant of a Dwelling located at the Project. In addition, if an Owner owns two Lots, one with a Dwelling,

and the other with a Hangar, the Owner's Hangar may not be rented unless such Owner's Dwelling is also rented by the same tenant.

4.6. No Short-Term Rentals. No Dwelling at the Project shall be rented on a nightly basis, or for any rental period of less than twenty-eight (28) consecutive days.

4.7. Compliance with Law. No portion of the Project may be occupied for any use which is in violation of any applicable ordinances, laws and regulations of any governmental entity having jurisdiction over the use of all or any portion of the Project.

4.8. Nuisances. No Owner or Occupant shall create a nuisance in the Project. No rubbish or debris of any kind shall be placed or permitted to accumulate outside a Dwelling upon any Parcel, and no odor shall be permitted to arise therefrom including open burning, so as to render any Parcel or any portion thereof unsanitary, unsightly, offensive or materially detrimental to any Property in the vicinity thereof or to the Occupants thereof. No use or operation shall be conducted in the Project that is noxious, objectionable, unsightly or materially detrimental to others in any manner and due to any cause such as, but not limited to, vibration, sound, radiation, air, water, drainage or sewer pollution, dust or emission of odorous toxic or nontoxic substances. Notwithstanding anything to the contrary herein, in no event shall aviation operations conducted in accordance with the terms of this Declaration be deemed a nuisance or otherwise in violation of the foregoing provisions.

4.9. Aviation Rules and Regulations. No portion of the Project may be used or occupied in violation of such Aviation Rules and Regulations as may be adopted by the Board from time to time, including without limitation, the Desert Sky Ranch Safety Rules and Regulations Regarding Operation Practices, attached hereto as Exhibit B.

4.10. Subdivision of Parcel. Declarant shall have the right, subject to applicable laws and ordinances, but without the consent being required of any Owner or any Mortgagee, to relocate or otherwise reconfigure the boundary lines of any Parcel, to eliminate Parcels designated on the Plat, to create new Parcels through the subdivision or reconfiguration of one or more existing Parcels and to otherwise design and develop the Parcels within the Project as Declarant shall determine; provided, however, that such rights shall be applicable only to Parcels which shall be owned by Declarant at the time of such adjustments. Nothing contained herein shall be construed to grant Declarant the right to alter the boundary of any Parcel not owned by Declarant without the express written consent of the Owner of such Parcel. Upon any reconfiguration of a Parcel, Declarant may cause to be prepared and recorded an amendment to the Plat which shall set forth the boundaries of the reconfigured Parcel. No signature of any Mortgagee or any Owner, other than Declarant, shall be required on any such amendment.

4.11. Reservation by Declarant. Declarant reserves the right to erect, construct and maintain upon the Project or upon any portion of the Project owned by Declarant, such signs, sales offices or other administrative offices as may be reasonably necessary for the completion of the Project and the leasing, sale or other disposition of the Parcels.

4.12. No Third Party Beneficiary. This Declaration is being recorded for the benefit of Declarant, the Owners and certain other parties specified herein and no other party shall be entitled to enforce any provision hereof. No party shall be permitted to claim that such party is an intended third party beneficiary entitled to enforce rights, duties and/or obligations set forth herein unless the intent to benefit such party and/or a specific right of enforcement is specifically set forth herein.

ARTICLE 5 Architectural Control

5.1. Architectural Control. No Owner, except Declarant, shall, without the prior written approval of the Design Review Board, granted in accordance with the provisions of this Article and/or the other provisions of this Declaration, undertake or permit others to undertake upon such Owner's Parcel (i) the construction, installation, erection, improvement, or expansion of any Dwelling, Hangar or other Improvements, including any sheds, storage facilities or other secondary or ancillary structures, (ii) the placement and construction of all utility facilities (including, but not limited to, culinary water, irrigation water, sanitary sewer, storm water drainage, natural gas, electricity, cable television, telephone, internet and other forms of communication), (iii) the voluntary demolition or destruction of any Dwelling or other Improvements, (iv) the grading, excavation, filling or similar disturbance of the surface of the land, including, without limitation, changes of grade or drainage pattern, (v) clearing or removal of trees, shrubs or plants, (vi) planting or other installation of landscaping, (vii) the construction or erection of any fencing or other barriers between or upon Parcels within the Project, including location, height and acceptable materials, or (viii) any change or alteration of any previously approved Improvement, including any change to (a) exterior appearance, color or texture of any Dwelling, or (b) approved landscaping. Approval shall be requested and granted or denied in accordance with this Article and/or the Design Guidelines. If the Design Review Board should determine in its reasonable discretion, in accordance with the provisions of this Declaration, that a proposed Improvement or alteration of same (including each of the above-referenced items) is not in harmony with the Project, and/or is not consistent with the Design Guidelines, such Improvement or alteration shall not be made. Declarant, the Association, and the Design Review Board shall have the standing and authority to enforce the provisions of this Article (and the decisions of the Design Review Board) in accordance with rights and remedies provided in this Declaration in courts of competent jurisdiction.

5.2. Design Review Board. Declarant hereby establishes a three (3) member Design Review Board to act in accordance with the provisions of this Article. The members of the Design Review Board may, but need not, be Owners or Occupants of Parcels within the Project. Until the expiration of the Declarant Control Period, Declarant shall have the right to appoint all members of the Design Review Board. Thereafter, the three (3) person membership of the Design Review Board shall be appointed by the President of the Association or, if the president shall fail to designate the Members of the Design Review Board, by the majority of all of the votes of the Association. Each person appointed or elected to the Design Review Board shall serve for a term of three (3) years; provided, however, that any person may be removed by the same method by which such person was appointed or elected. Any person may serve multiple terms. Without limiting the generality of the foregoing, any member of the Design Review Board may resign at any time from the Design Review Board, in which event such member shall be replaced in accordance with the terms and provisions of this Section 5.2. In the event that any member of the Design Review Board shall resign, the remaining two members may act by unanimous consent to the extent required to conduct the business of the Design Review Board prior to the designation or election of a replacement member of the Design Review Board pursuant to procedures set forth in this Section 5.2. If and to the extent there shall be a duly elected president of the Association at the time a vacancy shall occur on the Design Review Board by reason of the resignation of a member thereof, such president may designate a replacement member of the Design Review Board. After the expiration of the Declarant Control Period, a member of the Design Review Board may be removed by the president of the Association or the majority of all of the votes of the Association.

5.3. Purpose of Design Review Board. It is the stated purpose of the Design Review Board to assure that all Dwellings and other Improvements which shall be constructed or installed upon and within the Project shall (i) be of good quality and sound construction, (ii) harmonize with the existing surroundings and Improvements which have been or will be constructed upon the Project, assuring a consistent and integrated appearance (iii) be located upon the applicable Parcel in such manner as to enhance the overall design of the Project, (iv) be in compliance with the Design Guidelines, and (v) not detract from the overall quality and design of the Project. The Design Review Board shall be permitted to approve such plans and specifications as it shall, in its judgment, have determined will promote the development and maintenance of the Project. Compliance of proposed plans and specifications with applicable zoning requirements, building codes and other laws shall not necessarily mean that such plans and specifications shall be permitted to be developed and implemented pursuant to this Declaration. Approval of the designs, plans and specifications may be withheld not only because of noncompliance with any of the specific conditions, covenants and restrictions contained in this Declaration or the Design Guidelines, but also by virtue of the dissatisfaction of the Design Review Board with the location of the Improvements on the Parcel, the elevation, the color scheme, the finish, design, proportions, architecture, drainage plan, shape, height, style and appropriateness of the proposed Improvements or alteration to existing Improvements, the materials used therein, the landscaping, including size, height or location of vegetation on the Parcel, or because of the Design Review Board's dissatisfaction with any other matters which, in the judgment of the Design Review Board, will render the proposed Improvements out of harmony with the Project and/or not in keeping with the Design Guidelines.

5.4. Design Guidelines. All structures within the Project should generally fit with and generally blend with the landscape. Because of the open nature of the Project, all structures must look attractive from all sides. Typical metal Hangars will not be allowed. Flat roofs shall be hidden by parapet walls. Exterior colors should be earth tones, to harmonize with surroundings. Construction of a Dwelling must commence prior to or at the same time as construction of a Hangar on any and all Class "A" Lots (if an Owner owns two Lots, one of the Lots may have a Hangar only, but construction of a Dwelling on the other Lot must commence prior to or at the same time as construction of the Hangar). The following minimum building setback (meaning the distance from the building to the lot line) requirements shall apply to all buildings within the Project: (i) front yard = 25 feet, (ii) interior side yard = 8 feet, (iii) street side yard = 25 feet, and (iv) rear yard = 20 feet. Until the expiration of the Declarant Control Period, Declarant shall have the unilateral right to adopt and revise Design Guidelines to inform Owners of the standards which will be applied in approving or disapproving proposed Improvements. The Design Guidelines and any requirements imposed by the Design Review Board as a condition for approval of any proposed Improvements shall be in compliance with existing law, but may impose additional requirements not otherwise imposed by law. After Declarant shall no longer have the right to adopt the Design Guidelines, the Owners, by a vote of at least two-thirds of the votes of the Association, shall have the right to adopt, amend or revise Design Guidelines. Any amendment shall only be effective prospectively; and no amendment or revision shall require an Owner to alter or modify either (i) any existing Improvement constructed in accordance with the provisions of this Article upon said Owner's Parcel, or (ii) plans and specifications which shall have previously been approved by the Design Review Board within one (1) year of the date of the adoption of such amendment or revision, pursuant to which plans and specifications construction shall have commenced, but may not be completed. In order to preserve the value of existing Improvements and to apply uniform standards for the design and construction of Improvements within the Project, no modification of the Design Guidelines shall provide for or permit a material degradation of the architectural standards originally set forth and used as the standard for approval of the construction of any Improvements constructed within the Project. The different,

additional or revised Design Guidelines shall become effective as to all matters requiring Design Review Board approval from and after the date of adoption of the revised Design Guidelines. Design Guidelines may amplify, but may not be less restrictive than the regulations and restrictions contained in this Declaration and shall be binding upon all Owners of Parcels within the Project. Review and approval by the Design Review Board shall be based upon the standards set forth in this Declaration and in the Design Guidelines. The Design Review Board shall consider not only the quality of the specific proposal, but also its effect and impact on neighboring Parcels, existing Dwellings and the entire Project. In no event shall any Improvement be constructed which shall not be in compliance with engineering, architectural or building codes or any other code design requirements and zoning or other applicable municipal, state or federal laws, ordinances or regulations. Each Owner and potential Owner shall have access to a copy of the Design Guidelines.

5.5. Design Review Procedures. An Owner shall submit three (3) copies of preliminary plans and specifications for any Improvements to be constructed upon its Parcel, which plans and specifications shall include, site plans, maps, dimension drawings, exterior elevations, drainage plans, exterior colors, materials and textures and other data sufficient to adequately disclose the scope and design of the proposed Improvements. The Design Review Board shall designate from time to time, by written notice to the Owners, the present recipient (and recipient's address) for all plans and specifications submittals. The Design Review Board may, without modification or amendment to this Declaration, periodically change the recipient for plans and specifications submittals by written notice to the Owners. If the Design Review Board determines the submission to be insufficient, a written notice shall specify the information that will be required to permit the Design Review Board to begin its review.

Further, the Design Review Board, as a condition to its acceptance and review of an Owner's plans and specifications, may (in addition to any and all other conditions set by the Design Review Board): (i) establish a construction commencement and completion timetable; and (ii) impose a nonrefundable processing and review fee (the "Processing Fee"). The Processing Fee shall be determined by a fee schedule which may be amended by the Design Review Board from time to time. The Processing Fee shall cover the Design Review Board's actual out-of-pocket costs and expenses incurred as a result of the Design Review Board's process and review of the submitted plans and specifications. The Processing Fee shall include, without limitation, processing expenses, architectural and engineering fees including fees of outside consultants engaged by the Design Review Board, and inspection fees. An Owner applying for Design Review Board approval shall pay for the Processing Fee in accordance with any procedures provided by the Design Review Board.

5.6. Review Period. All such plans and specifications submitted to the Design Review Board shall be approved or disapproved by the Design Review Board in writing within fifteen (15) business days after its receipt of a complete submission. In the event that additional information is requested by the Design Review Board, the approval period will be extended accordingly. The Design Review Board shall provide written notification of approval or disapproval. In the event that the plans and specifications are not approved as submitted, such written notification shall also include a reasonably detailed explanation of the reasons for such disapproval. The Design Review Board shall have the right to approve submitted plans and specifications subject to specified conditions. Upon approval, at least one (1) copy of the plans and specifications and related materials shall be returned to the Owner and at least one (1) copy shall be retained by the Design Review Board.

5.7. Term of Approval. Approval by the Design Review Board shall be effective for a period of one (1) year from the date the approval is given. If construction has not commenced within the said one (1) year period, the approval shall be deemed expired and no construction shall thereafter commence without written renewal of such prior approval and such renewal shall be upon such terms as shall be imposed by the Design Review Board and, if adopted, pursuant to Design Guidelines then in effect.

5.8. Required Vote. The act, concurrence or determination of (i) at least two members of the Design Review Board shall be necessary for the Design Review Board to act. Such concurrence or action of said members of the Design Review Board may occur with or without a meeting, and at the same time or at different times. The Design Review Board shall maintain such records as it shall deem necessary to record actions taken or determinations made by it.

5.9. Variances. The Design Review Board may from time to time authorize variances from compliance with any provision of the Design Guidelines when circumstances such as topography, natural obstructions, or aesthetic, environmental or planning objectives or considerations may so warrant; provided, however, that no variance granted shall, in the opinion of the Design Review Board, constitute a material violation of the standards for the Project. Each such variance must be approved by at least two members of the Design Review Board. If such a variance is granted, no violation of this Declaration or the Design Guidelines shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of a variance shall not operate to waive or to render unenforceable any of the terms and provisions of this Declaration for any purpose except as to the particular Parcel and the provisions and circumstances covered by the variance, nor shall the granting of a variance be deemed to set a precedent with respect to any subsequent requests for variances. The Design Review Board shall not delegate to any single member or group of members of the Design Review Board or to any other person the power to grant variances pursuant to this section. Any request for variance must be in writing and specify the variance requested and the reasons for such variance. A request for a variance shall be reviewed by the Design Review Board within fifteen (15) business days after its receipt of a written request for same. The Design Review Board shall provide written notification of approval or disapproval. In the event that the Design Review Board shall fail to act within said fifteen (15) day period, the requested variance shall be deemed disapproved.

5.10. Final Plans. Upon approval of preliminary plans and specifications, the Owner shall proceed to prepare final construction plans and specifications, including final plans for landscaping, which shall conform with the plans and specifications approved by the Design Review Board. Not later than the time the final plans and specifications are submitted to the appropriate governmental authority for the issuance of building permits, the Owner shall submit copies of the final plans and specifications to the recipient of plans and specifications submittals designated by the Design Review Board. Prior to the commencement of construction, the Design Review Board shall have the right to determine whether the final plans and specifications and landscaping plan conform with the approval previously granted by the Design Review Board. Such determination shall be made within fifteen (15) business days of the date final plans and specifications are delivered to the Design Review Board. The Design Review Board shall provide written notice of its approval or disapproval. Failure of the Design Review Board to provide such notice within said seven (7) day period shall be deemed approval.

5.11. Inspection. The Design Review Board shall have the right and authority, but not the obligation, to monitor construction of the Improvements to see that such Improvements are in compliance with the plans and specifications which have been approved by the Design Review Board. Either directly or by a consultant retained for such purpose, the Design Review Board

shall notify the Owner in writing of any failure to comply with the plans and specifications approved by the Design Review Board. This right of inspection shall expire fifteen (15) business days after the Design Review Board shall have received a written notice of completion of construction from the Owner. The costs of any such inspections shall be paid for by the applicable Owner.

5.12. Notice of Noncompliance. If the Design Review Board determines that any Improvements have been constructed without approval of the Design Review Board or were not constructed in substantial compliance with the description and materials furnished to and any conditions of approval imposed by the Design Review Board, then the Design Review Board shall notify the Owner in writing of such noncompliance. Such notice shall specify the noncompliance and shall require the Owner to take such action as may be necessary to remedy the noncompliance within ten (10) business days of the date of such notice or in the event such noncompliance is not reasonably capable of being remedied within said ten (10) days, then within such time, the Owner shall have commenced such action as shall be required to remedy the noncompliance and shall diligently prosecute same to completion.

5.13. Correction of Noncompliance. If the Owner does not comply with the notice sent pursuant to this Article, then Declarant, the Board and/or the Design Review Board may, in its discretion, record a notice of noncompliance against the Parcel on which the noncompliance exists, and/or remove or correct the noncomplying Improvement and, in such event, the Owner shall reimburse Declarant, the Board and/or the Design Review Board, as applicable, upon demand, for any and all expenses incurred in connection therewith. The Declarant, the Board and/or the Design Review Board shall have standing and authority to enforce in courts of competent jurisdiction its decisions and the Design Guidelines. The right to remedy or remove any noncomplying Improvement shall be in addition to all other rights and remedies which the Board may have at law, in equity or under this Declaration, including specifically, but without limitation, the right to injunctive relief from a court of competent jurisdiction to stay construction or compel removal of a noncomplying Improvement. Should the Declarant, the Board and/or the Design Review Board be required to enforce the provisions hereof, the attorneys' fees and costs incurred, whether or not judicial proceedings are involved, shall be collectible from the Owner of the applicable Parcel.

5.14. No Liability. The Design Review Board as a body, and each member of the Design Review Board individually, shall not be held liable (as a body or individually) for civil claims arising from (i) the acts or omissions of the Design Review Board or the Design Review Board members individually while performing the duties of the Design Review Board (unless the aforementioned claims are the result of the gross negligence or intentional misconduct of the Design Review Board or Design Review Board member), or (ii) the acts and/or omissions of any Owner in the performance or nonperformance of said Owner's obligations under this Declaration. Plans and specifications are not reviewed for (i) engineering, architectural, building code or any other code design requirements, (ii) compliance with zoning or other applicable municipal ordinances or regulations, or (iii) compliance with the requirements of any public utility. Neither the approval of plans and specifications by the Design Review Board, nor the compliance of such plans and specifications to the Design Guidelines shall be construed to constitute any acknowledgement, warranty or representation by Declarant, the Board and/or the Design Review Board as to the technical sufficiency, adequacy or safety of any Improvement or the compliance with applicable building codes, regulations or laws, including specifically, but without limitation, the Americans With Disabilities Act of 1990, as amended, and any regulations adopted pursuant thereto. Any costs, expenses or attorneys' fees incurred by the Declarant, the Board and/or the Design Review Board to defend any claims brought by an Owner under this Declaration shall be

reimbursed by said Owner in accordance with this Declaration or any other applicable methods adopted by the Board.

Article 6 Association

6.1. The Association. The administration of the Project shall be by the Association, which shall exist for the sole purpose of performing the functions and providing the services contemplated in this Declaration, including, without limitation, the implementation of the Design Guidelines. The Association shall be organized as required by the Act prior to or concurrently with the execution and recordation of this Declaration and Declarant shall be responsible to pay costs and expenses incurred in such organization. The Association shall be operated as a nonprofit corporation and shall be governed by the Board and officers authorized by the Bylaws. The Association may adopt, amend and revise from time to time, Bylaws which shall constitute written procedures for the regulation and management of the affairs of the Association; provided, however, that no provision of the Bylaws shall substantially alter or amend the rights or obligations of the Owners set forth in this Declaration.

6.2. Members of Association. Each Owner shall be entitled and required to be a Member of the Association. An Owner shall become a Member of the Association immediately and automatically upon becoming an Owner and shall cease to be a Member immediately and automatically upon ceasing to be an Owner as evidenced in the official records of San Juan County. The right to be a Member shall be appurtenant to the real property within the Project and shall not be transferred except upon the transfer of title to said real property and then only to the transferee of title thereto. Any transfer of title to a Parcel shall operate automatically to transfer the Owner's rights as a Member of the Association appurtenant thereto to the new Owner thereof. Any attempted separate transfer shall be void.

6.3. Voting Rights. The Association shall have three (3) classes of Members: Class A, Class B and Class C.

6.3.1. Class "A". Class "A" Members shall be the Owners that own any one or more of the following Lots and/or Hangar Units: Lot 1 through Lot 45, Lot B1 through Lot B6, and/or any Hangar Unit (each, a "Class "A" Lot", and collectively, the "Class "A" Lots"), with the exception of Declarant (and any assignee of Declarant receiving Class "C" votes). Each Class "A" Member shall be entitled to vote on all issues (including Aviation Issues and Non-Aviation Issues) to be voted upon by the Members of the Association. The number of votes which a Class "A" Member shall be entitled to cast during a vote of the Members shall be equal to the number of Class "A" Lots owned by such Member. Each Class "A" Member shall be responsible for its proportionate share of Common Expenses, including Aviation Expenses, as set forth in Article 8.

6.3.2. Class "B". Class "B" Members shall be the Owners that own any one or more of the following Lots: Lot 46 through Lot 76 (collectively, the "Class "B" Lots"), with the exception of Declarant (and any assignee of Declarant receiving Class "C" votes). Each Class "B" Member shall be entitled to vote on all Non-Aviation Issues to be voted upon by the Members of the Association. Class "B" Members shall not participate in any vote with respect to any Aviation Issues. Class "B" Members shall not be obligated to pay any Aviation Expenses, but shall be responsible for their proportionate share of other Common Expenses, as set forth in Article 8. The number of votes which a Class "B" Member shall be entitled to cast during a vote of the Members shall be equal to the number of Class "B" Lots owned by such Member.

6.3.3. Class "C". The Class "C" Member shall be Declarant (during such time as Declarant is also an Owner, which may be from time to time) and any successor or assignee of Declarant who takes title to one or more Parcels for the purpose of development and sale (and/or for construction of Improvements for occupancy or other use) and to whom Declarant assigns in a recorded writing one or more of the Class "C" votes. The Class "C" Member shall be entitled to four (4) times the number of votes designated for each Class "A" Lot and Class "B" Lot, as set forth above. Therefore, the number of votes applicable to a Parcel owned by Declarant determined pursuant to Section 6.3.1. or 6.3.2., *times four (4)*, shall be the number of Class "C" votes applicable to such Parcel and which may be cast by Declarant. The Class "C" Member shall be entitled to vote on all issues (including Aviation Issues and Non-Aviation Issues) to be voted upon by the Members of the Association. The Class "C" Member shall be responsible for Common Expenses, including Aviation Expenses, and the Class "C" Member's share thereof shall be calculated in the same manner as a Class "A" Member's share thereof is calculated, as set forth in this Declaration. The Class "C" Membership shall terminate and any Owner then holding Class "C" Membership shall be deemed to be a holder of Class "A" Membership or Class "B" Membership, as applicable, upon the happening of the earliest to occur of the following: (i) when the Declarant elects by written notice to the Association to terminate its Class "C" Membership; or (ii) when eighty percent (80%) or more of the Lots are no longer owned by Declarant (or any affiliate of Declarant).

6.4. Voting. Each Member shall be entitled to vote on all matters brought before the Members for a vote thereon, subject to any applicable limitations as set forth in Section 6.3 above. A Member may be denied the right to exercise its right to vote or participate in any meeting of the Members for failure of said Member to pay Assessments levied against such Member's Parcel. Unless otherwise specifically provided, a majority of the votes present, in person or by proxy, and entitled to vote on any matter before the Association shall be required to approve such matter. Any Owner may, by written notice to the Association, transfer its vote to its Mortgagee or to the Occupant of such Owner's Parcel (including the tenant of such Owner's Hangar Unit). Such transfer shall be effective until notice of revocation of such transfer signed by said Owner shall be received by the Association. No such transfer shall relieve an Owner of any obligation under this Declaration.

6.5. Multiple Ownership. If title to a Parcel or Hangar Unit is held by more than one party, then all such parties shall be Members of the Association and entitled to participate as a Member, but no fractional votes shall be allowed. In the event of joint or multiple Owners of a Parcel or Hangar Unit, said Owners shall designate in writing one party to cast one vote on behalf of said Owners and such designated Owner, and only such designated Owner, shall cast the vote attributable to such Parcel or Hangar Unit.

6.6. Vote of Members. The Board may cause such matters as it shall determine to be submitted to a vote of the Members either at the annual meeting of the Members or at a special meeting called for the purpose of conducting a vote of Members. In addition to such matters as the Board may submit to a vote of the Members, there shall be submitted to a vote of the Members, any matters required to be voted upon by Members in accordance with the provisions of the Act, including specifically but without limitation, any amendment to the Articles.

6.7. Meetings. There shall be a meeting of the Members of the Association not less often than once each calendar year; provided, however, that a meeting of the Members may also be called by the Board or upon the written request of Members which shall be entitled to cast at least one-third (1/3) of the total votes of the Association. A meeting of the Members shall be held

at such time and place within San Juan County or Grand County, as shall be designated by the Board. In the event that the Board shall receive a written request for a meeting from at least one-third (1/3) of the total votes of the Association, within ten (10) days of the date of the receipt of such request, the Board shall set the date, time and location of such meeting and such meeting shall be held within thirty (30) days of the date of such request. At any meeting of Members, the Members entitled to cast, in person or by proxy, a minimum of fifty-one percent (51.0%) of the total votes of the Association, shall be required to constitute a quorum necessary for the conduct of business at such meeting. If the quorum required for the conduct of the business of the Association shall not be present at any meeting, then the Members so present may adjourn the meeting to a date which shall be not less than ten (10) days or more than thirty (30) days from that date. Notice of such adjournment and the date to which the meeting shall have been adjourned shall be given to all Members. The quorum to be required at the rescheduled meeting shall be fifty percent (50.0%) of the quorum which was required at the meeting which was adjourned without the conduct of the business of the Members. In the event that the required quorum shall not be present at any meeting so rescheduled in the manner set forth, the meeting shall again be rescheduled and notice shall again be given to all Members, all in the manner set forth for the first rescheduled meeting, and the quorum required shall again be reduced to fifty percent (50.0%) of the quorum required at the most recent rescheduled meeting. Any meeting can be rescheduled as many times as may be required to eventually permit the business of the meeting to be conducted. In connection with any meeting rescheduled as set forth above due to the lack of a quorum, only the issues and items which were originally described in the initial notice to the Members with respect to the initial meeting therefore shall be addressed. No additional or new items or issues may be addressed at such rescheduled meeting(s).

6.8. Organization. The Board shall be entitled to establish such organization and elect such officer(s) as it shall deem necessary to properly perform the functions of the Association; provided, however, that if no other officer or organization shall be established, the Board shall, at a minimum, upon a majority vote of the Board, appoint at least a President who shall be authorized to act for and on behalf of the Association and shall be authorized to enter into contracts and other agreements and to execute such other documents as may be required to permit the Association to perform the duties and obligations and exercise the rights and privileges of the Association as contained in this Declaration. An officer of the Association need not be a Member.

6.9. No Personal Liability; Indemnification. Except as otherwise set forth in the Association's Articles of Incorporation, no Member of the Board or officer of the Association shall be personally liable to the Association or its Members or any third party(ies) for civil claims arising from acts or omissions made in the performance of duties as a Member of the Board or officer, unless the acts or omissions are the result of the intentional misconduct or gross negligence of such Board member or officer. To the full extent allowed under Utah law and in accordance with the provisions contained herein, the Association shall indemnify an individual made a party to a proceeding because such person is or was a Board member or officer of the Association against any and all reasonable expenses, including attorney's fees and costs, in connection with such proceeding if (i) such person's conduct was in good faith, and (ii) such person reasonably believed that said person's conduct was in, or not opposed to, the Association's best interest, and (iii) in the case of any criminal proceeding, said person had no reasonable cause to believe such person's conduct was unlawful. The Association shall not indemnify a Board member or officer under this provision in connection with (i) a proceeding by or in the right of the Association in which the Board member or officer was adjudged liable to the Association, or (ii) any other proceeding charging that the Board member or officer derived an undisclosed personal benefit, whether or

not involving action in such person's official capacity, in which proceeding said person was adjudged liable on the basis that said person derived an improper personal benefit.

ARTICLE 7 Rights, Duties and Obligations

7.1. Association Generally. The Association may, by written contract, delegate in whole or in part, to such person or persons as it shall deem advisable, such of the Association's duties, responsibilities and functions as are properly delegable, including without limitation, responsibilities related to the Runway and Taxiways. The Association shall have the right to exercise any right or privilege given to it expressly by this Declaration or by law, and every other right or privilege or duty given to it herein or reasonably necessary to effectuate any such right, privilege or duty. All goods and services procured by the Association in performing its responsibilities shall constitute a Common Expense. Nothing contained in this Declaration shall be construed to obligate the Association to incur any expenses which cannot be reimbursed to the Association from the Owners by virtue of an Assessment. The Association shall have standing and authority to enforce in courts of competent jurisdiction the provisions of this Declaration, including but not limited to compliance with the Design Guidelines. The right to remedy any noncompliance shall be in addition to all other rights and remedies which the Association may have at law, in equity or under this Declaration, including specifically, but without limitation, the right to injunctive relief from a court of competent jurisdiction to compel correction of the noncomplying condition. Should the Association be required to enforce the provisions hereof, the attorneys' fees and costs incurred, whether or not judicial proceedings are involved, shall be collectible from the Owner of the applicable Parcel.

7.2. Maintenance of Parcels and Improvements. Except as otherwise provided in Section 7.4 below with respect to Common Areas, the Association shall not be responsible for the maintenance of any Parcel in accordance with the provisions of this Declaration, including specifically Section 4.2; provided, however, that the Association shall be responsible to cause Owners to maintain Parcels and Improvements as required by this Declaration. Each Owner shall be responsible for the management and maintenance of the Parcel or Parcels owned by such Owner. Each Owner shall, at such Owner's sole cost and expense, keep the Owner's Parcel and all Improvements located thereon, in a good, clean, safe and sanitary condition, order and repair and cause all weeds, rubbish and debris to be removed from its Parcel. Each Owner shall be responsible for the exterior maintenance of any Dwelling, Hangar and any and all Improvements, including sidewalks and driveways, located on said Owner's Parcel.

7.2.1. Failure to Maintain. If the Association determines that the level of maintenance on (i) any Improvement, (ii) any Owner's Parcel, or (iii) any vacant Parcel, is unacceptable, the Association shall so notify the Owner of such Parcel. Such notice shall specify the noncompliance and shall require the Owner to take such action as may be necessary to remedy the noncompliance within thirty (30) days of the date of such notice or in the event such noncompliance is not reasonably capable of being remedied within said thirty (30) days, then within such time, the Owner shall have commenced such action as shall be required to remedy the noncompliance and shall diligently prosecute same to completion. Notwithstanding the foregoing, if necessary due to safety considerations, the period allowed for remedying the noncompliance may be less than 30 days as reasonably determined by the Association.

7.2.2. Correction of Noncompliance. If, in the Association's opinion, the Owner shall fail to correct the stated deficiencies within the required period, the Association may order the necessary work (the "Required Maintenance") performed at the Owner's expense. The cost of the Required Maintenance together with an administrative fee in an amount equal to ten percent (10.0%) of the cost of the Required Maintenance, shall be assessed to said Owner as a Reimbursement Assessment. If the Owner does not comply with the notice sent pursuant to Section 7.2.1 and the Association elects not to cause the Required Maintenance to be completed, then the Association, in its discretion, may or may not record a notice of noncompliance against the Parcel on which the noncompliance exists. In any event, the Owner shall reimburse the Association upon demand, for any and all expenses incurred in connection therewith.

7.3. Architectural Standards. The Association shall be responsible for the implementation of the Design Guidelines and to cause all Improvements within the Project which are to be constructed or renovated, shall be constructed or renovated in accordance with the standards set forth in the Design Guidelines as same are interpreted and applied by the Design Review Board.

7.4. Management of Common Areas. The Association shall be responsible for the exclusive management, control, operation and maintenance of the Common Areas, including the Airstrip Easement and all associated Improvements, and shall keep the same in good, clean, safe and sanitary condition, order and repair. Where it deems necessary or desirable, the Association may construct, reconstruct, repair or replace any capital improvement related to or located upon the Common Areas. The Association is hereby granted an easement over and across each Parcel to maintain the Common Areas in a good, clean, safe and sanitary condition, order and repair. Costs and expenses incurred by the Association in the maintenance of Common Areas shall be Common Expenses.

7.5. Maintenance of Streets. Streets shall be maintained by the Association for the benefit of the Project, as determined by the Association in the Association's sole discretion. Such maintenance may include, without limitation, removal of snow and ice. Costs and expenses incurred by the Association in the maintenance of Streets and other Common Areas shall be Common Expenses.

7.6. Allocation of Taxes. Each Owner shall be responsible to pay, prior to delinquency, any and all Taxes which shall be levied against such Owner's Parcel and any Improvements located upon such Owner's Parcel. Declarant shall be responsible to pay, prior to delinquency, any and all Taxes which shall be levied against any portion of the Property owned by Declarant. The Association shall be responsible to pay, prior to delinquency, all Taxes levied against any portion of the Property owned by the Association. Any Owner, Declarant or the Association shall be entitled to protest or appeal the amount of Taxes levied and delay payment of Taxes being protested or appealed, provided that such protest or appeal is prosecuted according to applicable law and such law shall permit delay in payment of such Taxes pending resolution of such protest or appeal. In the event that Taxes are not separately levied and collected by the applicable taxing authority between the Parcels, then the Association shall make a reasonable allocation of the Taxes based upon the value of applicable portions of the Project.

7.7. Project Sign. Declarant may construct a sign which shall be designed to identify the name and other identification of the Project generally (the "Project Sign"). The Project Sign, if constructed, shall be constructed within a sign easement. The initial design of the Project Sign shall be determined in the sole discretion of Declarant and may, but shall not be required to include the sign, flagpoles, lighting, landscaping features, etc. Declarant shall be responsible for

payment of costs and expenses incurred in the construction and installation of any Project Sign that Declarant shall elect to install. The Association shall be responsible to maintain any Project Sign installed and Improvements related to such Project Sign and any and all costs and expenses which shall be incurred in the operation, servicing, replacement and maintenance of the Project Sign (and such related Improvements) shall be a Common Expense. It is presently expected that only one (1) Project Sign shall be constructed, if any; provided, however, to the extent that more than one sign for the benefit of the entire Project shall be constructed, the provisions of this Section 7.7 shall be applicable to each such sign.

7.8. Enforcement of Rights. The Board shall be responsible to reasonably pursue performance of duties and obligations to be performed and/or collection of payments required to be made to or for the benefit of the Association or the Project generally, including, by way of illustration and not by way of limitation, payment of unpaid Assessments from Owners, compliance with the Design Guidelines, enforcement of Aviation Rules and Regulations, enforcement of warranty obligations of parties responsible for the construction and/or maintenance of Improvements constructed for the benefit of the Association or the Project generally and insurance claims resulting from damage to the Common Areas.

7.9. Manager. The Association may by written contract delegate in whole or in part to a professional manager such of the Association's duties, responsibilities, functions, and powers hereunder as are properly delegable, including without limitation, responsibilities related to the Runway and Taxiways. The fees for the services of any manager retained by the Association shall be a Common Expense.

7.10. Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably implied from the existence of any right, privilege, or duty given to it herein or reasonably necessary to effectuate any such right, privilege, or duty.

7.11. Association Rules. The Board from time to time and subject to the provisions of this Declaration, the Articles, and the Bylaws, may adopt, amend, repeal and enforce Rules governing, without limitation, the following: (a) the use of the Common Areas, including without limitation, the Runway, Taxiways, trails, open space and Streets; (b) the use of any facilities or Improvements owned by the Association; (c) collection policies and procedures; and (d) other matters concerning the use and enjoyment of the Property and the conduct of residents, as deemed necessary by the Board. The Rules may supplement, clarify and add detail to issues addressed in this Declaration, the Articles, and the Bylaws. However, the Rules may not contradict this Declaration, the Articles, or the Bylaws.

ARTICLE 8 Assessments

8.1. Payment of Assessment. Each Owner by acceptance of a deed to any Parcel (or by acceptance of any other form of transfer or conveyance of such Parcel to such Owner), whether or not it shall be so expressed in such deed or other transfer or conveyance document, shall be deemed to and does hereby covenant and agree to pay to the Association any and all Assessments levied against its Parcel in accordance with the provisions of this Declaration. Declarant shall have the duty to pay any and all Assessments which shall be levied against any Parcel owned by Declarant. The Assessments, together with interest thereon which shall accrue at the Interest Rate or Default Rate, as set forth herein, late charges and costs of collection thereof, including court costs and reasonable attorneys' fees, shall be a charge and continuing lien upon the Parcel

against which such Assessments are made from the date on which such Assessments are due. Assessments may commence upon the date of the recording of this Declaration.

8.2. Apportionment. Each Owner shall be responsible to pay a percentage of any General Assessment or Supplemental Assessment, which percentage shall be in proportion to such Owner's respective percentage ownership (the "Owner's Percentage") of the total of (i) the total number of Lots which shall exist in the Project, plus (ii) the total number of Hangar Units which shall exist in the Project. An Owner's Percentage may vary during a calendar year if the number of Lots owned by such Owner shall change during such year, or if the total number of Hangar Units shall change during such year. Each Owner's Percentage shall be obtained by dividing the number of Lots and/or Hangar Units owned by such Owner by the total number of Lots and Hangar Units within the Project on the same date. As an example and for purposes of illustration only, if there are eighty-two (82) Lots and ten (10) Hangar Units existing at the Project, an Owner which owns one Lot (or one Hangar Unit) would have an Owner's Percentage of 1/92, or 1.087%. The amount obtained by multiplying the total amount of the applicable Assessment by the Owner's Percentage shall be the amount of the applicable Assessment which such Owner shall be required to pay.

8.3. Annual Budget. General Assessments shall be determined on the basis of a calendar year beginning January 1, and ending December 31; provided, however, that the first such year shall begin on the date that this Declaration is recorded and shall end December 31, of the then-current year. On or before November 1st of each year, the Board shall prepare and furnish to each Owner or cause to be prepared and furnished to each Owner, an operating budget for the upcoming fiscal year, the "Annual Budget." The Annual Budget shall itemize for the applicable year, the estimated Common Expenses, that portion of such Common Expenses (with corresponding dollar amounts) which comprise Aviation Expenses, anticipated receipts, if any, reserves, and any estimated deficits or surpluses from the prior operating period. The Annual Budget shall serve as notice of and as the supporting document for the General Assessment for the upcoming fiscal year and as a guideline under which the Project shall be operated during such annual period.

- (a) Reserve Fund Analysis. The Board shall cause a reserve analysis to be conducted no less frequently than every six (6) years to analyze the cost of repairing, replacing or restoring Common Areas that have a useful life of three years or more and a remaining useful life of less than 30 years. This reserve analysis should be reviewed no less frequently than every three (3) years and updated if necessary. The Board may conduct a reserve analysis itself or may engage a reliable person or organization, as determined by the Board, to conduct the reserve analysis.
- (b) Reserve Fund Account Creation. The Board shall create a reserve fund account that is separate and distinct from the Association's general account, which account shall be funded from the reserve fund assessments. The amount of the reserve fund assessment shall be a separate line item in the approved Annual Budget.

8.4. General Assessment. All Common Expenses shall be paid through an annual general assessment to all Owners. Each Owner's share of the total Common Expenses, as estimated by the Annual Budget, shall be a "General Assessment." Each Class "A" Member and the Class "C" Member shall be responsible for its proportionate share of Aviation Expenses as set forth in the Annual Budget. As an example and for purposes of illustration only, if there are sixty-

one (61) Class “A” Lots (which number includes ten (10) Hangar Units) existing at the Project, an Owner which owns one Class “A” Lot would be responsible for 1/61, or 1.639% of the Aviation Expenses. The Class “B” Members shall not be obligated to pay any Aviation Expenses. Each respective share of a General Assessment shall be based upon the Annual Budget determined in accordance with Section 8.3. In the Board’s discretion, such General Assessment may include an amount to be held in reserve for capital expenditures, and any and all other applicable costs and expenses in the Board’s discretion. Within ninety (90) days of the close of each calendar year, each Owner shall be provided a copy of the operating statement of the Association for the preceding year. Said operating statement shall provide reasonable detail of the actual income and expenses of the Association for the applicable year.

8.4.1. Notice. The General Assessment for each calendar year shall be due and payable on January 1 of such year. Failure of the Board to give timely notice of any General Assessment by delivery of the Annual Budget, as provided herein, shall not be deemed a waiver or modification in any respect of the provisions of this Declaration or a release of any Owner from the obligation to pay such General Assessment or any other Assessment; provided, however, the date on which payment shall become due in such case shall be deferred to a date thirty (30) days after notice of such General Assessment shall have been given to the Owners in the manner provided in this Declaration.

8.4.2. Payment. Any Owner which shall not have paid its annual General Assessment in full on or before January 1 of each year, or the date upon which the same shall be due in accordance with Section 8.4.1 shall be deemed to have elected to pay such General Assessment in twelve (12) equal monthly installments. Any General Assessment which shall not be paid on or before January 1 of the applicable year shall accrue interest at the Interest Rate on the unpaid balance thereof from the original date due until paid. The Board may, but shall not be required to send out monthly statements to an Owner and each such installment shall be due and payable on the first day of each month without notice or demand. Any monthly installment of any General Assessments which shall not have been received by the Board on or before the fifth day of any month in which it is due shall be assessed a late charge in an amount to be determined from time to time by the Board, but which shall not be in excess of ten percent (10.0%) (or the maximum rate permitted by applicable law, whichever is lower) of the amount of the unpaid installment. In the event that a monthly installment of a General Assessment which is being paid monthly as permitted in accordance with the provisions of this section is not paid when due, then so long as the monthly payment or payments shall remain delinquent, the unpaid balance of such General Assessment shall accrue interest at the Default Rate. Late charges and interest on any unpaid monthly installments of any General Assessments may be charged according to procedures established by the Board, whether or not monthly statements shall be sent. The Board shall have the right to establish a fee for costs and expenses incurred in maintaining records of the installment payments of General Assessments, which fee shall be charged only to Owners who pay such General Assessments on an installment basis.

8.5. Supplemental Assessments. In addition to the General Assessment, the Board may upon the vote of the majority of the Board at a meeting called for the purpose of such vote, levy, in any year, one or more Supplemental Assessments applicable to that year only for the purpose of paying, in whole or in part, (i) the cost of any reconstruction, repair or replacement of a capital improvement upon the Common Areas, (ii) deficits created by non-payment of any Assessments by any Owner, (iii) extraordinary costs and expenses which may be incurred in the maintenance of the Common Areas, (iv) costs not otherwise included in the Annual Budget, and/or (v) other costs and expenses required to be paid by the Owners in accordance with the provisions of this Declaration. To the extent that any Supplemental Assessment is for Aviation Expenses, Class “B”

Members shall not be obligated to pay such Supplemental Assessment. At the time of the adoption of such Supplemental Assessment, the Board shall designate the time and the manner in which such Supplemental Assessment is to be paid by each Owner, as applicable; provided, however, that the due date for payment of a Supplemental Assessment shall be at least thirty (30) days from the date that notice of the Board's approval of the Supplemental Assessment shall be given by the Board. Such Supplemental Assessment shall be apportioned to each Owner in the manner set forth in Section 8.2 (and, with respect to Aviation Expenses, in the manner set forth in Section 8.4). Any Supplemental Assessment which shall not be paid on or before the applicable due date shall accrue interest at the Default Rate on the unpaid balance thereof from the original date due until paid.

8.6. Reimbursement Assessment. The Board may, subject to the provisions hereof, levy an Assessment against any Owner if (i) the willful or negligent failure of such Owner to comply with this Declaration, the Articles or the Bylaws has resulted in the expenditure of funds by the Association to cause such compliance, or (ii) any such Owner shall cause any damage to any Improvement required to be maintained by the Association. Such Assessment shall be known as a "Reimbursement Assessment" and shall be levied only after notice provided in Section 8.8. The amount of the Reimbursement Assessment shall be due and payable to the Association thirty (30) days after notice to the Owner of the decision of the Board that the Reimbursement Assessment is owing. Interest shall accrue on any Reimbursement Assessment at the Default Rate from the date of expenditure of funds by the Association until such amounts shall be repaid.

8.7. Collection of Assessments. The Board shall in its sole discretion, be entitled to establish such procedures for the collection of Assessments, including provisions for late charges, interest on unpaid Assessments, and such other matters as the Association shall determine, and shall have any and all rights and remedies provided at law or in equity for the collection of debts, subject only to the requirement of notice as provided in Section 8.8.

8.8. Notice of Unpaid Assessment. If any Assessment or any installment thereof is not paid within thirty (30) days after its due date, the Board may mail a notice of default to the applicable Owner. Such notice shall specify (i) that the applicable Assessment or installment thereof is late, (ii) the action required to cure such default, including the specific amount required to be paid, including late charges, interest and costs of collection, if any, (iii) a date not less than thirty (30) days from the date the notice is mailed by which such default must be cured, and (iv) that a failure to cure the default on or before the date specified in the notice may result in the acceleration of the balance of the Assessment for the current year and the filing and/or foreclosure of a lien for the Assessment. If the default in the payment of the Assessment is not cured as specified in the notice, the Board, at its option, may declare all of the unpaid balance of the Assessment to be immediately due and payable without further notice or demand to the Owner and may enforce the collection of the full Assessment and all charges and interest thereon in any manner authorized by law or in this Declaration.

8.9. Remedies to Enforce Assessments. Each Assessment, together with accrued interest, late charges or other similar charges, levied shall be a separate, distinct and personal debt and obligation of the Owner against whom such Assessment is assessed. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association against such Owner without foreclosing or waiving the lien securing the same. Any and all rights and remedies shall be exercised in such manner, on one or more occasions and in such order as the Board shall elect, without waiver of any other right or remedy or lien provided in this Declaration or by law. Any failure of the Board to exercise any such right on one or more occasions shall not constitute a waiver of the right to so exercise such right in the future. In addition to the amount

of the unpaid Assessment, an Owner shall be required to pay any and all costs and expenses which may be incurred by the Association in collection of such Assessment, including reasonable attorneys' fees and costs, whether or not litigation is commenced.

8.10. Lien for Assessments. All sums assessed to an Owner of any Parcel in the Project pursuant to the provisions of this Declaration, together with interest thereon at the Interest Rate or Default Rate, as applicable, late charges and costs of collection, shall be secured by a continuing lien on such Parcel in favor of the Association. The Board may record a notice of lien amount for sums assessed pursuant to this Declaration. If it elects to do so, the Board shall cause to be prepared a written notice of lien setting forth (i) the name of the Owner of the applicable Parcel, (ii) the legal description of the Parcel, (iii) the amount of the Assessment, (iv) the date such Assessment was due and (v) the amount remaining unpaid. Such notice of lien shall be signed and acknowledged by an officer of the Association, and shall be recorded in the official records of San Juan County. No notice of lien shall be recorded until there is a delinquency in the payment of the Assessment and after the notice required to be given pursuant to Section 8.8. Such lien may be enforced by the sale or foreclosure of the Parcel encumbered by the lien at a foreclosure sale conducted by the Board or its attorney in accordance with the provisions of Utah law applicable to the foreclosure of a mortgage or trust deed or in any manner permitted by Utah law. In a foreclosure conducted under the trust deed statute, the Association may appoint any licensed attorney or title company as trustee. In any such sale or foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding, including reasonable attorneys' fees, and such costs and expenses shall be secured by the lien herein provided whether or not the same shall be specifically set forth therein. The Owner shall also be required to pay to the Association any Assessments against the Parcel which shall become due during the period of foreclosure or sale, and all such Assessments shall be secured by the lien herein provided. The Association shall have the right and power to bid in any foreclosure or sale and, upon purchase thereof, to hold, lease, mortgage or convey the subject Parcel. In the event a proceeding for the foreclosure of the lien granted hereby shall be commenced, while such proceeding shall be in process, the Association shall be entitled to the appointment of a receiver to collect the rentals being derived from such Parcel.

8.11. Priority of Lien; Liability of Owner. This lien shall have priority over all other interests in the Parcel except liens for real property taxes and mortgages in certain circumstances. The priority of lien for Assessments provided for herein over a Mortgage shall be governed by the provisions of Section 10.3. No foreclosure of a lien shall extinguish the personal liability of the Owner therefor unless the Association shall either (i) actually purchase the Parcel at the foreclosure sale conducted to foreclose such lien, or (ii) actually receive payment in full of amounts due. An Owner's personal liability for payment of Assessments shall be reduced by the amount actually paid at the foreclosure by the successful bidder which shall remain after allocation for payment of all costs and expenses incurred by reason of such sale. No other sale or transfer shall relieve such Owner from liability for any Assessments which shall be due as of the date of foreclosure. Further, this Declaration shall constitute notice to any purchaser or transferee of any Owner of the lien for assessments and other amounts created hereby. Consequently, any such purchaser or transferee of any Parcel shall take such Parcel subject to any such lien and, upon acceptance of the deed or other transfer or conveyance document related thereto, shall be responsible for the payment of both (i) all then-current and future obligations for the payment of assessments and other amounts described herein, and (ii) any and all assessments and other amounts previously assessed or due that have not then been paid in full.

8.12. Certificate of Assessment. The Board shall, upon written request, and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth

whether the Assessments on a specific Parcel have been paid and said certificate may be conclusively relied upon by the party requesting same.

8.13. No Avoidance. No Owner may avoid or diminish such Owner's obligation to pay Assessments, the right of the Association to assert a lien against said Owner's Parcel to enforce payment of same or be relieved of such Owner's personal obligation for the payment of Assessments by reason of (i) a waiver of the use or enjoyment or the actual non-use of its Parcel, or of any Common Areas (ii) a waiver of any services provided for in this Declaration, or (iii) all or any part of said Owner's Parcel being unoccupied for all or any portion of the period for which such Assessments shall have been made.

8.14. Accrual of Interest. Interest shall accrue on amounts required to be paid in accordance with the provisions of this Declaration from the date such payment is due until the required amount is received by the Association. The Interest Rate and the Default Rate shall be adjusted at the same time and in the same manner as there shall occur any change in the Reference Rate. All calculations of interest hereunder shall be made as follows: (i) the Interest Rate or the Default Rate, as applicable, shall be multiplied by the amount due, (ii) the product determined in clause (i) above shall be divided by three hundred sixty-five (365); and (iii) the quotient obtained in clause (ii) above shall be multiplied by the actual number of days in the period for which the calculation is being made.

8.15. No Offset. All Assessments shall be payable in the amounts specified in the levy thereof, and no offset or reduction thereof shall be permitted for any reason, including, without limitation, any claim that the Association, the Board or any officer, employee, agent or representative thereof is not properly exercising its duties and powers under this Declaration.

8.16. Reinvestment Fee. With the exception of those Parcels conveyed by Declarant, the Association shall levy a one-time reinvestment fee when a change in ownership of a Parcel occurs in an amount as established by the Board from time to time, up to a maximum of one-half of one percent (0.05%) of the gross sales price of the Parcel. The purpose of the reinvestment fee is to benefit the Project and each Owner by facilitating the maintenance of the Common Areas.

**ARTICLE 9
No Security Provided**

Neither the Declarant nor the Association are obligated to provide any security or police services for the Project. Each Owner and Occupant is responsible for the security of its own Parcel and for the safety of its guests, visitors and invitees. By acceptance of title to or an interest in any Parcel, each Owner and Occupant agrees to accept responsibility for such security and waives and releases, on its own behalf and on behalf of its officers, directors, guests and/or invitees, any claim or cause of action against Declarant and the Association relating to failure to provide security for any part of the Project, including, without limitation the Streets.

**ARTICLE 10
Mortgagee Protection**

10.1. Mortgagee Protection. No breach of any of the covenants, conditions, restrictions, or limitations contained in this Declaration shall defeat or render invalid the lien of any Mortgage made in good faith and for value; provided, however, that all such covenants, conditions,

restrictions or limitations contained herein shall be binding upon an Owner whose title is derived through foreclosure, trustee's sale or by deed or assignment in lieu of foreclosure.

10.2. Notice of Noncompliance to Mortgagee. From and after the time a Mortgagee makes written request to the Association therefor, the Association shall send to the Mortgagee a copy of any notice of default sent to the Owner.

10.3. Priority of Assessment Lien. The lien or claim against a Parcel for unpaid Assessments levied by the Association pursuant to this Declaration shall be subordinate to a first Mortgage given in good faith and for value affecting such Parcel which has been recorded prior to the date such Assessment became due. A Mortgagee who comes into possession of the Parcel pursuant to its Mortgage or a deed or assignment in lieu of foreclosure shall take the same free of such lien or claim for unpaid Assessments or charges, but only to the extent of Assessments or charges which accrue prior to foreclosure of the Mortgage, exercise of a power of sale available thereunder or delivery of a deed or assignment in lieu of foreclosure, except that such Mortgagee shall be responsible for the payment of a pro rata share of such prior Assessments or charges resulting from a pro rata reallocation thereof to all Parcels including the Parcel in which the Mortgagee is interested. No Assessment, charge, lien or claim which is described in the preceding sentence as being subordinate to a Mortgage or as not being a burden to a Mortgagee coming into possession pursuant to its Mortgage or a deed or assignment in lieu of foreclosure shall be collected or enforced against a Mortgagee, a successor in title to a Mortgagee or the Parcel affected or previously affected by the Mortgage concerned (to the extent any such collection or enforcement would prejudice the interests of the Mortgagee or successor in title to the Mortgagee interested in such Parcel).

10.4. Financial Information. Any Mortgagee shall have the right, at its request and expense and upon reasonable notice, to examine the books and records of the Association during reasonable business hours. From and after the time a Mortgagee makes written request to the Association therefore, and at the expense of such Mortgagee, the Association shall furnish to such Mortgagee copies of such financial reports or information related to the activities of the Association, including the work performed to maintain the Common Areas as may be prepared for distribution to or use by the Owners generally.

10.5. Article Supersedes Others. In the event another provision or clause of this Declaration deals with the same subject matter as is dealt with in any provision or clause of this Article 10, the provision or clause which results in the greatest protection and security for a Mortgagee shall control the rights, obligations, or limits of authority, as the case may be, applicable to the Association with respect to the subject concerned.

10.6. Amendment to Article. No amendment to this Article 10 which has the effect of diminishing the rights, protection, or security afforded to Mortgagees shall be accomplished or effective unless all of the first Mortgagees of the individual Parcels have given their prior written approval to such amendments. Any amendment to this Article 10 shall be accomplished by an instrument executed by the Association and filed for record in the office of the County Recorder. In any such instrument, an officer of the Association shall certify under penalties of perjury that the prior written approval of first Mortgagees required by this Article 10 as a condition to amendment has been obtained.

10.7. Notices to Mortgagee. Any notice to a Mortgagee under this Article 10 shall be in writing and shall be sufficient for all purposes if personally delivered or if sent by first class mail,

postage prepaid, and addressed to the Mortgagee at the address for notices from time to time specified by the Mortgagee in writing to the Association.

ARTICLE 11 Enforcement

11.1. Enforcement by the Association. In addition to, and not in lieu of, any other enforcement rights set forth in this Declaration, the Association may enforce this Declaration, the Bylaws, the Design Guidelines and any determination of the Design Review Board (including without limitation, any and all easements, covenants, conditions, restrictions, terms, provisions, liens, charges, rights and/or duties now or hereafter imposed in any of the foregoing) through any of the following methods, as it deems appropriate in its sole discretion. The use of any one method does not prevent the use of another or multiple methods at the same time or subsequently. The person against whom any method of enforcement is utilized may be assessed for all costs and reasonable attorney fees incurred by the Association related to the enforcement efforts.

(i) Fines. The Association shall have the power to assess reasonable fines against Owners.

(ii) Suspension of Voting Rights. The Association may suspend an Owner's voting rights in the event that the Owner is more than thirty (30) days delinquent in paying any Assessment or other amount due hereunder, except for delinquencies solely based on the failure to pay fines and charges related thereto.

(iii) Suspension of Services and Access to Amenities. The Association may suspend any services provided by the Association to the Owner or the Owner's Parcel, including without limitation, use of the Runway, Taxiways or other aviation related amenities, in the event that the Owner is more than thirty (30) days delinquent in paying any Assessment or other amount due hereunder.

(iv) Legal Action. The Association may elect to bring a suit at law or in equity to enjoin any violation or to recover monetary damages or both.

(v) Self Help. If an Owner fails to (1) maintain or repair its Parcel or any Improvement thereon as required herein, or (2) observe any restrictions imposed on such Owner (or any Occupant of such Owner's Parcel) by the Declaration, the Bylaws, the Design Guidelines and/or any determination of the Design Review Board, then the Association may give written notice to such Owner (or Occupant of such Owner's Parcel) stating the nature of the default and the corrective action that the Association determines to be required and requesting that the corrective action be carried out within a period of fourteen (14) days after the giving of such written notice (however, if necessary due to safety considerations, the period allowed for corrective action may be less than 14 days as reasonably determined by the Association). If the Owner (or Occupant of such Owner's Parcel) fails to carry out such action within the period specified by the notice or as otherwise required hereunder, the Association through its agents and representatives may enter the Parcel and cause corrective action to be taken. The Association may assess the Owner for the costs thereof including but not limited to reasonable attorney fees related to any such action.

11.2. The Failure to Enforce is No Waiver. The failure by the Association to enforce any provision, condition, term, limitation, restriction or prohibition set forth in the Declaration, the Bylaws, the Design Guidelines and/or any determination of the Design Review Board or to avail

itself of any remedy or procedure provided in any of the foregoing or by law shall not be deemed a waiver of any rights whatsoever.

11.3. Additional Enforcement Parties. All enforcement rights granted hereunder shall also be extended to Declarant, the Board and the Design Review Board.

11.4. Enforcement. Unless otherwise specifically set forth herein, Declarant, the Board and the Association shall have the right to enforce, by any proceeding at law or in equity, all easements, covenants, conditions, restrictions, liens, charges, rights and/or duties now or hereafter imposed by the provisions of this Declaration. Failure of Declarant or other specified party to enforce any easement, covenant, condition, restriction, lien, charge, right and/or duty contained herein on any one or more occasion shall not be deemed a waiver of the right to do so on any subsequent occasion.

ARTICLE 12 Miscellaneous Provisions

12.1. Notices. Upon acquisition of title to a Parcel, each Owner shall provide written notice to the Association of such Owner's address for purposes of furnishing notices in connection with this Declaration. The Association shall maintain a record of the notice addresses furnished by the Owners. The address provided by an Owner shall be used for any notice required to be given under this Declaration and if no such address shall have been provided, then the address used by the San Juan County Assessor/Treasurer, for the mailing of real property tax statements for such Parcel shall be used for such notice. All notices to be given pursuant to this Declaration shall be sufficient if given by personal service, by guaranteed overnight delivery service or by being mailed postage prepaid, certified or registered mail, return receipt requested, to the prescribed address. Any time period provided in the giving of any notice hereunder shall commence upon the date of personal service, the date after delivery to the guaranteed overnight delivery service or two (2) days after mailing by certified or registered mail. Notice of the regular annual meeting of the Members shall be sent as set forth in the Bylaws.

12.2. Amendment. Except where otherwise specifically provided in this Declaration, this Declaration may be amended only upon (i) the affirmative vote of two-thirds of the total votes of the Association, in person or by proxy, and (ii) as a requirement applicable during the Declarant Control Period only, the affirmative vote of at least two of the three initial Directors of the Board (or, if applicable, their replacements duly appointed by Declarant); provided, however, in all events if Declarant owns any Parcel or any portion of the Property, then Declarant must also consent to such amendment. Any such amendment shall recite that a vote has been properly taken and that the amendment has been approved in accordance with the provisions hereof, shall be certified by an officer of the Association and shall be recorded in the office of the County Recorder. Any such amendment shall take effect upon such recordation. Each Owner makes, constitutes and appoints the Association the true and lawful attorney-in-fact of said Owner to act in said Owner's name, place and stead to make, execute, sign, acknowledge and file with respect to the Project such amendments to this Declaration as may be required by law or by vote taken pursuant to the provisions of this Declaration. Any amendment to this Declaration which shall require the express consent of a specified party, shall be accomplished only by an amendment executed by both the Association and the party from whom such consent shall be required which shall be filed for record in the official records of San Juan County.

12.3. Amendment by Declarant. In addition to the rights of Declarant under Section 12.2 above (and in any other provision of this Declaration), Declarant reserves and shall have the

sole and unilateral right, privilege and option to (i) amend this Declaration without the vote or consent of any Owner for the purpose of curing any inconsistency between the provisions contained herein, (ii) amend this Declaration without the vote or consent of any Owner in any manner which does not adversely affect the substantive rights of existing Owners or Mortgagees, and (iii) amend this Declaration without the vote or consent of any Owner for the purpose of making any Additional Property subject to this Declaration. The foregoing amendments may be made without the joinder or approval of any Owner, Mortgagee or the Association.

12.4. Insurance. The Association shall obtain and maintain such insurance as may be required by law, including workers compensation insurance, and shall have the power to obtain such other insurance (including without limitation insurance related to the Runway, Taxiways, and other aviation related improvements, amenities and services) and such fidelity, indemnity or other bonds as the Board shall deem necessary or desirable. Insurance policies and insurance coverage shall be reviewed at least annually by the Board in light of the then existing and reasonably anticipated liabilities of the Association.

12.5. Duration. The covenants and restrictions of this Declaration shall run with and bind the Property and Project for a term of ninety-nine (99) years from the date this Declaration is recorded, after which time, they shall be automatically extended for successive periods of ten (10) years, unless terminated at the end of any such period by the affirmative vote of two-thirds (2/3) of the total votes of the Association. No such termination shall terminate any Easement granted herein and all such Easements shall survive any termination of this Declaration and may be extinguished only in the manner provided by law for the termination of an easement.

12.6. No Merger. The easements, covenants and restrictions and other provisions contained in this Declaration shall remain in full force and effect despite the fact that any of the Parcels may be owned by the same persons from time to time. It is the express intent of the Declarant to create a common scheme for the development and use of the Project which will not be terminated by the doctrine of merger or otherwise unless this Declaration is terminated in accordance with the provisions hereof.

12.7. Assignment of Declarant's Rights and Remedies. Any and all of the rights, powers and reservations of Declarant herein contained may be assigned by Declarant to any person, corporation, association or other entity which assumes such assigned duties of Declarant hereunder. In the event that Declarant attempts to assign less than all of the rights, powers and reservations of Declarant set forth herein, then any such assignment must specify which rights, powers and reservations are being assigned and the only party that shall be permitted to exercise a right reserved or granted unto Declarant shall be the party to whom such right has been assigned. To be effective, such assignment must be in writing, must be recorded in the official records of San Juan County, and must specifically refer to the rights, powers and reservations of Declarant hereunder which are being assigned. Upon acceptance of such assignment by any such person or entity (such acceptance may be shown, among other ways, by execution of such assignment by such assignee, or by such assignee recording the assignment in the official records of San Juan County) and recording of such assignment in the official records of San Juan County, said assignee shall, to the extent of such assignment, assume, and be deemed to have assumed, Declarant's duties hereunder and shall have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. Upon such assignment and recording, and to the extent thereof, the party making such assignment shall be relieved from all liabilities, obligations and duties hereunder arising from and after the date of such assignment. Anything contained elsewhere herein to the contrary notwithstanding, the mere conveyance or transfer of ownership of the Property, or any portion thereof, by Declarant to any

person or party, whether by deed or other instrument of conveyance, shall in no way convey any right, power or reservation of Declarant hereunder. A successor to Declarant by reason of any merger or consolidation of the then Declarant shall automatically be deemed to have assumed Declarant's duties hereunder and shall have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein.

12.8. Violation Creates Nuisance. Any violation of any provision, covenant, condition or equitable servitude contained in this Declaration, whether by act or omission, is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by any party entitled to enforce the provisions of this Declaration.

12.9. Violation of Law. Any violation of any federal, state, municipal or local law, ordinance, rule or regulation, pertaining to the ownership, occupation or use of any Parcel or Improvements within the Project, is hereby declared to be a violation of this Declaration and shall be subject to any and all of the enforcement procedures set forth in this Declaration.

12.10. No Third Party Beneficiary. This Declaration has been executed and recorded for the benefit of Declarant and the Owners. Unless otherwise set forth herein with specificity which shall include the name of the party which shall be intended to be benefitted by a specific provision of this Declaration, no other party shall be construed to be an intended third party beneficiary of any of the rights, duties or obligations set forth herein and no party other than Declarant or an Owner shall, therefore, have the right to enforce any provision hereof, unless such right shall be specifically set forth herein.

12.11. Words of Conveyance. The use of the word "grant," and any form thereof, as used in provisions of this Declaration to create or preserve easements, licenses or other rights and privileges described herein shall be deemed to be construed in such manner as shall be required to give effect to the easement, license, right or privilege intended to be created or preserved by such provisions and, to the extent necessary to effect such result, any use of the word grant, or any form thereof, shall be deemed to include such other words of conveyance (e.g., such as reserve, quitclaim, convey, transfer, etc.) as may be required to give effect to the easement, license, right or privilege intended to be created or preserved.

12.12. Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose of this Declaration.

12.13. Gender and Number. In this Declaration, unless the context requires otherwise, the masculine, feminine and neuter genders and the singular and the plural shall be deemed to include one another, as appropriate.

12.14. Captions. The titles, headings and captions used herein are for convenience only and are not a part of this Declaration and shall not be considered in construing, nor shall same be used to limit or amplify the terms and provisions hereof.

12.15. Invalidity of Provision. If any provision of this Declaration as applied to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Declaration, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of the Declaration as a whole.

12.16. Exhibits. All exhibits to this Declaration are incorporated herein by this reference.

12.17. Governing Law. This Declaration and the exhibits attached hereto shall be governed by and construed under the laws of the State of Utah.

[signature pages to follow]

**SIGNATURE PAGE
TO
DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
DESERT SKY RANCH SUBDIVISION**

This Declaration is signed and executed as of the date first set forth above.

BUSINESS RESOLUTIONS, LLC, a Colorado limited liability company, as TRUSTEE of the MOAB DEVELOPMENT TRUST dated September 26, 2014

By: _____

Name: _____

Title: _____

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On this ____ day of _____, 2021, personally appeared before me _____, whose name is subscribed to the foregoing instrument and acknowledged to me that s/he executed the same as the _____ of Business Resolutions, LLC, a Colorado limited liability company, as Trustee of the Moab Development Trust dated September 26, 2014, for and on behalf of said company.

NOTARY PUBLIC

**SIGNATURE PAGE
TO
DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
DESERT SKY RANCH SUBDIVISION**

ACKNOWLEDGED AND AGREED BY THE OWNER OF THE RAMSEY TRUST PARCEL:

John Bennett Ramsey and Janice Carol Rousseaux-Ramsey, Trustees of the Ramsey Family Irrevocable Trust dated February 28, 2019

John Bennet Ramsey, Trustee

Janice Carol Rousseaux-Ramsey, Trustee

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On this ____ day of _____, 2021, personally appeared before me John Bennet Ramsay and Janice Carol Rousseaux-Ramsay, each as Trustee of the Ramsey Family Irrevocable Trust dated February 28, 2019, the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that each executed the same.

NOTARY PUBLIC

**EXHIBIT A
TO
DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
DESERT SKY RANCH SUBDIVISION**

[Legal Description of Property]

Real property located in San Juan County, State of Utah and more specifically described as follows:

(Parcels 1 and 4 [as designated in the Title Report] legal descriptions will be references to the newly recorded subdivision plat of Sky Ranch)

Lots 1, 2, 3, 5, and 6, SKY RANCH ESTATES Subdivision, AMENDED, as described in the Plat entitled "A Final Plat of Sky Ranch Estates Amended" recorded and filed May 16, 2018 in Book 1019 at page 545, Entry No. 150112.

(For reference: Parcel Nos. 000640000010, 000640000020, 000640000030, 000640000050, 000640000060)

Lot 4, SKY RANCH ESTATES Subdivision, AMENDED as described in the Plat entitled "A Final Plat of Sky Ranch Estates Amended" recorded and filed May 16, 2018 in Book 1019 at page 545, Entry No. 150112.

(For reference: Parcel No. 000640000040)

Notwithstanding anything to the contrary in this Declaration, a portion of the Property, which portion is described below (the "Ramsey Trust Parcel"), is, as of the date of this Declaration, owned by John Bennett Ramsey and Janice Carol Rousseaux-Ramsey, Trustees of the Ramsey Family Irrevocable Trust dated February 28, 2019.

Lot 4, SKY RANCH ESTATES Subdivision, AMENDED as described in the Plat entitled "A Final Plat of Sky Ranch Estates Amended" recorded and filed May 16, 2018 in Book 1019 at page 545, Entry No. 150112.

(For reference: Parcel No. 000640000040)

**EXHIBIT B
TO
DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
DESERT SKY RANCH SUBDIVISION**

**DESERT SKY RANCH SAFETY RULES AND REGULATIONS
REGARDING OPERATION PRACTICES**

ARRIVALS AND DEPARTURES AT UT53

Standard communications procedures apply for providing position reports. To minimize the noise footprint, it is preferred that arrivals use Runway 12 when winds allow and departures use Runway 30 when winds permit. This places the flight path for arrivals and departures over undeveloped land and avoids any overflight of residential areas. Desert Sky Ranch is designated a private airport on FAA sectional charts and always requires prior permission to land.

TRAFFIC PATTERNS

Runway 12

Length 3,700'X50' with 300' displaced threshold. Asphalt in good condition. ELEV 4,900'

Runway 30

Length 3,700'X50' with 300' displaced threshold. Asphalt In good condition. ELEV 4,900'

The attached diagram illustrates the recommended arrival and departure paths for aircraft landing at Desert Sky Ranch. Landing on Runway 12 utilizes a standard left-hand pattern. The downwind leg should be flown to the west of the Rim to minimize the noise footprint. Base leg should be initiated where the Rim height drops down. Landing on Runway 30 utilizes a right-hand pattern. Downwind leg should be flown to the west of the Rim over undeveloped land. Standard position reporting on frequency 122.9 applies for arrivals and departures.

TAXIWAY USE

Prior to entering taxiway from the runway or from hangars, communicate intentions to avoid any traffic conflicts. The runup areas at the end of the taxiway should be used with caution and pilots should be aware of air blast generated during runups.

HOURS OF OPERATION, CEILING AND VISIBILITY REQUIREMENTS

Aircraft may utilize the runway between 7:00 am and 1 hour past sunset. VFR class C weather requirements apply.

GENERAL RULES

- 1) Unless approved by the Owners Association or their representative, no aircraft will be permitted to operate in or out of Desert Sky Ranch unless the pilot of the aircraft is a property owner at Desert Sky Ranch.
- 2) No Touch and Goes, low passes, or aerobatic maneuvers are permitted. Landings should be to a full stop only unless safety requires a go around.
- 3) Property owners may have up to two guests arriving by aircraft subject to prior approval as outlined in item 1.
- 4) All pets are required to be on leashes when outside unless in a fenced area.
- 5) No bicycles or motorized vehicles are permitted on the runway.
- 6) No student flight training may be based at Desert Sky Ranch.

GENERAL CAUTIONS

- 1) High density altitude is common during summer months.
- 2) High terrain to the west and east of the facility.
- 3) Cross winds are not uncommon.
- 4) During winter months runway may be snow covered with patchy ice.
- 5) No fuel storage is permitted on any residential lot.
- 6) The runway slopes up to the south with a gradient that yields a 75' elevation difference between the end of Runway 30 and Runway 12.

IT IS IMPERATIVE THAT ALL AIRCRAFT OPERATIONS AT DESERT SKY RANCH BE CONDUCTED IN A SAFE AND COURTEOUS MANNER. VIOLATIONS OF THE RULES AND REGULATIONS MAY RESULT IN DISCIPLINARY ACTION, FINES, AND/OR LOSS OF FLIGHT PRIVILEGES. WE HAVE NEIGHBORS WHO ARE NOT PART OF DESERT SKY RANCH AND WE HAVE PROPERTY OWNERS WHO ARE NOT AIRCRAFT OPERATORS. NOISE ABATEMENT PROCEDURES SHOULD ALWAYS BE MAINTAINED.

DESERT SKY RANCH SAFETY RULES AND REGULATIONS REGARDING OPERATION PRACTICES

ARRIVALS AND DEPARTURES AT UT53

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GENERAL RULES

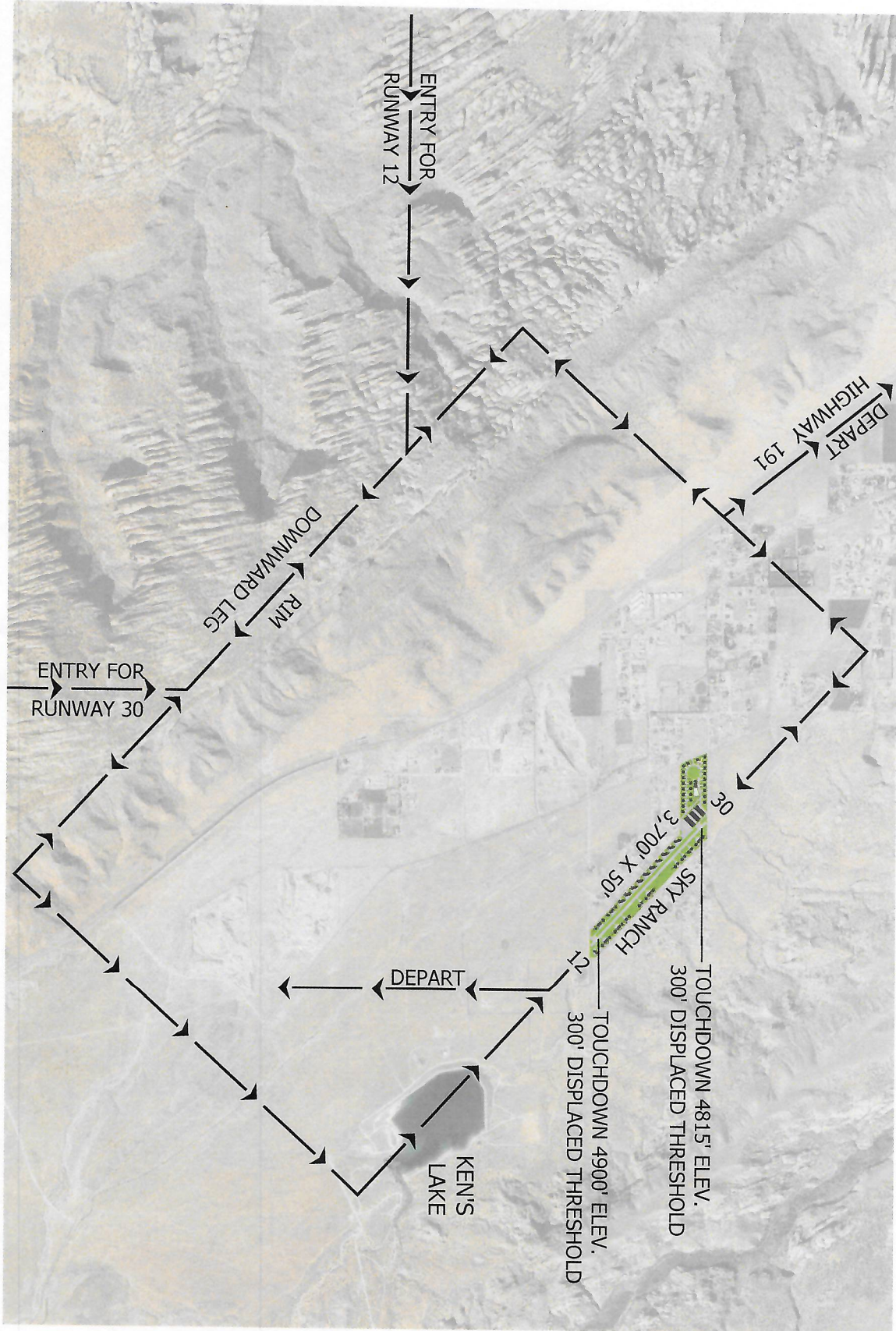
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ARRIVAL & DEPARTURE PROCEDURE DIAGRAM



DATE: 8.25.2021

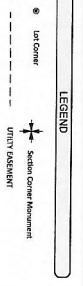
ARRIVAL / DEPARTURE DIAGRAM

SKY RANCH AIRPORT
MOAB, UT 84532

SEXTON STUDIOS
SEXTONSTUDIOSARCH@GMAIL.COM
720.497.8600 P.O. BOX 589
BOULDER, CO 80306

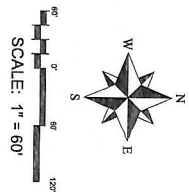
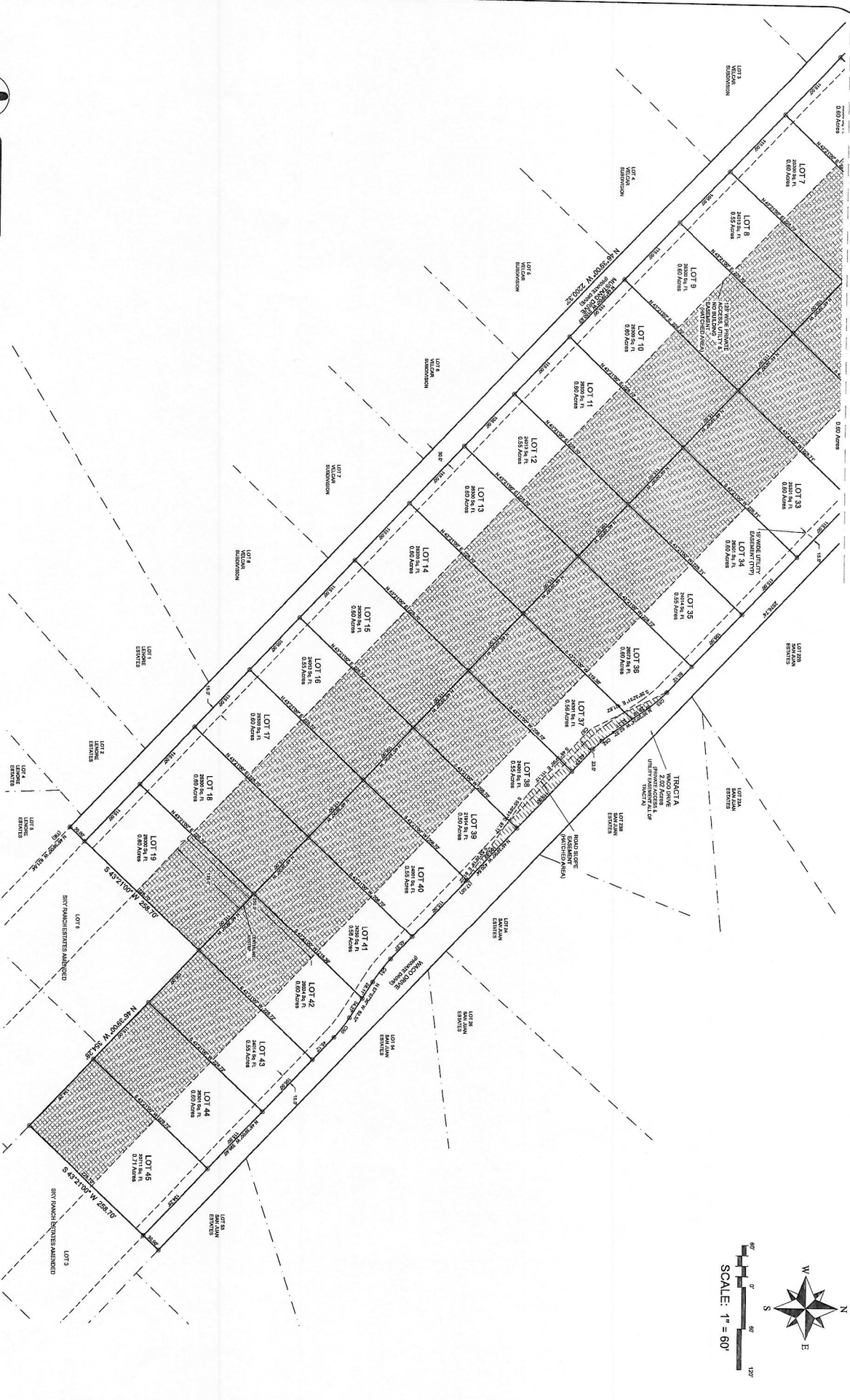


Project	180-20
Date	2/24/21
Sheet	3 of 3



SOUTH QUARTER CORNER
SECTION 28, T28S, R22E, S18W

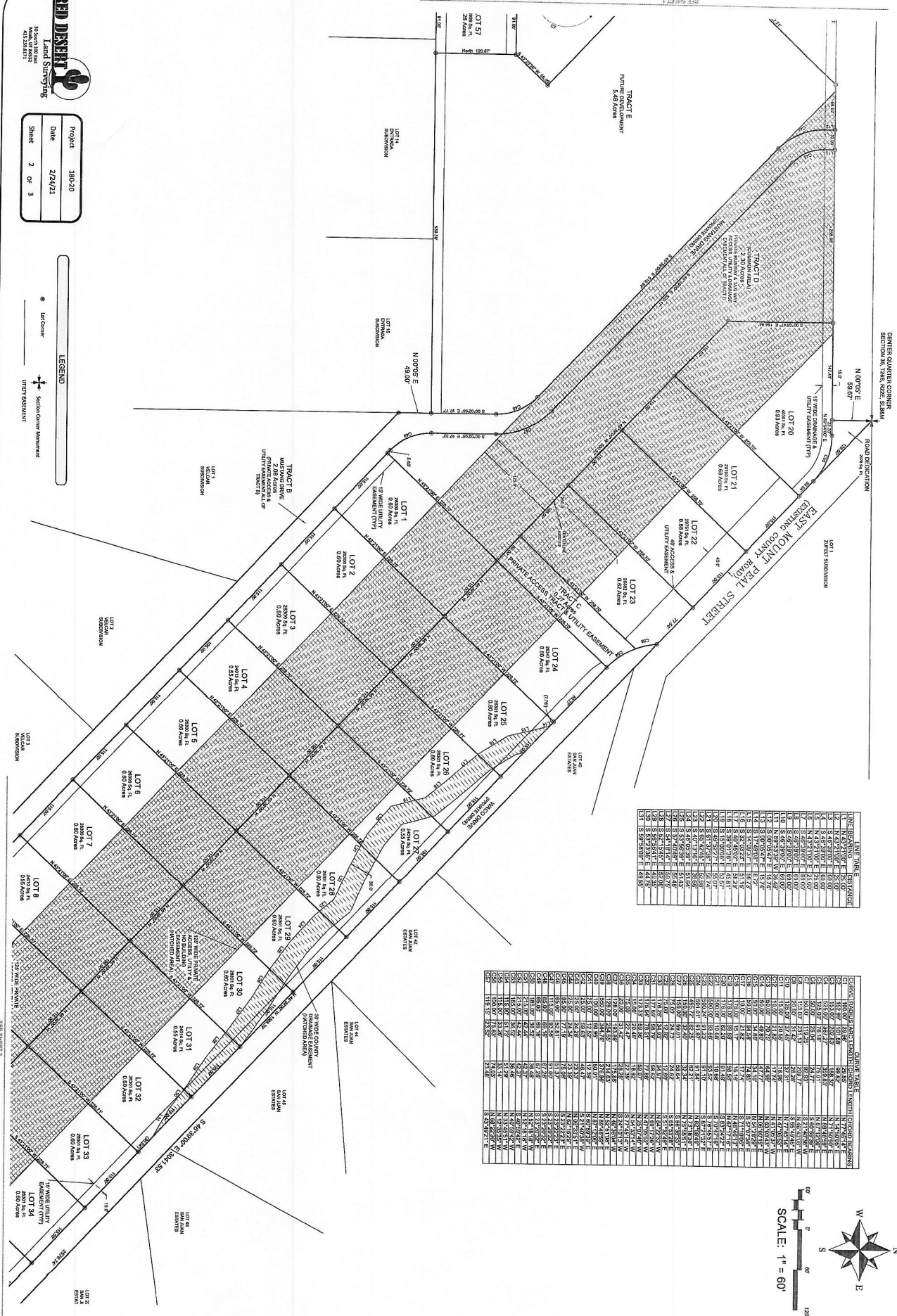
SOUTHQUARTER CORNER
SECTION 28, T28S, R22E, S18W





Project 180-30
 Date 2/24/21
 Sheet 2 OF 3

LEGEND
 Section Corner Monument
 Utility Easement

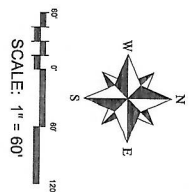


LINE TABLE

LINE	BEARING	DISTANCE
1	N 89° 57' E	59.87
2	N 89° 57' E	59.87
3	N 89° 57' E	59.87
4	N 89° 57' E	59.87
5	N 89° 57' E	59.87
6	N 89° 57' E	59.87
7	N 89° 57' E	59.87
8	N 89° 57' E	59.87
9	N 89° 57' E	59.87
10	N 89° 57' E	59.87
11	N 89° 57' E	59.87
12	N 89° 57' E	59.87
13	N 89° 57' E	59.87
14	N 89° 57' E	59.87
15	N 89° 57' E	59.87
16	N 89° 57' E	59.87
17	N 89° 57' E	59.87
18	N 89° 57' E	59.87
19	N 89° 57' E	59.87
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27	N 89° 57' E	59.87
28	N 89° 57' E	59.87
29	N 89° 57' E	59.87
30	N 89° 57' E	59.87
31	N 89° 57' E	59.87
32	N 89° 57' E	59.87
33	N 89° 57' E	59.87
34	N 89° 57' E	59.87

CHUCKER TABLE

CHUCKER	BEARING	DISTANCE	BEARING	DISTANCE
1	N 89° 57' E	59.87	N 89° 57' E	59.87
2	N 89° 57' E	59.87	N 89° 57' E	59.87
3	N 89° 57' E	59.87	N 89° 57' E	59.87
4	N 89° 57' E	59.87	N 89° 57' E	59.87
5	N 89° 57' E	59.87	N 89° 57' E	59.87
6	N 89° 57' E	59.87	N 89° 57' E	59.87
7	N 89° 57' E	59.87	N 89° 57' E	59.87
8	N 89° 57' E	59.87	N 89° 57' E	59.87
9	N 89° 57' E	59.87	N 89° 57' E	59.87
10	N 89° 57' E	59.87	N 89° 57' E	59.87
11	N 89° 57' E	59.87	N 89° 57' E	59.87
12	N 89° 57' E	59.87	N 89° 57' E	59.87
13	N 89° 57' E	59.87	N 89° 57' E	59.87
14	N 89° 57' E	59.87	N 89° 57' E	59.87
15	N 89° 57' E	59.87	N 89° 57' E	59.87
16	N 89° 57' E	59.87	N 89° 57' E	59.87
17	N 89° 57' E	59.87	N 89° 57' E	59.87
18	N 89° 57' E	59.87	N 89° 57' E	59.87
19	N 89° 57' E	59.87	N 89° 57' E	59.87
20	N 89° 57' E	59.87	N 89° 57' E	59.87
21	N 89° 57' E	59.87	N 89° 57' E	59.87
22	N 89° 57' E	59.87	N 89° 57' E	59.87
23	N 89° 57' E	59.87	N 89° 57' E	59.87
24	N 89° 57' E	59.87	N 89° 57' E	59.87
25	N 89° 57' E	59.87	N 89° 57' E	59.87
26	N 89° 57' E	59.87	N 89° 57' E	59.87
27	N 89° 57' E	59.87	N 89° 57' E	59.87
28	N 89° 57' E	59.87	N 89° 57' E	59.87
29	N 89° 57' E	59.87	N 89° 57' E	59.87
30	N 89° 57' E	59.87	N 89° 57' E	59.87
31	N 89° 57' E	59.87	N 89° 57' E	59.87
32	N 89° 57' E	59.87	N 89° 57' E	59.87
33	N 89° 57' E	59.87	N 89° 57' E	59.87
34	N 89° 57' E	59.87	N 89° 57' E	59.87



Agent Authorization

I (we) Shelby Edredge, the owner(s) of the real property located at Mile 53 HWY 191 (Parcel #36S22E230003)

in San Juan County, Utah, do hereby appoint Jared Berrett as my (our) agent to represent me (us) with regard to this application affecting the above described real property, and authorize Jared Berrett to appear before any County board or commission considering this application.

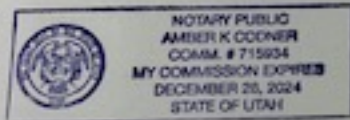
Shelby Edredge
Owner's Signature

Owner's Signature (co-owner if any)

State of Utah)

County of San Juan)

On the 15 day of October, 2021, personally appeared before me Shelby Edredge the signer(s) of the above Agent Authorization who duly acknowledge to me that they executed the same.



Amber K Cochran
Notary Public
Residing in Blanding UT 84511
My Commission expires: Dec 28 2024

RV Resort

Blanding Ut

>130 sites

*cabins, backups,
pull throughs, tents*

Office Bld

Maint Bld

Indoor Pool

Volleyball

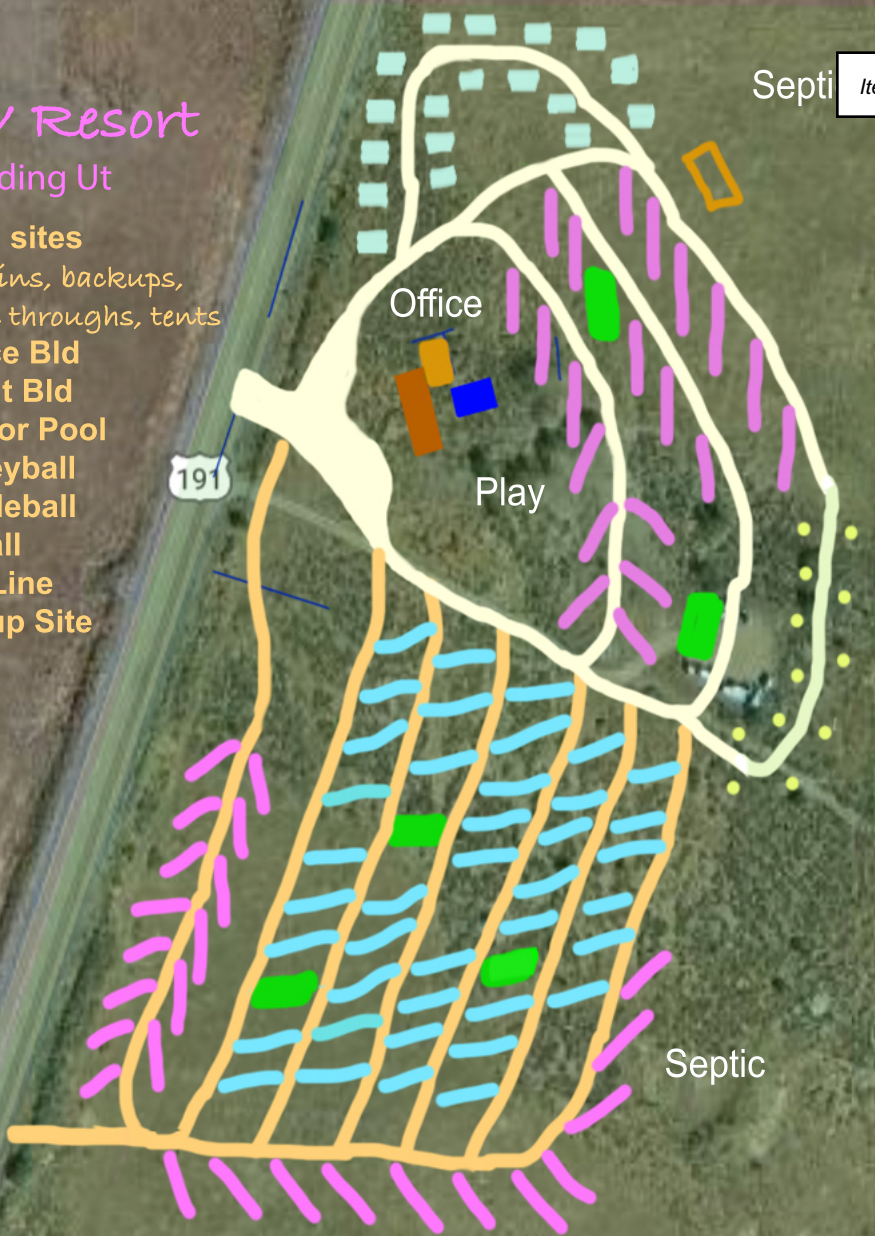
Pickleball

B-Ball

Zip-Line

Group Site

Septi Item 4.



dow

Septic



Applying for a Conditional Use Permit in San Juan County

The term "conditional use permit" refers to a land use which would not be permitted under normal regulations of a zoning district, however, the proposed use may be acceptable within the zoning district if development of the use complies with special conditions provided by the Planning Commission. Specified conditions associated with a conditional use permit (CUP) may only be amended by the Planning Commission. The conditional use permit is revocable by the County if any of the conditions are violated or not met with certain time frames.

Overview:

Conditional use permit applications are reviewed by the Planning Commission and San Juan County staff to determine compliance with the following county code:

Chapter 6, 6-4. Determination

The Planning Commission, or upon authorization, the Zoning Administrator, shall approve a conditional use to be located within any district in which the particular conditional use is permitted by the use regulations of this Ordinance. In authorizing any conditional use the Planning Commission shall impose such requirements and conditions as are necessary for the protection of adjacent properties and the public welfare. The Planning Commission shall not authorize a conditional use permit unless the evidence presented is such to establish:

- (1) That such use will not, under the circumstances of the particular case, be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity; and
- (2) That the proposed use will comply with intent, spirit, regulations and conditions specified in this Ordinance for such use and the zoning district where the use is to be located, as well as make the use harmonious with the neighboring uses in the zoning district.
- (3) The Planning Commission shall itemize, describe, or justify the conditions imposed on the use.

Submittal Deadline:

Application for a conditional use permit must be submitted to the San Juan County Planning and Zoning Department, 117 S. Main Street, Monticello by 10:00 a.m. at least three (3) weeks prior to the intended date the application is to be considered

by the Planning Commission. Incomplete applications may delay processing of the application and subsequent scheduling of public hearings.

Meeting Dates:

Who? San Juan Planning and Zoning Commission
 When? 2nd Thursday of each month at 7:00 p.m.
 Where? San Juan County Administration Building, Room 200 - Old
 Commission Chambers, 117 South Main Street, Monticello, Utah.

Application Fee (non-refundable)

- Conditional Use Permit: See Fee Schedule

Application Process:

Step 1. Contact the Planning and Zoning Department Staff. Meet informally with a member of the Planning and Zoning Department staff to discuss your proposal and review the issues, procedures and fees associated with the application.

Step 2. Submit Application: For all conditional use permit applications please submit the following:

- Completed Conditional Use application form.
- Property Owner's Affidavit (i.e. a written statement made before a notary). For your convenience, an affidavit has been provided on the back of the application form.
- If the property owner is to be represented by an "agent" during meetings with the County, please complete and submit the Agent Authorization form (also provided on the back of the application form).
- Payment of application fee.
- Three (3) copies of a legible site plan proposal. The site plan should include the following information:
 - Include the project name and exact street address, if possible.
 - Accurate dimensions of the subject property, drawn to scale (i.e. 1"=10', 1"=30', etc.) with north arrow and date of drawing. Sheet size should be a minimum of 18"x24".
 - Property lines, adjoining streets or roads, right-of-ways, waterways, easements, etc. with dimensions.

- Location and dimension of existing and proposed buildings, entries and exits, driveways, parking areas, landscape areas, sidewalks, retaining walls, fences, exterior lighting, etc.
- Location of existing property features such as streets and roads, canals, ditches waterways, hillsides, wetlands, flood plain, etc.
- Three (3) copies of floor plans. Include both existing and proposed floor plans. Indicate the scale (i.e. 1/8"=1', 1/4"=1', etc.) used on the plans.
- Three (3) copies of building elevations. These must be dimensioned to show an accurate representation of the proposed building. Provide a summary of the type of building materials which will be used for all structures. Indicate the scale (i.e. 1/8"=1', 1/4"=1', etc.) used on the elevation.
- Submit (1) copy of reduced 8 1/2 x 11 inch copy of all development plans.

***All plans submitted with the application will not be returned to the applicant and are the property of San Juan County**

Step 3. Attend the Planning Commission Meeting. The applicant will be sent a copy of the Planning Commission agenda and staff recommendation in advance of the meeting date. Information on the agenda will give the date, time and place of the meeting. The applicant or an authorized representative must be in attendance at the meeting. If no applicant is present, the Planning Commission will move on to the next agenda item. It will be up to the applicant to reschedule another hearing date. The applicant should be prepared to present the proposal in detail and answer questions from the Planning Commission members and other interested parties. An application may be "tabled" or "continued" if the Planning Commission needs additional information or time to consider the application. Otherwise, the Planning Commission will make a motion to approve or deny the request.

Appeal of Planning Commission Decision:

Anyone aggrieved with a decision of the Planning Commission may appeal the decision to the Board of County Commissioners. The appellant may be applicant, neighboring property owner, an effected resident, or even the County itself. Appeals must be in writing and received by the County Administrator within thirty (30) days of the

Planning Commission decision. Appeal requests must contain all documents and must state the reason(s) for the appeal. Payment of a fee is required at the time of filing.

Conditional Use Permit Issuance:

Following the approval of the conditional use permit by the Planning Commission, the permit will be issued in a letter to the applicant. The letter will state with specificity the conditions of the permit approval. This document should be retained in the records of the property owner or applicant. All conditions outlined in the permit must be maintained in order for the permit to remain valid and in effect.

Expiration of Conditional Use Permit:

Approval of the conditional use permit application by the Planning Commission will expire one (1) year after the date of approval unless there has been substantial action on the CUP (i.e. obtained a building permit) by the applicant. The Planning Commission may grant one extension up to six (6) months, when it is deemed in the public interest.

SAN JUAN COUNTY CONDITIONAL USE PERMIT APPLICATION

Type of Application (check all that apply):

- New Construction Land Use Change
- Addition Appeal

Subject Property Location or Address: Mile 53 HWY 191 just outside north end of Blanding Utah

Parcel Identification

Number: Parcel #36S22E230003

Parcel Area: 20.9 acres Current Use: Vacant

Floor Area: _____ Zoning Classification: C-1

Applicant

Name: Jared Berrett

Mailing

Address: 1690 N. Pinion Ridge Drive

City, State,

ZIP: Blanding Ut 84511

Daytime Phone #: 801-592-1045 Fax#: _____

Email Address: broberrett@gmail.com

Business Name (If applicable): _____

Property Owner's Name (If different): Shelby Eldredge

Property Owner's Mailing Address: 2287 North Blue Mt. Road

City, State, ZIP: Blanding Ut, 84511

Daytime Phone #: 435-459-2090 Fax#: _____

Describe your request in detail (use additional page(s) if necessary: Requesting a conditional use permit for the development of an RV Resort near Blanding Utah - San Juan County.
(See attachment for details)

Authorized Signature: _____ Date: _____

Property Owner's Affidavit

I (we) Shelby Eldredge, being first duly sworn, depose and that I (we) am (are) the current owner(s) of the property involved in this application; that I (we) have read the application and attached plans and other exhibits and are familiar with its contents; and that said contents are in all respects true and correct based upon my personal knowledge.

Owner's Signature

Owner's Signature (co-owner if any)

State of Utah)
 :
County of San Juan)

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public
Residing in _____
My Commission expires: _____

Agent Authorization

I (we) Shelby Edredge, the owner(s) of the real property located at Mile 53 HWY 191 (Parcel #36S22E230003)

in San Juan County, Utah, do hereby appoint Jared Berrett, as my (our) agent to represent me (us) with regard to this application affecting the above described real property, and authorize Jared Berrett, to appear before any County board or commission considering this application.

Owner's Signature

Owner's Signature (co-owner if any)

State of Utah)

:

County of San Juan)

On the _____ day of _____, 20____, personally appeared before me _____ the signer(s) of the above *Agent Authorization* who duly acknowledge to me that they executed the same.

Notary Public
Residing in _____
My Commission expires: _____

“The Look” RV Resort – Blanding Utah

OVERVIEW

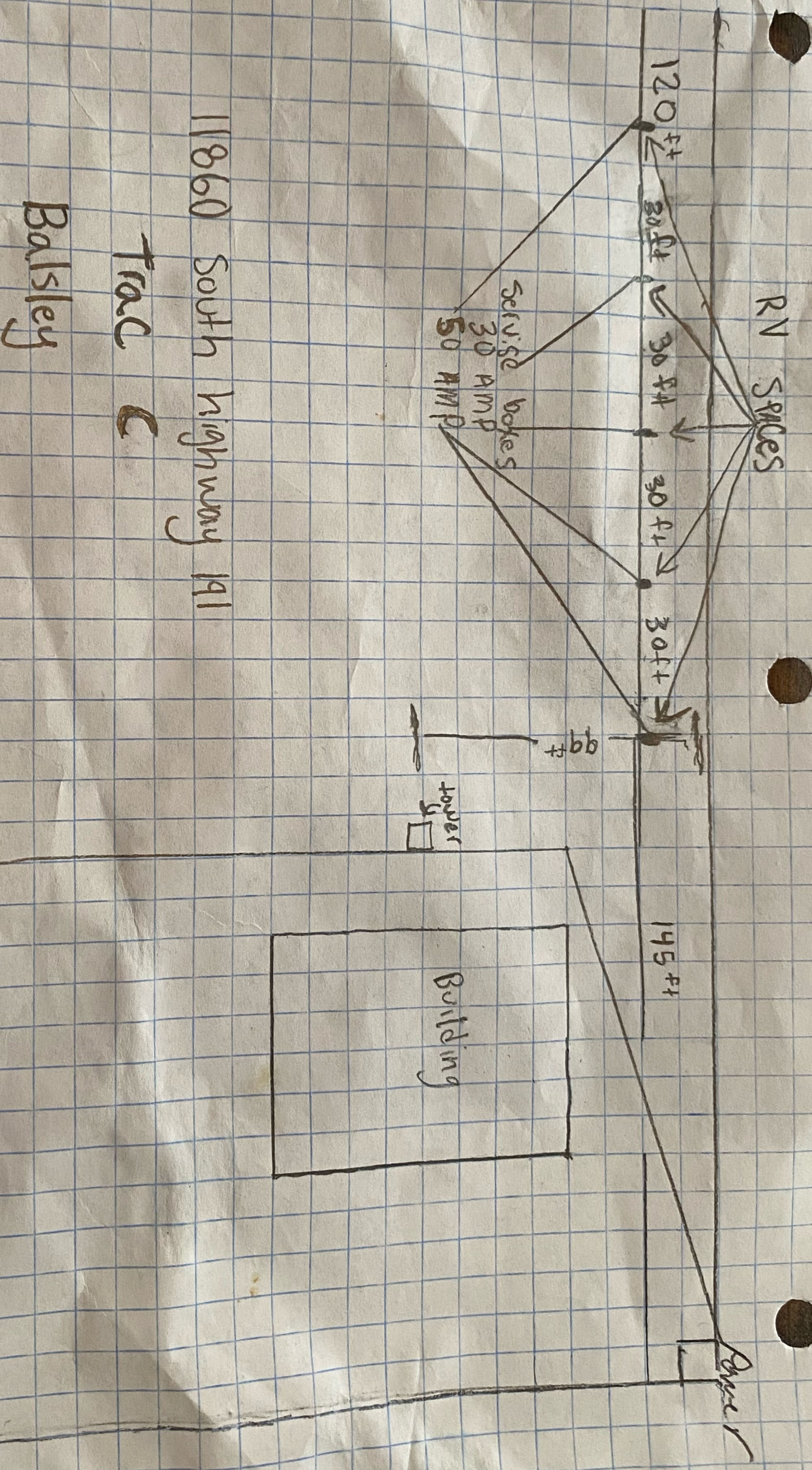
The Look RV Resort will be designed and built to welcome guests traveling through the four corners region who are coming to enjoy the great outdoors and surrounding natural wonders. The resort will attract an upscale client and should have limited impact on existing RV parks in the region. A front office and entrance will be tastefully crafted with architectural aspects that lean on and honor the rich historical tradition of the mining industry of the region. The property will have the only pool, hot tub, pickle ball courts, basketball courts, and regulation volley ball courts at an RV establishment in San Juan County.

STANDARDS

- 1) located in a C-1 commercial zone.
- 2) Minimum disturbance:
 - a) use terrain, natural drainage conditions when possible, existing trees, shrubs and rock formations with a minimum of disturbance of the land.
 - b) One acre minimum, not more than twenty (20) spaces.
- 3) Density:
 - a) Eight hundred (800) square feet minimum for back in full hookup sites
 - b) One thousand (1000) square feet minimum for pull through full hookup sites.
 - c) No more than 20 units/sites per acre.
 - d) Five hundred (500) square feet minimum for those spaces not having hookups.
 - e) Minimum rental space size shall not include any area required for access roads, off street parking, service buildings, recreation areas, office and similar RV park needs.
- 4) Open Space:
 - a) (20%) of the gross area of the RV resort will be open space for common areas, playgrounds and other recreational uses.
 - b) Open space shall not include any area designated as a roadway, RV rental space, or storage area.
- 5) Rental Pad Requirements:
 - a) Spaces containing hookups for water, sewer and electricity shall be equipped with a surface area of not less than ten feet by forty feet (10' x 40').
 - b) Surfacing shall consist of a minimum of 6" compacted A/B covered with gravel to maintain proper drainage and minimize dust.
 - c) Each RV unit shall be parked entirely on the surface area so that no part thereof obstructs any roadway or walkway within the RV park.
 - d) Spaces not equipped with such a surface area, intended for occupancy by recreational vehicles not having self-contained toilets, lavatory or bathing facilities, shall be equipped with a gravel pad, of not less than ten feet by twenty five feet (10' x 25')
 - e) For RV unit parking where water hookups are provided, electricity shall also be provided with at least one hundred ten (110) volts, or 110/220 volts, installed in accordance with applicable state electrical codes.
 - f) No individual space in a recreational vehicle park shall be used by one individual for more than one hundred eighty (180) days consecutively, nor shall such space be rented or leased to any one individual for a period longer than one hundred eighty (180) days in any one calendar year.

- 6) Space Width Requirements:
 - a) There shall be a minimum distance of ten feet (10') between RV units parked side by side. There shall be a minimum distance of ten feet (10') between RV units parked end to end. There shall be a minimum distance of twenty feet (20') between any RV space and any building.
- 7) Outdoor Living Space Requirements:
 - a) Each RV space shall provide an "outdoor living" space adjacent to the vehicle parking space. The outdoor living space shall be a minimum of two hundred (200) square feet and shall be maintained in a clean and weed free manner
- 8) Park Setback Requirements:
 - a) Each recreational vehicle park shall conform with local jurisdiction setback codes. If there are none established, they will have a minimum of the following:
 - i) Side Setback And Rear Setback: Ten feet (10') minimum from adjacent property
 - ii) Front Setback: Twenty feet (20') minimum from a state highway
- 9) Parking Requirements:
 - a) Parking will be provided for each RV in the park with additional space for one automobile per each RV space.
 - b) RV parking spaces will be of gravel type material and be kept weed free. Each recreational vehicle (RV) shall be able to park in designated spaces, and no portion of a driveway or roadway may be used for recreational vehicle parking.
- 10) Access and Roadway Requirements:
 - a) Each RV park shall have access roads as follows:
 - i) For One-Way Traffic: Roadways with no parking: Eighteen feet (18') in width;
 - ii) For Two-Way Traffic: Roadways with no parking: Thirty two feet (32') width;
 - iii) For Entrance Roadways: Roadways will be (40') in width.
 - iv) A secondary exit shall provide an alternate exit in case of an emergency.
 - v) Access and Exits will conform to UDOT requirements when entering onto State Hwy
 - b) Road Design:
 - i) Streets or roadways and parking areas within the RV park shall be designed to provide safe and convenient access to all spaces and to facilities for common use by park occupants, and shall be constructed and maintained to allow free movement of emergency and service vehicles at all times, and shall be graded to drain and surfaced with gravel to maintain proper drainage and minimize dust.
 - ii) A forty five foot (45') turning radius shall be required on all curves, to allow access by emergency vehicles.
 - c) Lighting:
 - i) All roadways and walkways within the resort shall be adequately lighted at night, to provide safe access. All lights shall be shielded to keep the light from leaving the property other than those associated with signage.
- 11) Landscaping Requirements:
 - a) Landscape shall be designed to perform the following:
 - i) Provide an attractive entrance and street frontage;
 - ii) Provide dust and erosion control;
 - iii) Provide a neat, attractive and aesthetically pleasing appearance
 - iv) Provide water conservation through Drought tolerant grasses and plant choices.

- 12) Utility Requirements:
 - a) Culinary water will be connected through the Blanding City public water supply, or a commercial well approved by the county health official.
 - b) The wastewater treatment system will be approved by the State of Utah Health Department.
 - c) All utilities shall be placed underground.
- 13) Fire Protection:
 - a) Fire hydrants shall be installed in the resort in accordance with the specifications of San Juan County and the State of Utah Fire Marshalls office.
- 14) Sanitary Facility Requirements:
 - a) Waste removal will abide by San Juan County health code.
 - b) Recreational vehicles shall meet all requirements of the recreational vehicle sanitation code, R392-301, as adopted by the Utah state board of health in 1993
- 15) Refuse Disposal:
 - a) The storage, collection and disposal of refuse shall be performed so as to minimize accidents, fire hazards, air pollution, odors, insects, rodents or other nuisance conditions. All refuse shall be stored in durable, washable and nonabsorbent metal or plastic containers with lids.
 - b) Adequate refuse collection and removal shall be the responsibility of the park owner regardless of city involvement.
- 16) Tents:
 - a) Tents shall be used with the following provisions:
 - i) An adequate number of parking spaces is provided;
 - ii) The area is served by one or more water outlets; and
 - iii) The area is located no further than five hundred feet (500') from a service building.
- 17) Structures and Construction
 - a) All structures and construction will be performed by licensed professionals and in accordance with local building codes and laws that govern such in the state of Utah
- 18) Timeline and stipulations:
 - a) Once approval has been granted for the Provisional Use from the County, the following will occur prior to construction commencing:
 - i) A building permit will be obtained from the county
 - (1) All plans will be reviewed for all structures on the property
 - (2) Detail plot plans will be submitted and be subject to the plan review process
 - (3) Any changes will be handled according to the county building process
 - ii) A state approved wastewater design will be submitted
 - iii) A letter from the power and water utilities will be submitted showing approval of the connections.



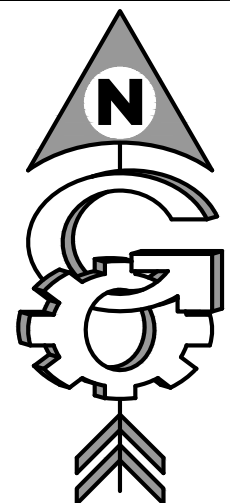
11860 South Highway 191

Trac

Balsley

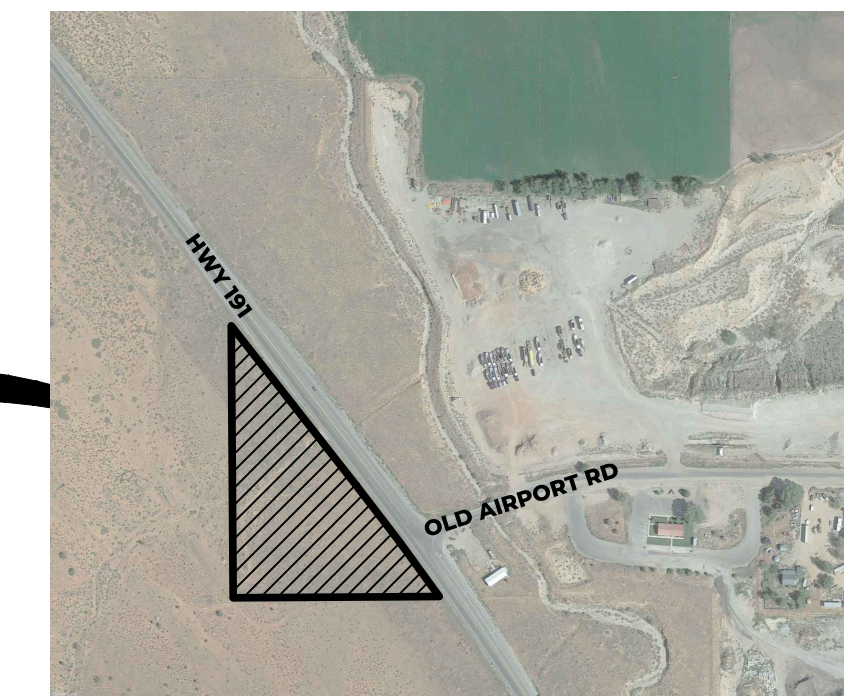
CONCEPT LAYOUT FOR SHOCKER HOLDINGS, LLC

LOCATED IN SECTION 2, T27S, R22E, SLB&M SAN JUAN COUNTY, UTAH



40 0 40'
SCALE IN FEET

PROJECT LOCATION



VICINITY MAP

N.T.S.



PROJECT STATEMENT

THIS PROJECT IS PROPOSING TO CREATE A TOWNHOUSE TYPE SUBDIVISION WHERE INDIVIDUAL UNITS ARE SOLD FOR THE PURPOSE OF NIGHTLY RENTALS. THE OWNER IS REQUESTED THE SPANISH VALLEY OVERNIGHT ACCOMMODATION OVERLAY IN ORDER TO ACHIEVE THIS PROJECT UNDER THE HIGHWAY FLEX ZONE.

THIS PROJECT WILL BENEFIT THE SPANISH VALLEY AND COUNTY BY PROVIDING NIGHTLY RENTAL UNITS TO HELP EASE THE HIGH DEMAND FOR THESE TYPE OF PROJECTS, WHILE MINIMIZING IMPACT TO ANY ADJACENT RESIDENTIAL ZONES. THIS PROJECT IS LOCATED WITHIN THE HIGHWAY FLEX ZONE AND IS LOCATED ROUGHLY 1 MILE BY ROAD TRAVEL TO THE NEAREST EXISTING RESIDENTIAL ZONING.

NOTES

1. THERE DON'T APPEAR TO BE ANY SENSITIVE LANDS WITHIN THE PROJECT AREA OR THROUGH ANY ACCESS POINTS FROM THE PROJECT TO THE PROPOSED ENTRY ON HWY 191 AT THE PRELIMINARY PLANNING STAGE OF THIS PROJECT.
2. PROJECT SITE FRONTS HWY 191 ALLOWING FOR SEAMLESS TRANSITION TO EXISTING ROADWAYS. CURRENTLY THE PROPERTY IS SURROUNDED BY UNDEVELOPED VACANT LAND.
3. THE PROJECT WOULD PROVIDE BENEFICIAL RESIDENTIAL UNITS WITH THE INTENT OF NIGHTLY RENTALS WHICH WOULD PROVIDE COMMERCIAL BENEFIT TO THE COUNTY FROM TAX AND TOURISM TO SUPPORT THE LOCAL ECONOMY AND PARKS.
4. THE PROJECT IS A SMALLER DEVELOPMENT, WITH THE PROJECT BEING UNDER 5 ACRE GROSS AREA. UTILITIES ARE PLANNED TO CONNECT OFF OF OLD AIRPORT ROAD, FOR THIS SIZE PROJECT MINIMAL DEMAND IS ANTICIPATED FOR ANY MASTER PLANNED INFRASTRUCTURE.
5. DEVELOPER WILL PROVIDE ZERO-SCAPE TYPE LANDSCAPING, CONFORM TO DARK SKIES AND PROVIDE THE REQUIRED OPEN SPACE WITHIN THE PROJECT BASED ON COUNTY ORDINANCE.

PROJECT SITE NOTES

1. PARCEL ZONED HIGHWAY FLEX AND IS ELIGIBLE FOR OVERNIGHT ACCOMMODATION OVERLAY.
2. PROJECT GROSS AREA IS 4.94 ACRES.
3. 45 TOWNHOME UNITS, WHICH IS A DENSITY OF 9.1 UNITS/ACRE.
4. PROJECT AMENITIES SHOWS APPROXIMATELY 40% OPEN SPACE, ONSITE LAUNDRY BUILDINGS, AREA RESERVED FOR PARK/OPEN SPACE, RETENTION BASIN AND ADDITIONAL PARKING AND RV PARKING SPACES.
5. HIGHWAY ACCESS PERMIT REQUIRED FROM UDOT, SIGHT DISTANCE APPEARS TO BE ADEQUATE AND FOR SIZE OF PROJECT LIKELY A MINIMAL INCREASE TO HWY 191. TRAFFIC STUDY MAY BE REQUIRED BY COUNTY.
6. PROPOSED PARKING: 196 PARKING AND 4 RV PARKING
 - 6.1. TOWNHOME: 4 PER UNIT (2 CAR GARAGE AND 2 DRIVEWAY)
 - 6.2. 16 GUEST PARKING SPACES
 - 6.3. 4 RV PARKING SPACES

NOTICE!
EXISTING UTILITIES ARE SHOWN ON PLANS FOR THE CONVENIENCE OF THE CONTRACTOR ONLY. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. THE ENGINEER BEARS NO RESPONSIBILITY FOR UTILITIES NOT SHOWN OR SHOWN INCORRECTLY.

AVOID CUTTING UNDERGROUND UTILITIES. IT'S COSTLY.
Call **BLUE STAKES** BEFORE YOU Dig **811** UNDERGROUND SERVICE (USA)

GO CIVIL ENGINEERING
590 N. 800 W. CEDAR CITY, UT 84721
#(435) 586-9592 WWW.GOCIVIL.NET

CONCEPT LAYOUT FOR SHOCKER HOLDINGS, LLC

LOCATED IN SECTION 2, T27S, R22E, SLB&M SAN JUAN COUNTY, UTAH

CHECKED:	DATE:
SCALE: #####	DRAWN: DB
DATE: 10/11/2021	SHEET: 1 OF 1

PRELIMINARY NOT FOR CONSTRUCTION

11 X 17 SHEETS ARE NOT TO SCALE

Project Owners Consent

I, Jeff Burgess on behalf of Shocker Holdings, LLC, provide consent to apply for the "Spanish Valley Overnight Accommodations Overlay District" for Parcel 27S22E020004 in San Juan County. I grant Go Civil Engineering to act as the agent in performing the work associated with the overlay application, exhibits and supporting documents.



10/11/2021

9E7B0F18D8164C...

Jeff Burgess on behalf of Shocker Holdings, LLC

398 South Glen Canyon Drive

Cedar City, Utah

jeff@burgessinvestmentgroup.com

435-691-4003

October 25, 2021

Subject: Request for Re-zone of property within San Juan County, UT

To whom it may concern,

I (We) the owner(s) of the Monticello Development Company, LLC request that Lots 64-67 of the Elk Meadow's Subdivision Amendment 1 be re-zoned from "Agriculture" (A-1) to "Rural Residential" (RR-1) in accordance with the San Juan County Subdivision Ordinance. The purpose of this request is to comply with the San Juan County Planning Commission's request that this property be re-zoned to better suit its intended purpose for a future subdivision amendment within said Lots 64-67.

Legal Description of Zone Change:

San Juan County, UT

Lots 64, 65, 66, and 67 within the Elk Meadows Subdivision, Amendment 1, within Sections 24 and 25, Township 32 South, Range 23 East, SLB&M

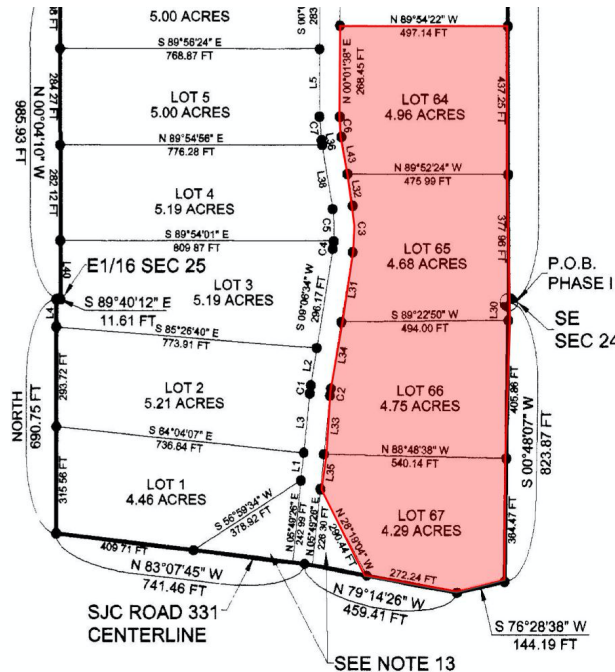
Authorized Agent

Monticello Development Company, LLC

Cole Cannon

Date

October 25, 2021





STAFF REPORT

MEETING DATE: November 18, 2021

ITEM TITLE, PRESENTER: SITLA PC Zone Plan Application ACTION

RECOMMENDATION: Recommend to Board of Commissioners for approval

SUMMARY

The State Institutional Trust Lands Administration (SITLA) has submitted a PC Zone Plan and Preliminary Community Structure Plan for 1864 acres in Spanish Valley located in northern San Juan County. The development is named South Valley Community.

HISTORY/PAST ACTION

The application was received via email on August 20, 2021, and placed on the agenda for the September 9, 2021 Planning Commission agenda as a discussion item. The Planning Commission also discussed the application in their work meeting on September 16, 2021. One comment was received by email, and has been attached. Public comment made in the meeting on September 16 was discussed with the Planning Commission during the meeting.

Draft conditions were presented at the October 14 PC Meeting. These conditions have been reviewed and revised with SITLA and San Juan County Planning and Zoning staff.

Based on these discussions and public comment received, here are the recommended conditions from staff for the Planning Commission to consider when making their recommendation to the Board of County Commissioners.

RECOMMENDED CONDITIONS

Recommended conditions to the PC Zone Plan (Plan) for a master planned live-work community with fulltime residents and neighborhood services:

1. The percentages of open space in table 2 on page 9 of the Plan will have a permanent open space easement or similar in-perpetuity protection on and over open spaces. 30% of 1,864 acres is 559 acres of open space. Open space shall include trails and trail corridors, developed parks, landscaped areas, and undeveloped natural areas.
2. Any stormwater drainage and/or retention infrastructure may count as open space only on agreement with the county.
3. On any four-way intersection of the Plan's east-west public roads with US Hwy 191, no permanent structure may be located within a rectangular area located adjacent to the right-of-way (ROW) for the east-west road and for US Hwy 191. The rectangular area shall extend 26 feet from the east-west road's ROW and 100 feet from US Hwy 191 ROW. This area is the county's

determination as to what constitutes adequate space for future intersection infrastructure and is based on the preliminary transportation analysis in map 4 on page 14 of the Preliminary Community Structure Plan (CSP). The rectangular area may be reduced following the earlier of i) as agreed in the development agreement, or ii) as approved by San Juan County in a detailed plan of UDOT's intersection design(s) for US Hwy 191.

4. Land protected for future traffic impact in condition #3 is not considered as open space unless it includes permanently constructed trails or landscaped buffers within an agreed ROW design.
5. Development along US Hwy 191 must include construction of the corresponding adjacent portion of the frontage road unless UDOT has previously constructed or has funding to construct the frontage road.
6. Retain the 90-foot ROW along Spanish Valley Drive as designated in figure 1 on page 16 of the Preliminary CSP.
7. Stormwater drainage system shall be developed in concert with road construction to ensure proper design. The stormwater drainage system should account for applicant's future upstream development.
8. The developer is required to surface each road either within an approved plat or adjacent to the approved plat in either asphalt, concrete or engineered stone equivalent.
9. If there is a significant design change from the approved CSP because of economic, environmental or other factors, any development agreement will not be approved until an updated CSP has been submitted and approved as a replacement CSP.
10. Density in developments where there is not a public water and sewer system may not exceed Type II density as outlined in the existing Spanish Valley Residential District (SVR) sub-ordinance Table 1-2. In areas serviced by a public water and sewer system, the densities proposed in the current PC Zone Application are allowed only as may be serviced by the water and sewer system.
11. Any development application that would trigger a conditional use process for a zone where that use is typically located shall comply with and follow the conditional use process in effect at the time the application for the use is received.
12. The applicant shall report semi-annually to the Planning Commission on the progress of preparing the CSP.
13. The primary goal of the residential development in the Spanish Valley area is for long term permanent primary residents. This should be the primary goal of any residential development; residential uses and development agreements will be reviewed under that primary goal.
14. In accordance with the PC Zone ordinance, County Commission approval of zoning the Plan area as "PC Zone 1" confers on the applicant the right to proceed with the PC Zone development process based on the information presented in the Plan until the earlier of i) approval of a development agreement, or ii) five years following approval of the CSP.
15. The applicant and the county will each work in good faith to prepare and approve the CSP and development agreement and, if applicable, with a new municipality to plan the proposed development.



Permit Report

10/12/2021 - 11/16/2021

Permit #	Permit Date	City or County	Residential or Commercial	Type of Permit	Building CityStateZip	Owner Name	Applicant Name	Parcel #	Parcel Address
21,142	11/16/2021			Utilities	Moab, Utah, 84532		TWS Construction	00062000023A	15 S MCELHANEY LN
21,141	11/8/2021			Solar	Monticello, UT 84535		Elizabeth Mooneyhan	34S24E021850	
21,140	11/8/2021			Electrical	Moab UT 84532		DAVID L BIRSCHIED		
21,139	11/8/2021			Electrical	Moab		DAVID L BIRSCHIED		
21,138	11/6/2021	San Juan County	Residential	Solar	Moab, UT 84532	Simpatica Properties LLC	Aaron Thompson	26S22E366000	193 Crimson Cliffs Dr
21,137	11/4/2021	San Juan County	Residential		Moab, UT 84532	Kyle Kimmerle			
21,136	11/4/2021			Utilities	Moab, Ut 84532		16 N McElhaney Ln	000620000380	16 N MCELHANEY LN
21,135	10/29/2021	San Juan County	Residential	Electrical	La Sal, UT 84530	Donald O'Donnal	Donald O'Donnal	00007000001B	
21,134	10/26/2021	San Juan County	Residential	New Construction	Moab, UT 84532	Shik Han	Spanish Valley Builders	00056000003D	
21,133	10/20/2021	San Juan County	Residential	Solar	Moab, UT 84532	R Paul Wiener	Paul Wiener	000370000050	20 DESERT SOLITARE RD
21,132	10/19/2021	San Juan County	Residential	New Construction	monticello, UT 84535	Johan Penninck	Johan Penninck	31S25E210600	
21,131	10/18/2021	Town of Bluff	Residential	Electrical	Bluff, UT 84512	James Nowak	James Nowak	C0000010001C	
21,130	10/17/2021			Electrical	moab utah 84532		jessica eyman	000340020110	24 W AVILLA LN

21,127	10/27/2021	San Juan County	Residential	New Construction	Moab, UT 84532	Greg Williams	Greg Williams	00056000004A	70 E RANCI RD	Item 9.
21,126	10/14/2021	San Juan County	Residential	Modular Home	Blanding Utah 84511	Tony Wojcik	Affordable Builders	36S22E237202	902 E KIVA DR	
21,107	10/12/2021	San Juan County	Residential	New Construction	Moab, UT 84532	Joe & Laura Papas	Joe & Laura Papas / Architectural Squared	380000260	101 N BEHIND THE ROCKS DR	

Total Records: 16

11/16/2021

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