

After Recording Return To:  
Thunder Ridge Property Owners Association  
P.O. Box 843  
Heber City, Utah 84032

**SECOND AMENDMENT TO  
THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THUNDER RIDGE PROPERTY OWNERS ASSOCIATION**

This Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Thunder Ridge Property Owners Association, Inc. (the "Declaration") that established the Thunder Ridge Property Owners Association (the "Association") is made on the date evidenced below by Thunder Ridge Airpark, LLC, a Utah limited liability company ("Declarant") and a majority of the Board of Directors of the Association.

**RECITALS**

A. Certain real property in Duchesne County, Utah, known as Thunder Ridge Airpark were subjected to certain covenants, conditions, and restrictions pursuant to a Declaration dated August 12, 2005 and recorded as Entry No. 379880, in Book A453 at Page 238 in the Recorder's Office for Duchesne Co, Utah;

B. This amendment shall be binding against all of the property described in the Declaration known herein as the Thunder Ridge Airpark Subdivision. Namely, all of Thunder Ridge Airpark, more particularly described as all of lots 155 through 231 of the Chuckwagon phase of the Bandanna Ranch subdivision, Duchesne County, Utah and any annexation, expansion or supplement thereto.

C. Pursuant to Article XII, Section 12.2 of the Declaration, the necessary approvals to amend the Declaration were duly received to adopt and record this Amendment.

D. This Second Amendment is intended to replace the first Amendment dated May 9, 2006 and recorded as Entry No. 385597, in Book A474, at Page 453 and clarify and improve certain provisions and correct typographical errors. Therefore the Association, by and through its Board of Directors, hereby proposes the following amendment changes:

Rescind the first Amendment dated May 9, 2006 and declare its provisions abandoned.

Replace the language of the applicable section of the Declaration in entirety (unless otherwise specified) as described to follow.

1. Article III, 2<sup>nd</sup> paragraph only changed to read as follow:

The initial Architectural Control Committee shall consist of the Declarant or his designees. At such time as fewer than 5 Lots are owned by Declarant, or its affiliates, the "Declarant" shall relinquish the powers of the ACC to the Owner's Association. At that time, the members shall be appointed by the Board of Directors of the Owner's Association. The new ACC will promulgate such guidelines as may be

necessary to implement the architectural review process not inconsistent with established practice. Any expenses incurred by the ACC will be paid for by the Association.

2. Article IV, Section 4.3, changed to read as follow:

No commercial business of any type shall be permitted excluding any home office and customers for the purpose of serving a home office. The following Declarant operations are permitted: leasing or sale of hangars on Declarant's lots or in Common Areas, Declarant's Model Home sales operations and sales office, and Declarant's staging areas for Model Home construction. The homeowners' association retains the right to limit non Declarant customers if deemed a nuisance. Also, this should not exclude work done on non-owned aircraft so long as such work is done inside a hangar and the completed aircraft conforms with all requirements as set forth in these covenants. No one can allow the use of the airport or runway for commercial activity or for self-enterprise. Notwithstanding, the Declarant from time to time is permitted during the development phase to invite prospective buyers of lots or aviation related businesses, clubs, or organizations to "fly-ins" for the purpose of promoting the sale of Lots. During these events, guest aircraft registration requirements are waived.

3. Article IV, Section 4.9, changed to read as follow:

No mobile or manufactured homes of any kind, or any home having the same general appearance, shall be permitted on any Lot. No building or structure of a temporary nature: trailer, tent, shack, etc shall be erected or maintained on any Lot for more than 21 out of 30 consecutive days prior to or after construction completion of a home. During construction, one temporary structure is allowed but must be removed within 15 days after completion of the home or within 12.5 months of start of construction whichever comes first. Furthermore, no building shall be permitted on any Lot unless it is erected on a solid foundation from the ground level to the first floor level.

4. Article IV, Section 4.15, changed to read as follow:

Each Lot may have one hangar for the storage of private aircraft and one outbuilding or a combination of a maximum of two. Each hangar or outbuilding erected, constructed or maintained upon any lot shall be fully enclosed permanent structures and shall not exceed 3600 interior square feet on the ground floor, which size shall include any space allocated for workshop, restroom facilities, storage area or any other purpose. Hangars and Outbuildings must be compatible with the adjoining dwelling unit and will be subject to ACC approval and architectural controls. A hangar or outbuilding facing the runway must be at least 250 feet from the centerline of the runway and must conform to Section 8.1. No hangar or outbuilding shall be erected nearer than 25 feet from side Lot lines nor nearer than 100 feet from Lot lines facing taxiways. The structure may be built before the dwelling house only when permitted in writing by the Architectural Control Committee but substantial completion of the dwelling house insofar as the exterior finish is concerned must be accomplished within 12 months from date of issuance of building permits for hangar or outbuilding structure. Any change from the above specifications will require written permission of the ACC.

5. Article V, Section 5.11, changed to read as follow:

The following are strictly prohibited: hogs, pigs, and commercial dairy or poultry, dog boarding kennel or veterinary hospital; and for Lots smaller than 30 acres; goat, or sheep operations, a riding academy, or the operation of a livery or boarding stable for horses. It is understood, however, that this restriction shall not prohibit the keeping of the following:

A. Lots up to 5 acres: 2 horses, No other livestock

- B. Greater than 6 acres to 11 acres: 4 horses or substitute 1 horse for 1 cow or sheep up to 1
- C. Greater than 11 acres to 16 acres: 6 horses or substitute 1 horse for 1 cow or sheep up to 3
- B. Greater than 16 acres to 21 acres: 8 horses or substitute 1 horse for 1 cow or sheep up to 5
- C. Greater than 21 acres to 26 acres: 10 horses or substitute 1 horse for 1 cow or sheep up to 7
- D. Greater than 26 acres to 31 acres: 12 horses or substitute 1 horse for 1 cow or sheep up to 9

Three (3) domestic animals (canine or feline) for family pleasure are permitted, provided that animals must be restrained by fence or other appropriate protective restraint. All appropriate measures must be taken by the lot owner to eliminate and prevent offensive odors and any unsightly accumulations from said animals. Noisy animals, such as incessantly barking dogs, must be controlled by their owners. No pet shall be permitted outside of its owners Lot unless attended by an adult or child of more than eight (8) years of age. At no time are any unattended animals or pets allowed on the runway or taxiway easements.

5. Article V, Section 5.15, changed to read as follow:

Carports and aircraft ports are prohibited. No owner's vehicles shall be parked on any street. No vehicle of any kind such as trucks, cars, campers, trailers, motor homes, boats, or other recreational vehicles may be parked for more than 21 days in any 30 day period prior to start of construction of a home or outbuilding on the lot. No more than three in aggregate of a boat, motor home, travel trailer, or other recreational vehicle may be stored overnight unless in an outbuilding. After exterior completion of an outbuilding, hangar, or dwelling, all boats, motor homes, travel trailers, or other recreational vehicles must be placed behind the dwelling frontage line in a location as not to be conspicuous from the street. Commercial vehicles are not permitted to be parked overnight except during construction and must be parked in an outbuilding after home construction completion. Furthermore, no wrecked or junked motor vehicles or vehicles without a current license plate and registration shall be placed upon the premises unless in an enclosed garage. No motor vehicle or aircraft of any kind shall at any time be parked or tied down on any of the taxiways, overruns, roadways or rights-of-way, except as permitted by the ACC in writing.

6. Article V, Section 5.17, changed to read as follow:

All fencing shall be approved by the ACC and composed of materials other than metal, except that chain link fence may be allowed if the fence is built in such a way that it is not visible from any road, runway, taxiway, or other Lots in the Development, and in no event shall exceed five (5) feet in height. Decorative fences (meaning wooden or brown vinyl fencing, split-rail fencing or wooden fencing which has holes in the posts with wood rails running from post to post) and hedges, no more than 60 inches in height, are permitted. No fencing of any kind is allowed on any easement, taxiway, or runway. Barbed wire is specifically prohibited.

7. Article V, Section 5.18, changed to read as follow:

No signs of any character shall be erected, pasted, posted, or displayed upon or about any Lot or part of any Lot, or common Area, without the written permission of the ACC. Lot owners are not permitted to erect "For Sale" signs without permission of the Declarant. Declarant is permitted to overrule the ACC or remove any sign while owning any Lots. The ACC shall have the right in its sole discretion to prohibit or to restrict and control the size, construction, material, wording, location and height of all signs and may summarily remove and destroy all unauthorized signs. Declarant is granted the right to post temporary "For Sale", "For Rent", or informational signs on any Declarant Lot or Common Areas without ACC approval.

8. Article VI, Section 6.3, changed to read as follow:

Lot owners are allowed to park one aircraft at the common area tie down facilities when registered with the Association. Two additional guest aircraft are allowed overnight tie down so long as the above conditions are adhered to and the guest aircraft conform to the registration requirements of 6.12. Until a dwelling or outbuilding is under construction, no more than one aircraft shall be tied down for more than 21 out of 30 consecutive nights on a Lot unless approved by the ACC. The tied-down aircraft must be in airworthy condition as defined by current Federal Aviation Regulations (FAR's) except as permitted by the Board of Directors in writing.

9. Article VI, Section 6.12, changed to read as follow:

Each Lot Owner shall have access rights for aircraft to use the runway, tie-down, and other common area facilities by registering each with the Association. Lot Owner's are allowed landing rights for two guest aircraft on the property at a time. A guest aircraft is allowed landing rights for a maximum of 14 out of any 21-day period. This permission is granted only if the guest aircraft is registered with the Association at least 2 days in advance of each arrival. Additional owner or guest aircraft are not allowed without obtaining special permission by the Association.

10. Article VIII, Section 8.1, changed to read as follow:

No house or building may be constructed within 75 feet of the centerline of any designated street. For all lots, the setback line is 25 feet from any side lot line for hangars and other freestanding buildings and 25 feet from any side lot line for houses. A clear zone easement 250 foot from the center of the runway and 100 foot from the center of the taxiways shall be established where no aircraft may be parked; no trees or other obstacles are allowed in this area. A 5-foot easement along all sides of all lots and along all sides adjoining any designated street is reserved for underground utility and or drainage purposes. The established setbacks may be varied by the ACC following prescribed methods.

11. Article XI, Section 11.1, 1<sup>st</sup> sentence of the 1<sup>st</sup> paragraph changed to read as follow:


Each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed, is deemed to covenant and agree to pay to the Association:

12. Article XI, Section 11.3, changed to read as follow:

Upon the sale of a Lot by Declarant to a new Owner, the annual assessments shall commence as to that Lot on the first day of the month following the conveyance of the Lot to the new Owner. In that case, the first annual assessments shall be prorated according to the number of months remaining in the calendar year.

IN WITNESS WHEREOF, we being the President, and Secretary of the THUNDER RIDGE PROPERTY OWNERS ASSOCIATION and the Declarant have has executed this Amendment to the Declaration as of the 20 day of June, 2016, in accordance with Article XII, Section 12.2 of the Declaration.

**THUNDER RIDGE PROPERTY OWNERS ASSOCIATION**

  
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President – Tracy Livingston

*Lori Livingston*

Secretary – Lori Livingston

**DECLARANT: THUNDER RIDGE AIRPARK, LLC**

*Tracy Livingston*

Its Member Manager – Tracy Livingston

STATE OF UTAH       )  
                                  :SS  
County of Wasatch    )

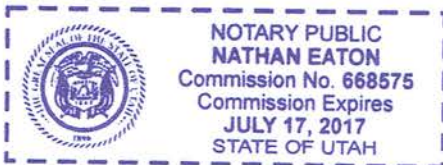
On the 27 day of June, 2016, personally appeared Tracy Livingston who, being first duly sworn, did say that he is the President of the Association and is Member Manager of Thunder Ridge Airpark, LLC, and that the foregoing instrument was signed on behalf of said Association by authority of its Board of Directors; and acknowledged said instrument to be a voluntary act and deed.



*Nathan Eaton*  
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Notary Public

STATE OF UTAH       )  
                                  :SS  
County of Wasatch    )

On the 27 day of June, 2016, personally appeared Lori Livingston who, being first duly sworn, did say that she is Secretary of the Association and that the foregoing instrument was signed on behalf of said Association by authority of its Board of Directors; and acknowledged said instrument to be a voluntary act and deed.



*Nathan Eaton*  
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Notary Public