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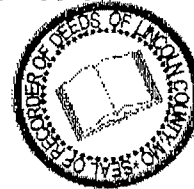
Instr #: 2026008385

Book: 2525 Page: 376

Type: REST

Pages: 12

Fee: \$59.00 S 20260007703



Tracy K. Martin
Recorder of Deeds

PATRICK DONOVAN

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF "TROY AIRPARK"
IN THE COUNTY OF LINCOLN, STATE OF MISSOURI**

WHEREAS, it is deemed in the best interest of all persons who may become and are owners of any lot in this subdivision Troy Airpark, Troy Airpark 2, Troy Airpark 3, Troy Airpark 4, Troy Airpark 5, Troy Airpark 6, and Troy Airpark 7 (hereafter known as TROY AIRPARK) to have certain restrictions, to amend existing restrictions, reservations, limitations, conditions, easements and covenants created, imposed and placed of record relating to this property, and

WHEREAS, a Declaration of Covenants, Conditions, and Restrictions of TROY AIRPARK was recorded in Book 725, Page 34 of the Lincoln County Records, and amended in Book 863, Page 103 of the Lincoln County Records, and amended in Book 2101, Page 523, and amended in Book 2423, Page 384 and 385 of the Lincoln County Records, and

WHEREAS, Troy Airpark 6 and Troy Airpark 7 have certain non-conforming uses on the property which will continue to be allowed once the property is accepted into the Subdivision, and

WHEREAS, the Covenants, Conditions, and Restrictions are amended as the result of an election by lot owners on 04 May 2026, and

WHEREAS the entire Covenants, Conditions, and Restrictions are included herein to avoid confusion and amendments or changes are shown with the date of the change.

NOW THEREFORE, the lot owners (See Schedule "A" attached for names and lot numbers) as makers of this covenant, for the purpose of protecting property values and providing for quiet and peaceful enjoyment of properties do hereby subject all lots in said subdivision to the following covenants, conditions and restrictions which shall operate as covenants running with the land into whomsoever hands it or any part of it shall come and does hereby declare that all lots in said subdivision shall be held, sold and conveyed subject to the following covenants, conditions and restrictions; and the rights and easements herein contained and shown on the Recorded Plats of "TROY AIRPARK" are hereby made and declared to be rights and easements in fee and annexed to and forever to continue to be annexed to, passing with and inuring to each of said lots, each of them to remain forever subject to the burdens and entitled to

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the benefits created by said easements, and shall be enforceable at the suit of any and every owner of any lot in said subdivision by injunction or other proceeding whether in law or equity.

1. All streets, runways, taxiways and easements, as shown on the Recorded Plat of "TROY AIRPARK" shall remain for the private use of the owners of lots in this subdivision; provided, however, that the trustees may, at their discretion, publicly dedicate any such street or streets and may grant all utility easement rights therein or any portion or portions thereof. The owners reserve the right to use the streets and easements as shown on the recorded Plat to service additional development, any additional development shall be subject to the same restrictions and assessments as contained herein. This shall not be construed to mean owners shall make additional development. Purchasers of Lots acknowledge, "TROY AIRPARK" is a fly in community, and the necessary airspace is reserved for the common use of the residents. Purchasers of lots acknowledge, "TROY AIRPARK" is a fly in community, etc. For "TROY AIRPARK" to cease operation as a fly in community would require the vote and desires of Two-Thirds (2/3) of lot owners. If Two-Thirds (2/3) of lots have not yet been sold then a unanimous vote of all present lot owners would be required.

The owners retain and dedicate to the subsequent lot owners of TROY AIRPARK perpetual and assignable easements and rights of way for the free and unobstructed passage of aircraft in, through, and across the air space above the approach zone surface area and glide plane, as shown on the Recorded Plat of TROY AIRPARK, also, the continuing right to clear and keep clear the said land of any and all obstructions infringing upon or extending into or above the glide angle plane. The easements and rights hereby created include the continuing right to prevent future construction of any building, device or structure, or the future growth in height of any tree or trees, or of any and all constructions of whatsoever nature, built, constructed or created by any future act of any person on said described land, infringing upon or above the approach zone surface area; and for this purpose, the trustees of the TROY AIRPARK shall have the right to remove any trees planted or transplanted, or structures erected or created, subsequent to this date, which infringe upon or extend into or above the approach zone surface area, and the runway side transitional surface, whether located on or extending over and above the described land as lies within said area; together with the right of ingress to and egress from and passage on and over said land for the purpose of effecting and maintaining such clearance; reserving and granting to the subsequent land owners such use, rights and privileges in said land as may be exercised and enjoyed without interference with or abridgment of the rights hereby created.

The approach zone surface area, glide angle plane, and runway side transitional surface, within the provisions of this easement are defined as follows:

APPROACH ZONE SURFACE AREA:

The approach zone surface area, being the area for which this easement is granted, is a trapezoidal area lying beyond the Eastern and Western ends of the runway and more particularly described as follows: Beginning on a One Hundred (100) foot base line lying equidistant on and at right angles to the projection of the center line of the runway at the end thereof, and extending upward and outward as hereinafter described for glide angle, and increasing in width from Two Hundred Fifty (250) feet at the base line to a total width of Four Hundred Fifty (450) feet at

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a distance of One Thousand (1,000.00) feet, measuring horizontally from the base line, the width being equally divided between the projected center line of the landing strip affected.

GLIDE ANGLE PLANE:

The glide angle plane or the ascending line of demarcation defining the extent of the right of flight and easement rights in the Grantee commences at the base line of the above described approach zone surface area at the ground, rising upward and outward at a ratio of One (1) foot vertical to every Twenty (20) feet horizontal for a horizontal distance of One Thousand (1,000) feet.

SIDE TRANSITIONAL SURFACE

The runway transitional surface will remain clear, extending outward and upward at right angles to the runway centerline and the runway centerline extends at a slope of 7:1 from the sides of the primary surfaces and from the sides of the approach surfaces.

The owners retain and dedicate to the subsequent lot owners of **TROY AIRPARK**, the Easement shown on the Plat thereof and designated "Easement for Common Recreational Use" for the use and enjoyment of the lot owners of **TROY AIRPARK**. The Trustee's hereinafter named and provided for, may make such rules and regulations necessary to govern the use of this Recreational area.

2. All easements designated by deed are hereby created and established for the installation and maintenance of all utilities and drainage facilities and any other purpose shown thereon or any other purpose declared by the trustees.
3. All lots must be sold as originally sold, with no purchaser resubdividing nor reselling any portion of any original lot. The term "LOT" as used herein shall mean the original tract as sold by the owners listed above, whether sold by lot number or a metes and bounds description.
4. There shall be no commercial use of any lot, except by the owners; profession or business without any sign or other means or advertisement of said profession or business.

Lot Owners shall not rent or lease any part of a dwelling and/or attached or unattached garage and/or barn and/or shed and/or hangars. The Board of Trustees may, at their discretion grant a variance to a Lot Owner. Said variance must be unanimously approved by Trustees. (Amended 30 May 2009)
5. Any building erected, altered, placed or permitted to remain on any lot shall be a One (1) single-family dwelling, which must include at least a Two (2) car attached garage.
6. All dwellings shall be located according to the set-back lines hereby established by the recorded Plat and be clear of the side transitional surface.
7. All dwellings, including the attached garage, shall be located a minimum distance of Ten (10) feet from any interior lot line.
8. No structure of a temporary character, modular home, trailer, basement, tent, shack, shall be used on any lot at any time. Outbuildings, such as barns, sheds, airplane hangars and

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unattached garages, must be approved Thirty (30) days prior to construction, by the trustees.

9. Any dwelling constructed upon any lot shall be of all new materials except brick or stone.
10. A. A dwelling of the design commonly referred to or known as a One-story dwelling shall have a first floor area, exclusive of that portion encompassed with an attached garage, of not less than One Thousand Eight Hundred (1,800) square feet. Such dwelling shall have a width, including an attached garage, upon the street which it fronts of not less than Sixty (60) lineal feet.

Lots 14 through 18 shall not be subject to width requirement for frontage size of residences as required in paragraph 10 of the recorded restrictions as those lots are restricted by size and slope and paragraph 10 is therefore amended to exclude Lots 14 through 18. (Revised 28 Dec 1995)

B. A dwelling of the design commonly referred to or known as split-foyer, shall have an upper level area, exclusive of that portion encompassed within an attached garage, of not less than One Thousand Eight Hundred (1,800) square feet. Such dwelling shall have a width, including an attached garage, upon the street which it fronts or not less than Fifty-eight (58) lineal feet.

C. A dwelling of the design commonly referred to or known as split-level shall have a floor area above grade, exclusive of that portion encompassed within an attached garage, of not less than One Thousand Eight Hundred (1,800) square feet. Such dwelling shall have a width, including an attached garage, upon the street which it fronts of not less than Fifty-eight (58) lineal feet.

D. A dwelling of the design of more than One story (except dwellings of the design commonly referred to or known as split-foyer or split-level) shall have a first floor area, exclusive of that portion encompassed within an attached garage, of not less than One Thousand Sixty (1,060) square feet. Such dwellings shall have a width, including attached garage, upon the street which it fronts of not less than Fifty-eight (58) lineal feet; and a total living area of not less than One Thousand Eight Hundred (1,800) square feet, excluding the basement area.

E. Garages and airplane hangars shall be side or rear entry unless approved by trustees, Thirty (30) days prior to construction.

F. All Lot Owners are responsible for cleaning and maintaining the street, runway and/or taxi way adjacent to said Lot Owner's lot, free and clear of any debris or obstructions to include rocks, accumulation of mud and/or dirt and the like. Whenever any type of construction, maintenance, repair, landscaping or any type of improvement is being done upon any lot in the subdivision, that particular Lot Owner will be responsible for cleaning and maintaining the street, runway and/or taxi way to keep it free and clear of any debris or obstructions to include any rocks, accumulation of mud and/or dirt and the like. Lot Owner will ensure any commercial vehicles such as work trucks, cement trucks or any type of construction vehicle will be parked on Lot Owner's lot or driveway. Under no circumstances shall any commercial and/or construction-type vehicle be allowed to park on the street. (Revised 30 May 2009)11. For the purposes of the covenants contained

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in Paragraphs Seven, Eight and Eleven herein; eaves, steps and open porches shall not be considered as part of the dwelling and attached garage.

12. Construction plans and specifications and a plan showing the location of the structure must be approved by the trustees as to the quality of workmanship and materials, harmony of external design with existing structure, and as to the location with respect to topography and finish grade elevation, before any building shall be erected, placed, or altered on any residential lot.

Construction shall be completed within Three Hundred Sixty (360) days after plan approval and each lot shall be landscaped with lawn shrubs and ground cover within Sixty (60) days after the residence and improvements are completed.

In the event a Lot Owner commencing any type of construction project upon any lot in TROY AIRPARK, the following applies: (Added in its entirety 30 May 2009)

- A. Construction shall be defined as building a home and/or outbuildings including garages, hangars and storage sheds, all as allowed by the current covenants and restrictions.
- B. Any repairs, rehabilitation, maintenance of an existing structure on the lot to include but not limited to any roofing, concrete, gutters, foundation, siding, landscaping, fencing, sewer or septic and/or water well.
- C. Prior to commencement of any construction project, Lot Owners shall provide proof of financial responsibility. Financial responsibility shall be demonstrated as follows:
 - 1) Lot Owner acting as general contractor for any construction project shall provide to Board of Trustees of Troy Airpark a bond in the amount of \$5,000 made payable to Troy Airpark so as to cover any damages to the streets of TROY AIRPARK which are also used as runways and taxiways.
 - 2) Lot Owner shall provide to Board of Trustees of Troy Airpark a copy of the home owner's insurance policy purchased for the construction. Said insurance policy shall also contain a builder's risk endorsement.
 - 3) Lot Owner shall require subcontractors to provide a certificate of liability insurance with a commercial auto endorsement which shall include hired and non-hired. Lot Owner shall provide such verification to the Board of Trustees of Troy Airpark
- D. If Lot Owner hires a general contractor to oversee construction, then:
 - 1) Lot Owner shall provide to Board of Trustees of Troy Airpark a bond in the amount of \$5,000 made payable to Troy Airpark so as to cover any damages to the streets of TROY AIRPARK which are also used as runways and taxiways.
 - 2) Lot Owner shall provide to Board of Trustees of Troy Airpark a copy of the home owner's insurance policy purchased for the construction. Said insurance policy shall also contain a builder's risk endorsement.
 - 3) General Contractor shall provide to Lot Owner a certificate of liability insurance with a commercial auto endorsement which shall include hired and non-hired.
 - 4) General Contractor shall receive certificate of liability insurance with a commercial auto endorsement that includes hire and non-hired from all

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subcontractors, and Lot Owner shall provide verification of the same to the Board of Trustees of Troy Airpark

13. Plans contemplating approval shall be submitted to the trustees and by the trustees be rejected or accepted within Thirty (30) days prior to the beginning of construction. If the trustees fail to reject or accept said plan during the Thirty (30) day period, acceptance shall be conclusively presumed.
14. No lot in the subdivision shall be willed, conveyed or transferred in any manner to a civic, social, religious, charitable, fraternal organization, or any person or persons other than an individual family unit for the exclusive use of any individual family unit.
15. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the subdivision.
16. No signs, advertisements, billboards, or advertising structures of any kind may be erected or maintained on any lot; provided, however, that permission is hereby granted for the erection and maintenance of not more than One (1) advertising board on each lot as sold and conveyed, which advertising board shall not be more than Five (5) square feet in size and may be used for the sole and exclusive purpose of advertising for sale the lot upon which it is erected, except owners may erect signs for advertising at the entrances.
17. All grass and weeds shall be cut and trimmed around hangars, home structures, sidewalks, bushes, trees, fences, and along roads/taxiway easements and must not grow beyond a maximum of 8 inches in height. There is one exception: hay/grass may be grown for the purpose of baling in open areas of lots up to the easement areas. (Revised 04 May 2026)
18. Said premises shall not be used for any unlawful purpose or for any purpose that will injure the reputation of the subdivision or the peaceful enjoyment of others.
19. All repairs and maintenance of any structure on said lots must be like and strictly conform to the original design and structure. No additions of any type shall be made to the original structure unless approved in writing by the trustees.
20. Any fences, including, without limitation, the materials, height, and location thereof to be erected in the airpark must be approved in writing 30 days in advance by the trustees. Any such fences shall be made of wood, aluminum that looks like wrought iron, wrought iron, PVC, or any other material expressly approved by the trustees. Under no circumstances shall any fence be made from chain link. No fence may exceed six (6) feet in height from the ground. No fence may be extended in front of a line perpendicular to and extending from the front face of the residence, including adjacent side yards. No fence may be constructed on an easement or property line and must be no closer than three (3) feet to the easement or property line.

Temporary gardening or landscape fencing may be allowed as needed and as approved in advance by the trustees. (Revised 04 May 2026)
21. No animals, livestock of any kind shall be raised, bred, or kept on any lot; except household pets. No animals shall be permitted by a lot owner to be off the lot of the owner unless on a leash, controlled by some person physically able to prevent the animal from escaping. The animal's owner shall be solely, legally, and financially responsible for any incident due to negligence for not controlling their animal by keeping them

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confined to their own property. Dogs – lot owners must pick up their dog feces when walking their dog on a leash in the airpark and the dog defecates on the road/taxiway or on someone else's property. Lot owners who walk their dogs shall walk them on a leash no longer than 10 feet to better maintain control of the dog. Each lot shall be limited to a maximum of three (3) dogs. (Revised 04 May 2026)

22. No motor vehicle requiring what is commonly called a "commercial license" under the laws of the State of Missouri, or trailer, boat trailer, boat, camping truck, or similar vehicle shall be parked or permitted to remain on any lot in said subdivision unless such recreational vehicles are parked behind the building line.
23. No automobile, motor cycle, machinery of any kind, may be dismantled, assembled, repaired, or worked on in any manner upon any lot or street in this subdivision unless such repairs are conducted inside a private garage, screened from public view. None of the above enumerated items may be performed on any street of this subdivision.
24. All motor vehicles remaining in any lots or street longer than fifteen (15) days not in proper operating condition shall be hauled away at the owner's expense.
25. No open sewerage or drainage system shall be permitted for the disposal of the sewage or water from internal household.
26. No junk, garbage, trash, or outside garbage cans shall be permitted on the premises. A single point of use trash receptacle is available for use to all airpark residents who pay for this (dumpster coop) service. Two exceptions are: (revised 04 May 2026)

A trash can (for containing household trash, animal feces, odoriferous materials, etc.) - may be temporarily kept in your garage, hangar or behind a house as long as it is not visible from the road/taxiway. Temporary construction materials may be kept behind a house or hangar for a brief time until such time as the lot owner can take measures to deal with it appropriately. The trustees shall be made aware of these extenuating circumstances in writing as they occur.

27. No forfeiture shall be constructed for violation of these restrictions, but they may be enforced by injunction or other court action.
28. There is hereby created a Board of Trustees, hereinbefore and hereafter called "trustees", which will consist of five (5) in number and will be the governing body of **TROY AIRPARK** and have the right to prepare and enforce all reasonable rules and regulations for the enforcement of these restrictions and covenants and for the use of the Easements, Streets, Taxiways, Runways, and Common Recreational Use Areas. (Revised 30 May 2009)
 - A. The first Board of Trustees shall initially consist of **FRANK D. BALDWIN, FLORENCE A. BALDWIN, MICHAEL BRADSHER AND SHARON BRADSHER**, and serve until the second Saturday in June, 1996.
 - B. Thereafter each member of the Board of Trustees shall serve for a term of three (3) years and until his successor shall have been elected and qualified and be elected from among the lot owners.

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- C. In the event any of the trustees shall die or decline to act or become incompetent to act for any reason, then the remaining trustees shall appoint a successor or successors.
- D. A community meeting shall be held on an annual basis for all residents, lot owners, trustees, and developers. The purpose is to discuss all airpark business properly before the lot owners and to conduct trustee elections as needed. Said meetings shall be at a convenient place as designated by the existing board of trustees and a minimum of a ten (10) day notice given for each meeting. Notices will be issued by postal mail or by email to all airpark members. (Revised 04 May 2026)
- E. A special meeting of the lot owners may be called by the trustees upon their own motion or upon petition of five (5) lot owners in the subdivision.
- F. In all voting, whether for the election of trustees, or for any other purpose whatsoever, each lot shall represent one (1) vote. A lot owner that abstains from voting, is not voting at all – it does not count as a yes or a no vote. A lot owner giving a proxy vote must give it to one of the trustees, or a lot owner with a copy to the trustees, in writing prior to said voting deadline.

The trustees shall report voting results to all lot owners in writing (via email or postal mail) within two (2) weeks after each election, to include:

- How many total votes were cast for each individual issue.
- How many lots voted yes for each individual issue.
- How many lots voted no for each individual issue.
- How many lots voted by proxy – per each individual issue.
- How many lots did not vote, i.e. abstained.

Two (2) lot owners (who are not trustees or developers) must independently verify the ballots and voting results for each election as given to them by the trustees. (Revised 04 May 2026)

- G. The trustees shall have the power and authority to prevent, in their own names as trustees, violation of any express trust, any infringement, and compel the performance of any restriction. This provision is intended to be cumulative and not to restrict the right of any lot owner to proceed in his own behalf, but the power and authority herein granted to the trustees is intended to be discretionary and not mandatory.
- H. The trustees and their successors are hereby authorized, empowered and granted the right to make assessments upon and against the several lots in said subdivision for the purpose and at the rate herein after provided; and in the manner and subject to all these conditions hereinafter provided in the Paragraph and in Paragraph I.
 - 1) To make uniform assessments of not to exceed TWO HUNDRED FIFTY DOLLARS AND NO/100 (\$250.00) on each lot in any one (1) year, upon and against the several lots in said subdivision for the purpose of carrying out the general duties and powers of the trustees to defend and enforce restrictions, and

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for improvements and maintenance and upkeep of the streets, runways and common areas. Except each lot not sold by the Owners, shall not be assessed until such time as the lots are sold. Lots 4 and 5 shall be assessed as they are for the personal use of the Owners.

2) If, at any time, the trustees shall consider it necessary to make any expenditures requiring an assessment additional to the assessments above provided, they shall submit in writing to the owners of lots for approval an outline of the plan of the project contemplated, and the estimated amount required for completion of the same and the total assessment required. If such project and the assessment so stated shall be approved by written consent of the owners of Two-Thirds (2/3) or more lots in said subdivision, the trustees shall, in the manner hereinafter described in Paragraph 28, I. 2), notify all owners of lots in said subdivision of the additional assessments; the limit of TWO HUNDRED FIFTY DOLLARS AND NO/100 (\$250.00) a lot per year for general purposes as provided in Paragraph 28, H. 1) shall not apply to any assessment made under the provision of this Paragraph.

I. All assessments, either general or special, made by the trustees for the purpose hereinabove enumerated shall be made in the manner and subject to the following procedure, to-wit:

1) Except as otherwise provided, no assessment shall be made upon resolution adopted by a majority of the trustees at a meeting of the trustees which resolution shall be incorporated into, and made a part of, the minutes of said meeting. Minutes shall be kept of all trustees' meetings.

2) Notice of all assessments may be given by mail addressed to the last known or usual post office address of the holder of the legal title, or may be given by posting a brief notice of the assessment upon the lot itself. Service in any one of the said methods shall be sufficient.

3) Assessments shall be made on an improved lot basis, as the lots are shown on the recorded plat of said subdivision.

4) Every assessment shall become due and payable within thirty (30) days after notice is given as hereinabove provided. From and after the date when said assessments are due, it shall bear interest at the rate of fifteen percent (15%) per annum until paid, and such assessment and interest shall constitute a lien upon said lot and said lien shall continue in full force and effect until said amount is fully paid. Provided, however, that such lien shall never be prior to and shall always be subordinate to any deed of trust of record whether before or after, in point of time.

5) At any time after the passage of the resolution levying an assessment, and its entry in its minutes, the trustees may in addition, execute and acknowledge an instrument reciting the levy of the assessment with respect to any one or more lots, and cause same to be recorded in the Recorder's Office in the County of Lincoln, State of Missouri, and the trustees shall, upon payment, cancel or release any one or more lots from the liability for assessment, as shown by recorded instrument,

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by executing, acknowledging and recording, at the expense of the owner of the property affected, a release of such assessment with respect to any lot or lots affected, and the trustees shall cause to be noted from time to time in the minutes of its proceedings, the payments made on account of assessments.

6) All statutory laws and rights for enforcing and collecting general taxes in the State of Missouri, nor existing or which may hereinafter exist, are hereby referred to and made a part of this instrument for collection of the aforesaid assessments.

- J. The trustees may receive, hold, convey, dispose of the administer in trust for any purpose mentioned in this indenture, any gift, grant, conveyance, or donation of money or real personal property.
 - K. The trustees, in exercising the rights, powers, and privileges granted to them, and in discharging the duties imposed upon them by the provisions of this indenture, may from time to time enter into contracts, employ agents, servants, and labor as they may deem necessary, and employ counsel and institute and prosecute such suits as they deem necessary and advisable and defend suits brought against them individually or collectively, in their capability as trustees.
 - L. Nothing herein contained shall be construed to compel the trustees to make any payment to incur any liability in excess of the amount of which shall be in their hands as the result of assessments made against lot owners as herein provided.
 - M. The act or acts of any two (2) of the trustees shall, for the purpose of this indenture, have the same force and effect as if all trustees performed such act or acts.
29. These restrictions may be changed, modified or amended at any time in the future by written covenant signed and executed by the owners of Two-Thirds (2/3) of the lots voting in an election.* The said covenant to become effective only upon recording same in the office of the Recorder of Deeds of Lincoln County, Missouri. Such covenant will not require the signature of any holder of a mortgage, deed of trust, or other lien against the respective lots or the improvements thereon. (Revised (04 May 2026)
- * This sentence modifies, amends, and supersedes the original 2/3 of the lot owners... in the original CC&Rs Paragraph 29 dated 1/23/1993. It clarifies the requirement of 2/3 of the lot owners who are voting in an election, not meaning the number of lots in the airpark. The remainder of the original Paragraph 29 shall remain the same.
30. Troy Airpark reserves the right to establish traffic and safety rules for handling ground and air traffic. This includes the use of streets and taxiways by aircraft and other vehicles. Parking of airplanes and other vehicles on streets and taxiways is prohibited. Disassembled aircraft must be kept in an enclosed hangar.
31. Pellet or B-B guns may be discharged on an individual's personal property while maintaining a safe environment. No firearms shall be discharged for recreation. Exceptions for discharging a firearm: may be discharged in the event of a situation that poses imminent danger to the lot owner or other people present. The lot owner assumes all responsibility for any damage. (Added 04 May 2026)

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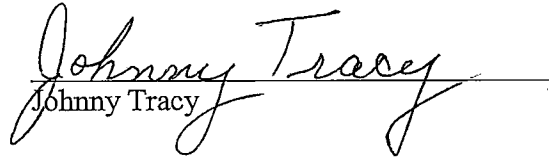
32. Recovery of Fees – Each of the covenants and restrictions in Troy Airpark shall be binding upon every owner or occupant. The trustees shall have the rights to recover from any lot owner violating any such covenant all costs and expenses incurred in procuring the enforcement thereof, including, but not by way of limitation, court costs, attorney's fees, and damages for any violation. (Added 04 May 2026)

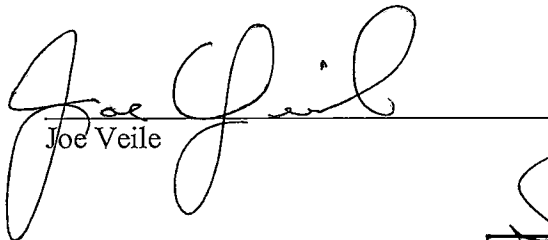
In witness whereof, the trustees of Troy Airpark incorporate the 04 May 2026 election results by members of Troy Airpark to the covenants, conditions, and restrictions.

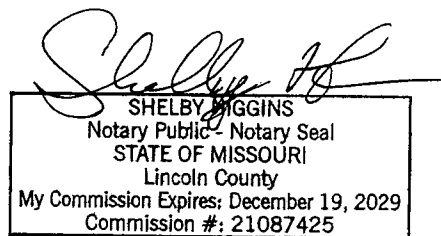

Dale Baldwin


Mike Bradsher


Patrick Donovan


Johnny Tracy


Joe Veile



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Appendix A - Lot Numbers and Owners

Lot	Last name	First name	Address
1	Bradsher	Mike & Sharon	201 Aero Dr, Troy, MO 63379
2	Jagust	Bill & Sharlene	211 Aero Dr, Troy, MO 63379
4	Baldwin	Frank	226 Aero Dr, Troy, MO 63379
5	Bradsher	Mike & Sharon	201 Aro Dr, Troy, MO 63379
6	Jacobson	Robert & Diana	248 Aero Dr, Troy, MO 63379
7	Jacobson	Diana	248 Aero Dr, Troy, MO 63379
8	Alexander	David & Carol	249 Westwind Ln, Troy, MO 63379
9	Fildes	Rob & Anne	237 Westwind Ln, Troy, MO 63379
10	Gessert	Rob	3222 Starkville St, St. Charles, MO 63301
11	Baldwin	Dale & Eileen	10 Stearman Ct, Trroy, MO 63379
12	Jentsch	Greg & Patti	20 Stearman Ct, Troy, MO 63379
14	Johnson	Brian & Carol	657 Lake View Bend Cir, Jefferson, GA 30549
15	Kileen	Mike & Diane	35 Moonlight Dr, Troy, MO 633798
16	Kileen	Mike & Diane	35 Moonlight Dr, Troy, MO 633798
17	Kileen	Mike & Diane	35 Moonlight Dr, Troy, MO 633798
18	Schneider	Justin & Jolene	45 Stearman Ct, Troy, MO 63379
19	Ragusa	Joe & Elizabeth	10828 Preservation Way, Baton Rouge, LA 70810
20	Glaser III	Don	15 Stearman Ct, Troy, MO 63379
21	Bradsher	Mike & Sharon	201 Aero Dr, Troy, MO 63379
22	Siefert	Brett	243 Wetwind Ln, Troy, MO 63379
23	Beachy	Gordon & Elaine	101 Cessna Dr, Troy, MO 63379
24	Atchley	Rob & Jamie	301 Bonanza Ct, Troy, MO 63379
25	Roser	John & Gloria	9 Ardenes Pl, Lake St. Louis, MO 63367
26	Tracy	John	331 Bonanza Ct, Troy, MO 63379
27	Tracy	John	331 Bonanza Ct, Troy, MO 63379
28	Tracy	John	331 Bonanza Ct, Troy, MO 63379
29	Veile	Joe & Kathy	300 Bonanza Ct, Troy, MO 63379
30	Talir	Bob & Nancy	411 Piper Dt, Troy, MO 63379
31	Donovan	Pat & Shirley	421 Piper Ct, Troy, MO 63379
32	Erfert	Grant & Tatyana	1825 North Bronson, Los Angeles, CA, 90028
33	Crader	Dave & Darlene	430 Piper Ct, Troy, MO 63379
34	Becker	Bill & Gloria	319 Schaper Rd, Foristell, MO 63348
35	Creason	Joe & Brenda	8 Harmony Grove Rd, Troy, MO 63379
36	Bradsher	Mike & Sharon	201 Aero Dr, Troy, MO 63379
37	Reaka	Dean & Joan	100 Cessna Dr, Troy, MO 63379
38	Fildes	Rob & Anne	237 Westwind Ln, Troy, MO 63379