

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
TROY AIRPARK 4 and TROY AIRPARK 5**

THIS DECLARATION is made this _____ day of _____ 2014.

WHEREAS, the undersigned
MICHAEL BRADSHER AND SHARON BRADSHER, Husband and Wife,
FRANK D. BALDWIN AND FLORENCE A. BALDWIN, Husband and Wife, *Trust*
ROBERT ATCHLEY AND JAMIE ATCHLEY, Husband and Wife,
WILLIAM BARNES AND SUSAN BARNES, Husband and Wife,
WILLIAM M. BECKER AND GLORIA J. BECKER TRUST,
DAVID CRADER AND DARLENE CRADER, Husband and Wife,
JOE CREASON AND BRENDA CREASON, Husband and Wife,
DAVID DOMEIER AND MARJORIE DOMEIER, Husband and Wife,
PATRICK DONOVAN AND SHIRLEY DONOVAN, Husband and Wife,
JOHN E. ROSER AND GLORIA H. ROSER, Husband and Wife,
ROBERT TALIR AND NANCY TALIR, Husband and Wife,
JOHNNY LEE TRACY AND MARY LYNN TRACY, Husband and Wife,
ROBERT J. MAY,

being all of the owners of the following described parcel of land in Lincoln County, Missouri.
SEE SCHEDULE "A" ATTACHED FOR DESCRIPTION OF TROY AIRPARK 4 and SCHEDULE
"B" ATTACHED FOR DESCRIPTION OF TROY AIRPARK 5.

WHEREAS, it is deemed in the best interest of all person who may become and are owners of any lots in this subdivision to have certain restrictions, reservations, limitations, conditions, easements and covenants created, imposed and placed of record relating to this property.

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 553 of the Lincoln County Records.

WHEREAS, the original owners/developers, Michael Bradsher and Sharon Bradsher, Husband and Wife and Frank D. Baldwin and Florence A. Baldwin, Husband and Wife reserved the right to use the streets and easements as shown on the recorded Plat to service additional developments and that any additional development shall be subject to the same restrictions and assessments as contained within the Declaration of Covenants, Conditions and Restrictions of **TROY AIRPARK**. It was the intent of the original owners/developers that **TROY AIRPARK** and any additional developments would be served by one set of trustees and the original Declaration of Covenants, Conditions and Restrictions and any subsequent amendments.

WHEREAS, a Declaration of Covenants, Conditions and Restrictions of **TROY AIRPARK 2**, and **3**, and Amended Declaration of Covenants, Conditions and Restrictions of **TROY AIRPARK** were recorded in Book 863, Page 103 of the Lincoln County Records, and as amended in Book 2101, Page 523 of the Lincoln County Records.

WHEREAS, a plat of **TROY AIRPARK 4** was recorded in Plat Book 11, Page 177, in the Lincoln County Plat Records and being more particularly described on Schedule "A" attached and incorporated by reference and

WHEREAS, the undersigned owners in **TROY AIRPARK 4** agree they are subject to the Declaration of Covenants, Conditions and Restrictions as recorded Book 725, Page 34 of the Lincoln County Records and as subsequently amended in Book 863, Page 103 of the Lincoln County Records and as amended in Book 2101, Page 523 of the Lincoln County Records and

WHEREAS, a plat of **TROY AIRPARK 5** was recorded in Plat Book 13, Page 54, in the Lincoln County Plat Records and being more particularly described on Schedule "B" attached and incorporated by reference and

WHEREAS, the undersigned owners in **TROY AIRPARK 5** agree they are subject to the Declaration of Covenants, Conditions and Restrictions as recorded in Book 725, Page 34 of the Lincoln County Records and as subsequently amended in Book 863, Page 103 of the Lincoln County Records, and subsequently amended in Book 2101, Page 523 of the Lincoln County Records and

WHEREAS, it is deemed in the best interest of all person who may become and are owners of any lots in **TROY AIRPARK 4** and **TROY AIRPARK 5** to place certain restrictions, reservations, limitations, conditions, easements and covenants created, imposed and placed of record relating to this property and

WHEREAS, the lot owners in **TROY AIRPARK 4** and **TROY AIRPARK 5** agree that **TROY AIRPARK** may be used as a collective term for all of the **TROY AIRPARKS** to include the following: **TROY AIRPARK**, **TROY AIRPARK 2**, **TROY AIRPARK 3**, **TROY AIRPARK 4** and **TROY AIRPARK 5** and

NOW THEREFORE, the owners 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 **TROY AIRPARK 4** and **TROY AIRPARK 5** 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 Plat of "**TROY AIRPARK 4 and TROY AIRPARK 5**" 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 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 Plats of "**TROY AIRPARK**" shall remain for the private use of the owners of lots in **TROY AIRPARK 4** and **TROY AIRPARK 5**; 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 original owners/developers (Mike Bradsher, Sharon Bradsher, Florence A. Baldwin and Frank D. Baldwin) reserved the right to use the streets and easements as shown on the recorded Plats to service additional development, any additional development shall be subject to the same restrictions and assessments as contained herein as per the Declaration of Covenants, Conditions and Restrictions of **TROY AIRPARK** as recorded in Book 725 Page 34 of the Lincoln County Records. This shall not be construed to mean owners shall make additional development. Purchasers of Lots acknowledge, "**TROY AIRPARK 4 and TROY AIRPARK 5**" is a fly in community, and the necessary airspace is reserved for the common use of the residents. Purchasers of lots acknowledge, "**TROY AIRPARK**" in its entirety is a fly in community. For "**TROY AIRPARK**" to cease operation as a fly in community would be 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 requires.

The original owners/developers retain and dedicate to the subsequent lot owners of **TROY AIRPARK 4** and **TROY AIRPARK 5** 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 all of the Recorded Plats 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 **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 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 original owners/developers retain and dedicate to the subsequent lot owners of **TROY AIRPARK 4 and TROY AIRPARK 5**, the Easements shown on the recorded Plats of **TROY AIRPARK**, thereof and easements designated "Easement for Common Recreational use" for the use and enjoyment of the lot owners of the entire **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 subdividing or 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 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.
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 hangers and unattached garages, must be approved Thirty (30) days prior to construction, by the trustees.
9. Any dwelling constructed upon a 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 or not less than Sixty (60) lineal feet.
 - (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 hangers shall be side or rear entry unless approved by trustees, Thirty (30) days prior to construction.

11. For the purposes of the covenants contained 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.

13. Plans contemplating approval shall be submitted to the trustees and by the trustees be rejected or accepted within Thirty (30) days. 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 person 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 a 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 grasses and weeds which may grow upon any lot shall be cut and trimmed by the owner of said lot at least Three (3) times per year. If this is not done, the trustees shall have the right to enter said lot and cut the grasses and weeds and an assessment of the cutting may be made and charged against the owner of said lot.
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 or any type shall be made to the original structure unless approved in writing by the trustees.
20. All fences constructed must be of new material; wood, milling, or chain link with new posts set in concrete; with the exception of rail fencing. All board fences shall be of the type with openings aggregating not less than Fifty percent (50%) of the fence. No fence will be constructed beyond the front of any dwelling; provided, however, the fence is of the front-yard ornamental type not reaching more than Twenty-four (24) inches in height.
21. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot; except household pets may be kept, provided, they are not kept, bred, or maintained for any commercial purpose. No dog, cat, or other household pet 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 a dog, cat, or other household pet from escaping.
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 garbage cans shall be permitted on the premises except garbage cans for household use may be temporarily placed at the curb during garbage pick-up days. Fire arms, pellet or B-B guns shall not be discharge in said subdivision.
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 initially consist of four (4) "trustees but will be amended to consist of five (5) in number and will be the governing body of **TROY AIRPARK** (to serve **TROY AIRPARK, TROY AIRPARK 2, TROY AIRPARK 3, TROY AIRPARK 4 and TROY AIRPARK 5**) and have the right to prepare and enforce all reasonable ruled 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.
 - (a) The first Board of Trustees consisted of Owners/Developers of **TROY AIRPARK, FRANK D. BALDWIN, FLORENCE A. BALDWIN, MICHAEL BRADSHER AND SHARON BRADSHER.**
 - (b) Thereafter each member of the Board of Trustees shall serve for a term of there (3) years and until his successor shall have been elected and qualified and be elected from among the lot owners.
 - (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 meeting of existing lot owners of **TROY AIRPARK** shall be held on the second Saturday in June, 2015, and on the second Saturday of June every three (3) years thereafter for the purpose of electing trustees and transacting any other business properly before the lot owners. Said meeting shall be at a convenient place within the subdivision as designated by the existing Board of Trustees, after first giving ten (10) days written notice by posting notices in the subdivision in five (5) places likely to be seen by the lot owners; provided, however, failure to give said notices shall not affect the meeting.
 - (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.
 - (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 (10) 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 for improvements and maintenance and upkeep of the streets, runways and common areas. Except each lot not sold by the original Owners/Developers (Michael Bradsher and Sharon Bradsher, Husband and Wife and Frank D. Baldwin and Florence A. Baldwin, Husband and Wife, 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 Developers/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 an 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, 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, now 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 three (3) 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 in said subdivision, subject, however, that Two-thirds (2/3) of the lots must be sold for this provision to be effective. 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.
30. The DEVELOPERS, Frank Baldwin and Florence Baldwin and Mike Bradsher and Sharon Bradsher, reserve 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. 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.
32. 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.
33. In the event Lot Owner commencing any type of construction project upon any lot in **TROY AIRPARK 4** or **TROY AIRPARK 5**, the following applies:
- 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. General Contractor shall receive certificate of liability insurance with a commercial auto endorsement that includes hire and non-hired from all subcontractors, and Lot Owner shall provide verification of the same to the Board of Trustees of **TROY AIRPARK**.

IN WITNESS WHEREOF, the owners have caused these covenants, conditions and restrictions to be signed on this _____ day of _____ 2014.

ROBERT ATCHLEY

JAMIE ATCHLEY

STATE OF MISSOURI) ss
COUNTY OF _____)

On this _____ day of _____ 2014, before me personally appeared ROBERT ATCHLEY, to be known to be the person described in and who executed the foregoing instrument and acknowledges that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF on the date first above written, I have hereunto set my hand and affixed my official seal in the County and State aforesaid.

Notary Public

STATE OF MISSOURI) ss
COUNTY OF _____)

On this _____ day of _____ 2014, before me personally appeared JAMIE ATCHLEY, to be known to be the person described in and who executed the foregoing instrument and acknowledges that she executed the same as her free act and deed.

IN TESTIMONY WHEREOF on the date first above written, I have hereunto set my hand and affixed my official seal in the County and State aforesaid.

Notary Public

WILLIAM BARNES

SUSAN BARNES

STATE OF MISSOURI) ss
COUNTY OF _____)

On this _____ day of _____ 2014 before me personally appeared WILLIAM BARNES, to be known to be the person described in and who executed the foregoing instrument and acknowledges that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF on the date first above written, I have hereunto set my hand and affixed my official seal in the County and State aforesaid.

Notary Public

STATE OF MISSOURI) ss
COUNTY OF _____)

On this _____ day of _____ 2014 before me personally appeared SUSAN BARNES, to be known to be the person described in and who executed the foregoing instrument and acknowledges that she executed the same as her free act and deed.

IN TESTIMONY WHEREOF on the date first above written, I have hereunto set my hand and affixed my official seal in the County and State aforesaid.

Notary Public

WILLIAM M. BECKER, TRUSTEE
OF THE WILLIAM M. BECKER
AND GLORIA J. BECKER TRUST

GLORIA J. BECKER , TRUSTEE
OF THE WILLIAM M. BECKER
AND GLORIA J. BECKER TRUST

STATE OF MISSOURI) ss
COUNTY OF _____)

On this _____ day of _____ 2014 before me personally appeared WILLIAM M. BECKER, TRUSTEE OF THE WILLIAM M. BECKER AND GLORIA J. BECKER TRUST, to be known to be the person described in and who executed the foregoing instrument and acknowledges that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF on the date first above written, I have hereunto set my hand and affixed my official seal in the County and State aforesaid.

Notary Public

STATE OF MISSOURI) ss
COUNTY OF _____)

On this _____ day of _____ 2014 before me personally appeared GLORIA J. BECKER, TRUSTEE OF THE WILLIAM M. BECKER AND GLORIA J. BECKER TRUST, be known to be the person described in and who executed the foregoing instrument and acknowledges that she executed the same as her free act and deed.

IN TESTIMONY WHEREOF on the date first above written, I have hereunto set my hand and affixed my official seal in the County and State aforesaid.

Notary Public

DAVID CRADER

DARLENE CRADER

STATE OF MISSOURI) ss
COUNTY OF _____)

On this _____ day of _____ 2014 before me personally appeared DAVID CRADER, to be known to be the person described in and who executed the foregoing instrument and acknowledges that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF on the date first above written, I have hereunto set my hand and affixed my official seal in the County and State aforesaid.

Notary Public

STATE OF MISSOURI) ss
COUNTY OF _____)

On this _____ day of _____ 2014 before me personally appeared DARLENE CRADER, to be known to be the person described in and who executed the foregoing instrument and acknowledges that she executed the same as her free act and deed.

IN TESTIMONY WHEREOF on the date first above written, I have hereunto set my hand and affixed my official seal in the County and State aforesaid.

Notary Public

JOE CREASON

BRENDA CREASON

STATE OF MISSOURI) ss
COUNTY OF _____)

On this _____ day of _____ 2014 before me personally appeared JOE CREASON, to be known to be the person described in and who executed the foregoing instrument and acknowledges that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF on the date first above written, I have hereunto set my hand and affixed my official seal in the County and State aforesaid.

Notary Public

STATE OF MISSOURI) ss
COUNTY OF _____)

On this _____ day of _____ 2014 before me personally appeared BRENDA CREASON, to be known to be the person described in and who executed the foregoing instrument and acknowledges that she executed the same as her free act and deed.

IN TESTIMONY WHEREOF on the date first above written, I have hereunto set my hand and affixed my official seal in the County and State aforesaid.

Notary Public

DAVID DOMEIER

MARJORIE DOMEIER

STATE OF MISSOURI) ss
COUNTY OF _____)

On this _____ day of _____ 2014 before me personally appeared DAVID DOMEIER, to be known to be the person described in and who executed the foregoing instrument and acknowledges that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF on the date first above written, I have hereunto set my hand and affixed my official seal in the County and State aforesaid.

Notary Public

STATE OF MISSOURI) ss
COUNTY OF _____)

On this _____ day of _____ 2014 before me personally appeared MARJORIE DOMEIER, to be known to be the person described in and who executed the foregoing instrument and acknowledges that she executed the same as her free act and deed.

IN TESTIMONY WHEREOF on the date first above written, I have hereunto set my hand and affixed my official seal in the County and State aforesaid.

Notary Public

PATRICK DONOVAN

SHIRLEY DONOVAN

STATE OF MISSOURI) ss
COUNTY OF _____)

On this _____ day of _____ 2014 before me personally appeared PATRICK DONOVAN to be known to be the person described in and who executed the foregoing instrument and acknowledges that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF on the date first above written, I have hereunto set my hand and affixed my official seal in the County and State aforesaid.

Notary Public

STATE OF MISSOURI) ss
COUNTY OF _____)

On this _____ day of _____ 2014 before me personally appeared SHIRLEY DONOVAN, to be known to be the person described in and who executed the foregoing instrument and acknowledges that she executed the same as her free act and deed.

IN TESTIMONY WHEREOF on the date first above written, I have hereunto set my hand and affixed my official seal in the County and State aforesaid.

Notary Public

ROBERT J. MAY

STATE OF MISSOURI) ss
COUNTY OF _____)

On this _____ day of _____ 2014 before me personally appeared ROBERT J. MAY, to be known to be the person described in and who executed the foregoing instrument and acknowledges that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF on the date first above written, I have hereunto set my hand and affixed my official seal in the County and State aforesaid.

Notary Public

JOHN E. ROSER

GLORIA H. ROSER

STATE OF MISSOURI) ss
COUNTY OF _____)

On this _____ day of _____ 2014 before me personally appeared JOHN E. ROSER, to be known to be the person described in and who executed the foregoing instrument and acknowledges that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF on the date first above written, I have hereunto set my hand and affixed my official seal in the County and State aforesaid.

Notary Public

STATE OF MISSOURI) ss
COUNTY OF _____)

On this _____ day of _____ 2014 before me personally appeared GLORIA H. ROSER, to be known to be the person described in and who executed the foregoing instrument and acknowledges that she executed the same as her free act and deed.

IN TESTIMONY WHEREOF on the date first above written, I have hereunto set my hand and affixed my official seal in the County and State aforesaid.

Notary Public

ROBERT TALIR

NANCY TALIR

STATE OF MISSOURI) ss
COUNTY OF _____)

On this _____ day of _____ 2014 before me personally appeared ROBERT TALIR , to be known to be the person described in and who executed the foregoing instrument and acknowledges that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF on the date first above written, I have hereunto set my hand and affixed my official seal in the County and State aforesaid.

Notary Public

STATE OF MISSOURI) ss
COUNTY OF _____)

On this _____ day of _____ 2014 before me personally appeared NANCY TALIR , to be known to be the person described in and who executed the foregoing instrument and acknowledges that she executed the same as her free act and deed.

IN TESTIMONY WHEREOF on the date first above written, I have hereunto set my hand and affixed my official seal in the County and State aforesaid.

Notary Public

JOHNNY LEE TRACY

MARY LYNN TRACY

STATE OF MISSOURI) ss
COUNTY OF _____)

On this _____ day of _____ 2014 before me personally appeared JOHNNY LEE TRACY , to be known to be the person described in and who executed the foregoing instrument and acknowledges that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF on the date first above written, I have hereunto set my hand and affixed my official seal in the County and State aforesaid.

Notary Public

STATE OF MISSOURI) ss
COUNTY OF _____)

On this _____ day of _____ 2014 before me personally appeared MARY LYNN TRACY , to be known to be the person described in and who executed the foregoing instrument and acknowledges that she executed the same as her free act and deed.

IN TESTIMONY WHEREOF on the date first above written, I have hereunto set my hand and affixed my official seal in the County and State aforesaid.

Notary Public

SCHEDULE A
TROY AIRPARK 4 AS RECORDED IN PLAT BOOK 11 PAGE 177
OF LINCOLN COUNTY PLAT RECORDS

A 4.000 ACRE TRACT OF LAND WITHIN PART OF SECTION 4, TOWNSHIP 49 NORTH, RANGE 1 WEST OF THE 5TH P.M. AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 3 OF "TROY AIRPARK 6" THENCE N 87° 02' 29" E 375.00 FT. TO A POINT; THENCE S 16 ° 31' 40" E 428.88 FT. TO A POINT; THENCE S 87° 09' 18" W 461.84 FT. TO A POINT; THENCE N 04° 51' 24" W 416.36 FT. TO THE POINT OF THE BEGINNING. ALL AS SHOWN ON A PLAT BY FITCH AND ASSOC.

SCHEDULE B
TROY AIRPARK 5 AS RECORDED IN PLAT BOOK 13 PAGE 54
OF LINCOLN COUNTY PLAT RECORDS

A 39.321 ACRE TRACT OF LAND WITHIN PART OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 4 AND PART OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 5, TOWNSHIP 49 NORTH, RANGE 1 WEST OF THE 5TH P.M. AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE WEST $\frac{1}{4}$ CORNER OF SECTION 4 THENCE S $87^{\circ} 28' 23''$ W 165.57 FT. TO A POINT; THENCE N $02^{\circ} 41' 18''$ W 1342.41 FT. TO A POINT; THENCE N $87^{\circ} 05' 28''$ E 358.32 FT. TO A POINT; THENCE N $87^{\circ} 08' 18''$ E 461.98 FT TO A POINT; THENCE S $20^{\circ} 24' 50''$ E 12.54 FT. TO A POINT' THENCE N $86^{\circ} 13' 28''$ E 446.80 FT. TO A POINT; THENCE S $04^{\circ} 07' 05''$ E 1292.29 FT. TO A POINT' THENCE S $84^{\circ} 46' 48''$ W 1138.61 FT. TO THE POINT OF BEGINNING. ALL AS SHOWN ON A PLAT BY FITCH AND ASSOC.