

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF
"TROY AIRPARK"

IN THE COUNTY OF LINCOLN, STATE OF MISSOURI

WHEREAS, the undersigned, FRANK D. BALDWIN AND FLORENCE A. BALDWIN, HIS WIFE, AND MICHAEL BRADSHER AND SHARON BRADSHER, HIS WIFE, owners of the following described parcel of land, a subdivision in Lincoln County, Missouri.

(SEE SCHEDULE "A" ATTACHED FOR DESCRIPTION)

WHEREAS, it is deemed in the best interest of all persons 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.

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 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 Plat 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 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 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.

*vertical
horizontal*

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.
- 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 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 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 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 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 of 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 discharged 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 consist of four (4) 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.
 - (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.
 - (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 shall be held on the second Saturday in June, 1993, 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 (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 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, 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.

- 44
- (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 in said subdivision, subject, however, that Two-Thirds (2/3) of the lots must be sold for this provision to be effective. Until such time when Two-Thirds (2/3) lots are sold, changes in restriction will require a unanimous vote of all present lot owners. 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 owners, **FRANK D. BALDWIN, FLORENCE A. BALDWIN, MICHAEL 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.

IN WITNESS WHEREOF, the owners have caused these covenants, conditions and restrictions to be signed on this 23rd day of November, 1993.

Frank D. Baldwin
FRANK D. BALDWIN

Florence A. Baldwin
FLORENCE A. BALDWIN

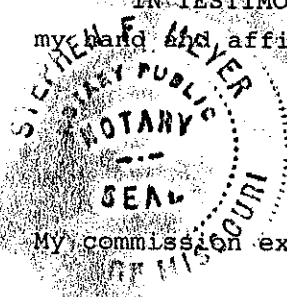
Michael Bradsher
MICHAEL BRADSHER

Sharon Bradsher
SHARON BRADSHER

STATE OF MISSOURI)
) SS
COUNTY OF LINCOLN)

On this 23rd day of November, 1993, before me personally appeared FRANK D. BALDWIN AND FLORENCE A. BALDWIN, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their 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.



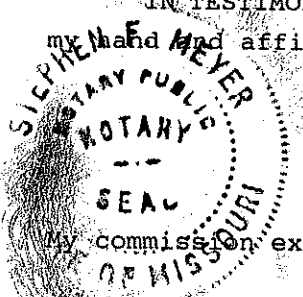
Stephen F. Meyer
Notary Public

**STEPHEN F. MEYER
LINCOLN COUNTY
STATE OF MISSOURI
MY COMMISSION EXPIRES 11/21/96**

My commission expires:
STATE OF MISSOURI)
) SS
COUNTY OF LINCOLN)

On this 23rd day of November, 1993, before me personally appeared MICHAEL BRADSHER AND SHARON BRADSHER, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their 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.

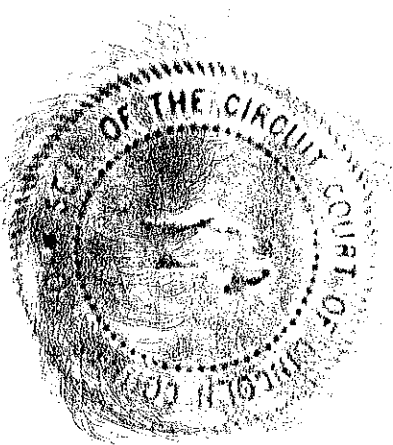


Stephen F. Meyer
Notary Public

**STEPHEN F. MEYER
LINCOLN COUNTY
STATE OF MISSOURI
MY COMMISSION EXPIRES 11/21/96**

A 39.27 TRACT OF LAND WITHIN PART OF THE NORTHEAST 1/4 OF SECTION 5 AND PART OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 49 NORTH, RANGE 1 WEST OF THE 5TH P.M. AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 5; THENCE NORTH 00 DEGREES 32 MINUTES, 18 SECONDS EAST, 1343.44 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE NORTH 00 DEGREES 32 MINUTES 18 SECONDS EAST, 645.75 FEET TO A POINT; THENCE SOUTH 89 DEGREES 45 MINUTES 50 SECONDS EAST, 666.09 FEET TO A POINT; THENCE NORTH 00 DEGREES 28 MINUTES 40 SECONDS, EAST, 218.46 FEET TO A POINT; THENCE SOUTH 86 DEGREES 26 MINUTES 50 SECONDS EAST, 944.09 FEET TO A POINT; THENCE SOUTH 02 DEGREES 59 MINUTES 50 SECONDS WEST, 62.02 FEET TO A POINT; THENCE SOUTH 87 DEGREES 02 MINUTES 30 SECONDS EAST, 1047.70 FEET TO A POINT; THENCE SOUTH 02 DEGREES 58 MINUTES 10 SECONDS WEST, 415.38 FEET TO A POINT; THENCE NORTH 87 DEGREES 02 MINUTES 30 SECONDS WEST, 1047.70 FEET TO A POINT; THENCE SOUTH 01 DEGREES 06 MINUTES 10 SECONDS WEST, 416.36 FEET TO A POINT; THENCE NORTH 86 DEGREES 59 MINUTES 56 SECONDS WEST 918.54 FEET TO A POINT; THENCE NORTH 86 DEGREES 23 MINUTES 27 SECONDS WEST, 667.51 FEET TO THE POINT OF THE BEGINNING. ALL AS SHOWN ON A PLAT BY FITCH AND ASSOCIATES.



STATE OF MISSOURI
County of Lincoln
FILED FOR RECORD

NOV 24 1993

At 8 o'clock 50 Minutes A.M.

MELBA HOUSTON, Recorder
1945.00

STATE OF MISSOURI

County of Lincoln

I hereby certify that this instrument was
FILED FOR RECORD on 11-24 1993
at 8 o'clock 50 min A M. and is
recorded in Book 725 Page 34.

MELBA HOUSTON
Recorder of Deeds

By Melba Houston