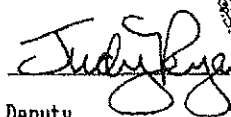



State of Missouri, County of Lincoln
Recorded in Book 2101 Page(s): 0523 - 0553
08/12/2009 1:48PM Fees \$114.00
DOTTIE D. CRENSHAW, RECORDER OF DEEDS


Deputy



**SECOND AMENDED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF TROY AIRPARK, TROY AIRPARK 2, TROY AIRPARK 3,
TROY AIRPARK 4 and TROY AIRPARK 5**

THIS DECLARATION is made this 30th day of MAY 2009.

WHEREAS, the undersigned
DAVE ALEXANDER and SHERRI ALEXANDER, his wife;
ROBB ATCHLEY and JAMIE ATCHLEY, his wife;
FRANK D. BALDWIN and FLORENCE A BALDWIN, his wife;
DALE BALDWIN and EILEEN BALDWIN, his wife;
SUSAN BALDWIN, a single person;
WILLIAM BECKER and GLORIA BECKER, his wife;
THOMAS BLOWERS and ELIZABETH BLOWERS, his wife;
MICHAEL BRADSHER and SHARON BRADSHER, his wife;
DAVID CRADER and DARLENE CRADER, his wife;
JOSEPH CREASON and BRENDA CREASON, his wife;
GALE DEROSIER and KAREN DEROSIER, his wife;
DAVID DOMEIER and MARGIE DOMEIER, his wife;
PATRICK DONOVAN and SHIRLEY DONOVAN, his wife;
CHARLES F. EUBANKS and MARY S. EUBANKS, his wife;
ROBB GESSERT, A single person;
TIMOTHY HAAKE and KATHY HAAKE, his wife;
WILLIAM HARTMAN and JARONDA CHERIE, single persons;
VICTOR HENRIKSON and DIANNE HENRIKSON, single persons;
BILL COURTNEY and JOYCE COURTNEY, his wife;
ROBERT A. JACOBSON and DIANA M. JACOBSON, his wife;
WILLIAM JAGUST and SHARLENE JAGUST, his wife;
BRIAN JOHNSON and CAROL JOHNSON, his wife;
RICK JUNKIN, a single person;
ROBERT MAY and DIANNE MAY, his wife;
DEAN REAKA and JOAN REAKA, his wife;
JOHN ROSER and GLORJA ROSER, his wife;
ROBERT TALIR and NANCY TALIR, his wife;
JOHN TRACY and LYNN TRACY, his wife;

GREGORY WILSON and LORIE WILSON, his wife,

(SEE SCHEDULE "A" ATTACHED FOR NAMES AND LOT NUMBERS)

being all of the owners of lots of the following described parcels of land in Lincoln County, Missouri.

(SEE SCHEDULE "B" ATTACHED FOR DESCRIPTION)

WHEREAS, it is deemed in the best interest of all persons who may become and are owners of any lots in Troy Airpark, Troy Airpark 2, Troy Airpark 3, Troy Airpark 4 and Troy Airpark 5, hereinafter collectively referred to as "TROY AIRPARK", to have certain restrictions, reservations, limitations, conditions, easements and covenants created, imposed and placed of record relating to the property; and

WHEREAS, it is deemed in the best interest of all of the Lot Owners of TROY AIRPARK to amend existing restrictions on TROY AIRPARK; and

WHEREAS, TROY AIRPARK is a fly-in community and Lot Owners utilize the streets as runway side transitional surface, the intent of this Second Amendment is to maintain the transitional runway surface in good condition without breakage or potholes; and

WHEREAS, in March 2009 the Lot Owners of TROY AIRPARK were presented with proposed written amendments to the Declaration of Covenants, Conditions and Restrictions of Troy Airpark, Troy Airpark 2, Troy Airpark 3, Troy Airpark 4 and Troy Airpark 5, recorded in Book 725, Page 34 and amended in Book 863, Page 103 of the Records of Lincoln County, Missouri; and

WHEREAS, as such amendment requires two-thirds of the total Lot Owners to sign and execute such an amendment.

NOW THEREFORE, the following amendment is hereby made to the Declaration of Covenants, Conditions and Restrictions of Troy Airpark, Troy Airpark 2, Troy Airpark 3, Troy Airpark 4 and Troy Airpark 5, recorded in Book 725, Page 34 and amended in Book 863, Page 103 of the Records of Lincoln County, Missouri

1. 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.

2. 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.

3. In the event Lot Owner commencing any type of construction project upon any lot in TROY AIRPARK, 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

4. Paragraph 28 shall be amended to create an additional member of the Board of Trustees which will now consist of five in number. The remainder of Paragraph 28 and all subparts shall remain the same.

All other covenants, conditions and restrictions not amended by this document shall remain in full force and effect.

IN WITNESS WHEREOF, Grantors have caused this Second Amended Declaration of Covenants, Conditions and Restrictions of Troy Airpark, Troy Airpark 2, Troy Airpark 3, Troy Airpark 4 and Troy Airpark 5 to be signed this 30th day of May 2009.