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Callaway County, State of Missouri
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TITLE OF DOCUMENT: Second Amendment of Declaration of Covenants and Restrictions of Master Key Home Place Subdivision No. 1

Date of Document: February 1, 2010

Grantor: Master Key Place I, LLC

Grantee: William Williams. Etal.

Mailing Address:

Legal Description: See Legal Description on Page 1

Reference:

SECOND AMENDMENT OF DECLARATION OF COVENANTS AND RESTRICTIONS OF MASTER KEY HOME PLACE SUBDIVISION NO. 1

This Second Amendment of Declaration of Covenants and Restrictions of Master Key Home Place Subdivision No. 1 is made and entered into this Landay of Landay, 20 h by Master Key Place I, LLC, a Missouri limited liability corporation (Grantor) and William Williams and Bonnie Williams, husband and wife, Terry J. Tobias and Corine L. Tobias, husband and wife, Michael Teel and Michelle Teel, husband and wife, Carl Uptergrove and Verlin Uptergrove, husband and wife, Chad D. Salmons and Jennifer A. Wyman, husband and wife, Mitchell D. Avery and Lori C. Avery, husband and wife, Houseworth Homes, LLC, K. K. Starmer and Mikki G. Starmer, husband and wife, Julie Houseworth and Barton Houseworth, wife and husband, Master Key Place I LLC, Alex B. Salmons, a single person, Gene Vaughn and Julie Vaughn, husband and wife, collectively being at least two-thirds of the owners of lots in Master Key Home Place Subdivision No. 1, a subdivision located in Section 33, Township 47, Range 9, Callaway County, Missouri (Grantee).

WHEREAS Master Key Place I, LLC has previously made and entered into a Declaration of Covenants and Restrictions of Master Key Home Place Subdivision No. 1;

AND WHEREAS, Master Key Place I, LLC has previously made and entered into a First Amendment of Declaration of Covenants and Restrictions of Master Key Home Place Subdivision No. 1;

AND WHEREAS, Article V(A), Section 5 of the Declaration of Covenants and Restrictions of Master Key Home Place Subdivision No. 1 permits the amendment of the Declaration of Covenants and Restrictions of Master Key Home Place Subdivision No. 1;

AND WHEREAS this Second Amendment of Declaration of Covenants and Restrictions of Master Key Home Place Subdivision No. 1 has been approved in accordance with Article V, Section 5 of the Declaration of Covenants and Restrictions of Master Key Home Place Subdivision No. 1;

NOW, THEREFORE, Grantor and Grantee make their Second Amendment to the Declaration of Covenants and Restrictions of Master Key Home Place Subdivision No. 1, as follows:

1. The Declaration of Covenants and Restrictions of Master Key Home Place Subdivision No. 1, as amended by First Amendment of Declaration of Covenants and Restrictions of Master Key Home Place Subdivision No. 1, and as amended by Second Amendment of Declaration of Covenants and Restrictions of Master Key Home Place Subdivision No. 1, shall apply to the real property described in the Declaration of Covenants and Restrictions of Master Key Home Place Subdivision No. 1 and to each additional tract of real property that may hereinafter be made subject to the Covenants and Restrictions of Master Key Home Place Subdivision No. 1, as amended by the First Amendment of Declaration of Covenants and Restrictions of Master Key Home Place

Subdivision No. 1 and as amended by Second Amendment of Declaration of Covenants and Restrictions of Master Key Home Place Subdivision No. 1 provided, however, that the application of said Covenants and Restrictions of Master Key Home Place Subdivision No. 1, as amended by the First Amendment of Declaration of Covenants and Restrictions of Master Key Home Place Subdivision No. 1 and as amended by Second Amendment of Declaration of Covenants and Restrictions of Master Key Home Place Subdivision No. 1 is limited to only such additional tract(s) of real property as determined by Master Key Place I, LLC.

- 2. Article III, Section 1.C. as contained in the Declaration of Covenants and Restrictions of Master Key Home Place Subdivision No. 1 is deleted and replaced by a new Section 1.C, in words and phrases as follows:
 - C. <u>Fences</u>. It is the intention of these restrictions that no fences, other than ornamental fences, shall be erected or maintained within eighty (80) feet of the road. No woven wire fences, barbed wire fences, fences of cattle panels or similar materials, or other fences strictly of a utilitarian nature shall be constructed or allowed on any lot.
- 3. Article III, Section 1.E. as contained in the Declaration of Covenants and Restrictions of Master Key Home Place Subdivision No. 1 is deleted and replaced by a new Section 1.E, in words and phrases as follows:
 - E. <u>Livestock/Pets</u>. No livestock shall be kept or maintained on any lot. All animals shall be restricted to those that do not become a nuisance by odor, noise, vicious propensities, damage to trees and shrubs, or other means. No lot may have more than two dogs and two cats at any one time, excepting litters which must be removed from the property on or before the age of four (4) months.
- 4. Article III, Section 1.G. as contained in the Declaration of Covenants and Restrictions of Master Key Home Place Subdivision No. 1 and as amended and contained in First Amendment of Declaration of Covenants and Restrictions of Master Key Home Place Subdivision No. 1 is deleted and replaced by a new Section 1.G, in words and phrases as follows:
 - G. <u>Structures</u>. No mobile home or similar trailer may be kept or maintained on any lot. No other type of temporary structure may be erected or brought onto any lot. No basement home (roofed over basement) may be erected or permitted on any lot. No structure of temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently.

As stated in Article III, sub-paragraph A of Section 1 of the Declaration of Covenants and Restrictions of Master Key Home Place Subdivision No. 1, any residence constructed on any lot shall be a single family residence, and there shall be

no more than one single family residence on each lot. Any residence consisting of a single level shall contain not less than one thousand four hundred (1,400) square feet of enclosed floor area. Any residence consisting of one and one-half levels above ground level shall contain not less than one thousand six hundred (1,600) square feet of enclosed floor area within the one and one-half levels. Any residence consisting of two levels above ground level shall contain not less than one thousand eight hundred (1,800) square feet of enclosed floor area within the two levels. Enclosed floor area shall mean and include areas of the residence enclosed and finished for year-round occupancy. Enclosed floor area does not include areas such as basements, garages, carports, porches, or attics. No residential structures or outbuildings may be constructed or maintained within seventy-five (75) feet from the center line of the road located in the subdivision or within fifty (50) feet of the back or side boundary lines of any lot.

Prior to construction of a residence on a lot, the lot owner shall submit the construction plans of the residence, including samples of exterior material and color scheme, to an architectural committee consisting of two members of the Master Key Place Homeowners Association. Construction of the residence shall begin only after the homeowner has received a written building permit from the Master Key Place Homeowners Association, or its designee. The exterior of any residence located on a lot shall not exceed 70% (by running foot) of horizontal vinyl siding; and, no EIFS surface material shall be used on the exterior of any residence located on any lot. The exterior walls of residences located on the lots shall be finished to within one foot of ground profile; all fireplace chases are to be completed to not greater than five feet from ground level; roofs are to be a minimum of 6:12 pitch as to the main roof and a minimum of 4:12 pitch as to a porch roof; and, driveways shall include a minimum of twenty-five feet paved surface measured from the garage door entrance.

All residences shall be constructed in compliance with the International Residential Code for One and Two-Family Dwellings, as currently existing, or as hereafter amended. In order to ensure compliance with the International Residential Code of One and Two-Family Dwellings, construction shall be inspected by Master Key Place I, LLC, or its designee and Owner agrees that Master Key Place I, LLC, or its designee may enter the lot and the residence constructed thereon for the purposes of inspection. Prior to occupation of the residence constructed on the lot, Owner shall obtain from Master Key Place I, LLC, or its designee, a letter of compliance and occupation permit.

Any outbuilding constructed on any lot shall be designed and constructed to be in keeping with the design of the residence located on the lot and shall be of a permanent material, design, and nature, provided that an outbuilding of a prefabricated material, design, and nature may be permitted upon the prior written approval of the Architectural Committee consisting of two members of Master Key

Place Homeowners Association.

- 5. Article III, Section 1.L. as contained in the Declaration of Covenants and Restrictions of Master Key Home Place Subdivision No. 1 is deleted and replaced by a new Section 1.L, in words and phrases as follows:
 - L. <u>Uncompleted Structures</u>. No residence shall be permitted to stand with its exterior in an unfinished condition for longer than twelve (12) months after the issuance of a written building permit from Master Key Place Homeowners Association, or its designee. In the event of fire, windstorm or other damage, no building shall be permitted to remain in a damaged condition longer than four (4) months.

Master Key Place I, LLC
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W. Louis Williams, Member
for a Villean
William Williams
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Bonnie Williams
Terry J. Tobias ?
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Lori C. Avery
Houseworth Homes, LLC
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Karl K. Starmer
Milli & Starmer
Mikki G. Starmer
Julie Houseworth
Julie Houseworth
Bath Houseworts
Barton Houseworth
Alex B. Salmons
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Gene Vaughn
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	STATE OF <u>IL</u> .
	COUNTY OF POLY () ss
~	On this day of ONIGIW, 2010, personally appeared before me W. Louis Williams, Member, Master Key Place I, LLC, to me known to be the person described in and who executed the foregoing instrument on behalf of Master Key Place I, LLC, and acknowledged that he executed the same as the free act and deed of Master Key Place I, LLC. In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in DOY O, the day and year first above written.
?	OFFICIAL SEAL BRITTANY D. BERAN PROJECT STATE OF ILLINOIS SECRET EXPIRES 8-6-2012
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	STATE OF THINDIS
	COUNTY OF POOR) ss
	On this day of <u>MMMM</u> , 2010, personally appeared before me William Williams and Bonnie Williams, husband and 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, I have hereunto set my hand and affixed my official seal at my office in Plixin, the day and year first above written.
	OFFICIAL SEAL BRITTANY D. BERAN NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES 8-6-2012 STATE OF
	COUNTY OF Callaway) ss
	On this 22 day of , 20\o, personally appeared before me Terry J. Tobias and Corine L. Tobias, husband and 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, I have hereunto set my hand and affixed my official seal at my office in Lulton, Missouri, the day and year first above written.

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STATE OF MISSOURI)		
STATE OF <u>Missouri</u> COUNTY OF <u>Callaway</u>) ss)		
On this <u>A8</u> day of and Michelle Teel, husband and we the foregoing instrument, and ack. In Testimony Whereof, I have the foregoing in the stimony was a substant.	nowledged that they ex nowledged that they ex nave hereunto set my ha	the persons described in a kecuted the same as their t and and affixed my officia	and who executed
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STATE OF Missourie COUNTY OF Callaury)	•	#09491927 A
COUNTY OF Callaway) ss)		All OL WIS
On this 18 day of and Verlin Uptergrove, husband executed the foregoing instrument and deed.	and wife, to me know it, and acknowledged fl	n to be the persons descr hat they executed the sam	ribed in and who e as their free act
In Testimony Whereof, I h	ave hereunto set my ha , the day and year fir	nd and affixed my official st above written.	l seal at my office
STATE OF MISSOURE COUNTY OF CAlleway	Notary Public)) ss)	ann Daul	STANN ON THE PROPERTY OF MISSOURIES
On this 18 day of Salmons and Jennifer A. Wyman, who executed the foregoing instruact and deed.	nuay, 20 10, husband and wife, to n	personally appeared bef ne known to be the person ged that they executed the	Fore me Shad D. s described in and
In Testimony Whereof, I h	ave hereunto set my ha , the day and year fir	nd and affixed my officia st above written.	l seal at my office
	Notary Public	an Douis	<u>-</u> :
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STATI	E OF Missouri TY OF Calloway))) ss		O CE	PUBLIC NOTARY SEAL #10543755
COUN	TY OF Calloway	→ 5)		Telling A	FOF MISSOURING
Borton O	On this 25 day of Member	of <u>Qa</u> , House	worth Homes LLC	0 \odor , personally C, to me known to b		
and w	ho executed the fore	going in	nstrument on be	half of Housew	orth Homes	LLC, and
ackiiov	vledged that he executed In Testimony Whereof,					
in <u>F</u>	elton, mo	, the	day and year firs	t above written.		
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STATE OF Missouri COUNTY OF Calloway)		
COUNTY OF Calloway) ss)		
On this <u>18</u> day of , 20 0, personally appeared before me Julie Houseworth and Barton Houseworth, wife and husband, 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 Julton, MO,	the day and year first above written. ANN DANIELLE PUBLIC NOTARY SEAL OF 10543755		
STATE OF Missourie COUNTY OF Callaguay.) SS		
On this 25 day of 2010, personally appeared before me Alex B. Salmons, a single person, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed. And the said Alex B. Salmons further declared himself to be single and unmarried. In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in Julian, mo, the day and year first above written.			
and Julie Vaughn, husband an	Notary Public		
same as their free and deed, In Testimony Whereof I seal at my office in Julian	have hereunto set my hand and affixed my official the day and year first above written.		
CALL COUNTY OF MISSOURI	Notary Public Notary ANN DALIGN NOTARY SEAL SEAL POSS43755 A POSS4375 A POSS43		

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