



No. 10981 Book M425 Page 971  
Callaway County, State of Missouri

R E C O R D E D

Mar 1, 2010 3:54 PM Fees \$51.00

*Kenneth Dillon*

Ken Dillon, Recorder  
of Deeds

Deputy

## COVER SHEET

**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 15 day of February, 2018 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. Fences. 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. Livestock/Pets. 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. Structures. 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.

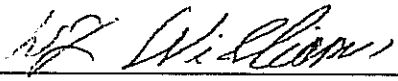
Any outbuilding constructed on any lot shall be designed and constructed to be in keeping with the design of the residence located on the lot and shall be of a permanent material, design, and nature, provided that an outbuilding of a prefabricated material, design, and nature may be permitted upon the 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. Uncompleted Structures. 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.

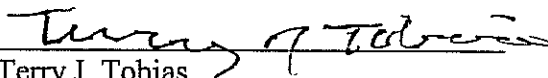
Master Key Place I, LLC

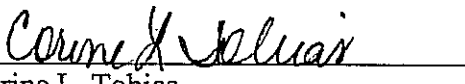
By: 

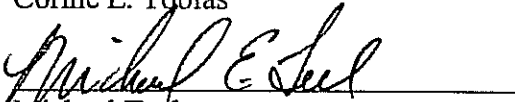
W. Louis Williams, Member

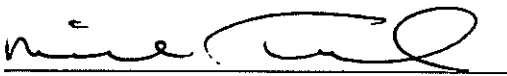
  
William Williams

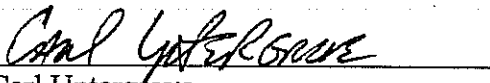
  
Bonnie Williams

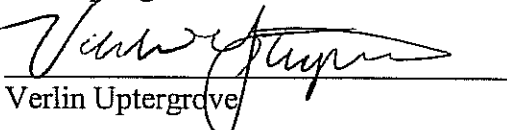
  
Terry J. Tobias

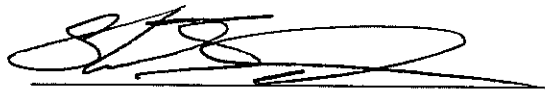
  
Corine L. Tobias

  
Michael Teel

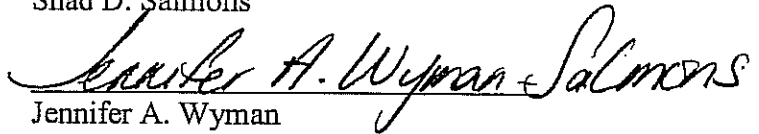
  
Michelle Teel

  
Carl Uptergrove

  
Verlin Uptergrove



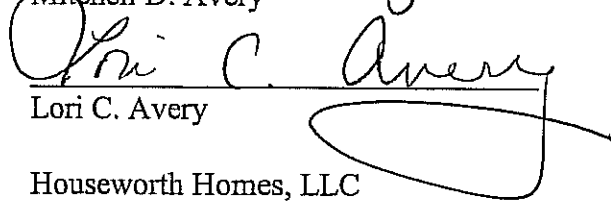
Shad D. Salmons



Jennifer A. Wyman




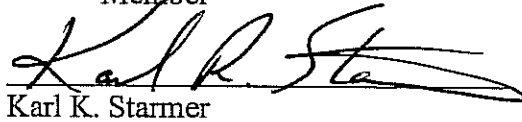
Mitchell D. Avery



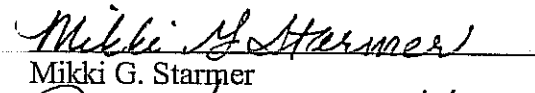
Lori C. Avery

Houseworth Homes, LLC

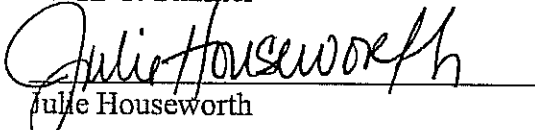
By:   
Member



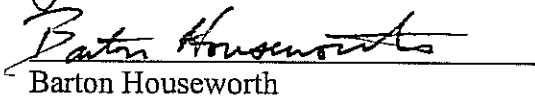
Karl K. Starmer



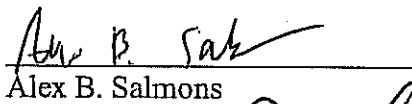
Mikki G. Starmer



Julie Houseworth



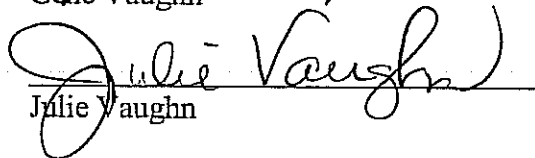
Barton Houseworth



Alex B. Salmons



Gene Vaughn

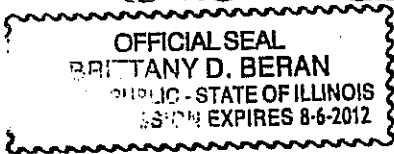


Julie Vaughn

STATE OF IL. )  
 ) ss  
COUNTY OF Peoria )

On this 4th day of January, 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 Peoria, Illinois the day and year first above written.



Brittany D. Beran  
Notary Public

STATE OF Illinois )  
 ) ss  
COUNTY OF Peoria )

On this 4th day of January, 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 Peoria, Illinois, the day and year first above written.



Brittany D. Beran  
Notary Public

STATE OF MISSOURI )  
 ) ss  
COUNTY OF Callaway )

On this 22 day of January, 2010, 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 Fulton, Missouri, the day and year first above written.



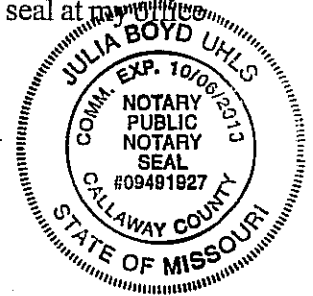
Patsy Ann Davis  
Notary Public

STATE OF Missouri )  
 ) ss  
COUNTY OF Callaway )

On this 28 day of Feb., 2010, personally appeared before me Michael Teel and Michelle Teel, 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 Fulton, Missouri the day and year first above written.

Swain Boyd  
Notary Public

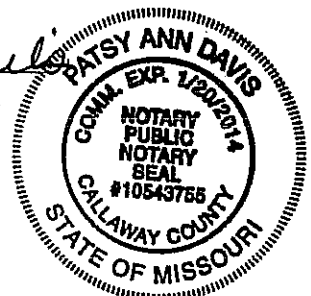


STATE OF Missouri )  
 ) ss  
COUNTY OF Callaway )

On this 28 day of January, 2010, personally appeared before me Carl Uptergrove and Verlin Uptergrove, 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 Fulton, MO. the day and year first above written.

Patsy Ann Davis  
Notary Public



STATE OF Missouri )  
 ) ss  
COUNTY OF Callaway )

On this 28 day of January, 2010, personally appeared before me Shad D. Salmons and Jennifer A. Wyman, 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 Fulton, MO. the day and year first above written.

Patsy Ann Davis  
Notary Public



\* KIN/A Jennifer A Salmons



STATE OF Missouri )  
COUNTY OF Callaway ) ss

On this 29 day of January, 2010, personally appeared before me Mitchell d. Avery and Lori C. Avery, 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 Fulton, Mo, the day and year first above written.

Patsy Ann Davis  
Notary Public



STATE OF Missouri )  
COUNTY OF Callaway ) ss

On this 26 day of January, 2010, personally appeared before me Barton O Houseworth Member, Houseworth Homes LLC, to me known to be the person described in and who executed the foregoing instrument on behalf of Houseworth Homes LLC, and acknowledged that he executed the same as the free act and deed of Houseworth Homes LLC.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in Fulton, Mo, the day and year first above written.

Patsy Ann Davis  
Notary Public



STATE OF Missouri )  
COUNTY OF Callaway ) ss

On this 26 day of January, 2010, personally appeared before me Karl K. Starmer and Mikki G. Starmer, 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 Fulton, Mo -, the day and year first above written.

Patsy Ann Davis  
Notary Public



STATE OF Missouri )  
 ) ss  
COUNTY OF Callaway )

On this 28 day of January, 2010, 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 Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in Fulton, MO, the day and year first above written.

Patsy Ann Davis  
Notary Public



STATE OF Missouri )  
 ) ss  
COUNTY OF Callaway )

On this 25 day of January, 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 Fulton, MO, the day and year first above written.

Patsy Ann Davis  
Notary Public



STATE OF MISSOURI ) 0  
 ) ss  
COUNTY OF CALLAWAY )

On this 8 day of January, 2010, personally appeared before me Tom Vaughn and Julie Vaughn, 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 and deed.

In Testimony Whereof I have hereunto set my hand and affixed my official seal at my office in Fulton MO the day and year first above written.

Patsy Ann Davis  
Notary Public

