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Callaway County, State of Missouri
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Kenneth Dillon

Kenneth Dillon,
Recorder of Deeds

Lana Taylor Deputy

Lana Taylor

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Title(s) of Document:

*Declarations of Conveyance and
Restrictions of Master Key HomePlace
Subdivision No. 1*

Date of Document:

July 26, 2005

Grantor(s):

*Master Key Flow I LLC
Bill Williams -*

Grantor's Address:

*4114 W. Tonglocks Ct.
Berio, Ill. 61615*

Grantee(s):

Master Key HomePlace Subdivision No. 1

Grantee's Address:

Full Legal Description is located on page:

Reference Book(s) and Page(s), if required:

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

This Declaration of Covenants and Restrictions is made and entered into this 26th day of July, 2005, by Master Key Place I, LLC, a Missouri limited liability corporation, being the sole owner of lots located in Master Key Home Place Subdivision No. 1, a subdivision located in Section 33, Township 47, Range 9, Callaway County, Missouri.

WHEREAS Master Key Place I, LLC has determined that it is in the best interest of the subdivision, the present owner of lots within the subdivision, and future owners of lots within the subdivision, to have covenants and restrictions for the subdivision to provide for the preservation of the values of the property within the subdivision,

NOW, THEREFORE, Master Key Place I, LLC declares that the real estate described in Article II, [and each additional tract of real property that may hereinafter be made subject to these Covenants and Restrictions] is and shall be held, transferred, sold, conveyed, and occupied subject to the followings covenants and restrictions.

ARTICLE I
DEFINITIONS

The following words when used in these Covenants and Restrictions shall have the following meaning:

- A. "The properties" shall mean and refer to the real property that is part of Master Key Home Place Plat No. 1, and all real property that is hereafter made subject to such Covenants and Restrictions.
- B. "Lot" shall mean and refer to any plot of land shown on the recorded plat of Master Key Home Place Subdivision No. 1, and any additional plats which are made subject to these Declarations and Restrictions.
- C. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot situated upon the properties, but, notwithstanding any applicable theory of mortgage law, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired fee simple title pursuant to foreclosure or conveyance in lieu of foreclosure.

ARTICLE II
PROPERTY SUBJECT TO THESE COVENANTS AND RESTRICTIONS

The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to these Covenants and Restrictions is located in Callaway County, Missouri, and is more

particularly shown in Plat Book 179 Page 179 of the records of Callaway County, Missouri. This tract of real property is referred to as the "existing property."

ARTICLE III
USE RESTRICTIONS

Section 1. General Provisions. All the property shall be subject to the following use restrictions:

A. Land Use: No lot shall be used for any purpose other than a single family residence with not more than one single family residence to be built thereon. A bona fide resident of said lot may use one room in said residence as a professional office from which business may be conducted provided, however, that such use requires the prior written consent of the Master Key Home Place Homeowner's Association.

B. Nuisances. No obnoxious or offensive activities shall be carried on upon any portion of the property, nor shall be anything be done thereon that may become a nuisance or annoyance to the neighborhood. No exterior lighting shall be directed outside the boundaries of a lot. No discharge of firearms is allowed.

C. Fences. It is the intention of these restrictions that no fences, other than ornamental fences, shall be erected or maintained within one hundred (100) 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.

D. Commercial Activities. No commercial activity of any kind may be conducted on any lot, provided, however, that a professional office may be permitted in accordance with Article III, Section 1(A) hereof.

E. Livestock. No livestock shall be kept or maintained on any lot, with the exception (i) that one horse may be kept and maintained on any lot so long as such lot is five acres or more in size and (ii) two horses may be kept and maintained on any lot so long as such lot is seven acres or more in size; provided, however, that horses maintained in accordance with this restriction must have appropriate boarding facilities to include as a minimum a completely enclosed barn, all-weather paths, panel fence, and all-weather permanent water facilities, which boarding facilities shall also be aesthetically pleasing to lot owners. 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.

F. Vehicles. No trucks or commercial vehicles over one ton, no boats or their trailers, no inoperative motor vehicles, and no house trailers or trailers of any other description shall be permitted to be parked or to be stored on any lot unless such is parked or stored beside or behind

a building on the lot so as not to be visible from the road, and in no situation shall such be parked on the road. No abandoned or junk vehicles may be left on any lot or on the road of the subdivision.

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 sub-paragraph A of Section 1, above, 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 six hundred (1,600) square feet of enclosed floor area. Any residence consisting of two levels above ground level shall contain not less than two thousand (2,000) 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 buildings may be constructed or maintained within one hundred (100) feet from the center line of the road located in the subdivision or within seventy-five (75) feet of the back or side boundary lines of any lot.

H. Signs. 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 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.

I. Incineration and Dumping of Rubbish. No burning or use of incinerators is allowed. No lot, or any part thereof, shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept, except in equipment for the storage or disposal of such material, which equipment shall be kept in a clean and sanitary condition.

J. Sewage Disposal. A sewage system will be installed to serve each lot. Such system shall be constructed and maintained in accordance with minimum standards as promulgated by Callaway County, Missouri, the Missouri Division of Health, the Missouri Clean Water Commission, and the Missouri Department of Natural Resources. No open drains or sewage lagoons shall be permitted. Each lot owner shall be required to install at such lot owner's expense a two compartment septic tank with a minimum capacity of 1500 gallons. Each lot owner shall connect and use such lot owner's sewer system and shall furnish and install the pump, sewer piping and electric utility service for the lot owner's sewer system and for connection with any central sewer system. The materials and installation shall be subject to inspection and approval of Master Key Place I, LLC.

K. Utility Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on recorded plats. Such easements shall include the right of ingress and egress for construction and maintenance purposes. Within these easements no structures, plantings or other material shall be placed or permitted to remain which may damage any structure installed in accordance with said easement, or interfere with the installation and maintenance of utilities, or which may change the direction of the flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the Owner of the lot, except for those improvements for which a public authority or a utility company is responsible.

L. Uncompleted Structures. No residence shall be permitted to stand with its exterior in an unfinished condition for longer than nine (9) months after commencement of construction. 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.

M. Hunting. No hunting, whether with firearms, bows, or otherwise, may be undertaken or conducted on any lot.

N. Trees. No live tree of a diameter of six inches or more at a height of six feet from the ground shall be cut down without the prior written approval of the Homeowners Association established by Master Key Place I, LLC.

ARTICLE IV
ROADS, LAKE, PARK, LANDSCAPING, AND SIGNAGE
ON HOME PLACE DRIVE

Section 1. Ownership of Road, Lake, and Park. The road shown on the Plat of this subdivision is dedicated to the use of the Owners. In addition, a park and lake located on adjoining property is also dedicated to the use of the Owners. The ownership of the road, lake, and park shall be conveyed to a Homeowner's Association established by Master Key Place I, LLC. The Owner of each lot shall be a member of such Homeowner's Association.

Section 2. Maintenance, Assessment, and Governance. The Homeowner's Association shall be responsible for the maintenance and upkeep of the road, lake, park, landscaping, improvements, and signage on Home Place Drive, and shall establish documentary provisions regarding the maintenance and upkeep of the road, lake, park, and landscaping and signage on Home Place Drive, including assessments therefor, as well as governance of such Association. Such documentary provisions are incorporated herein by reference.

ARTICLE V
GENERAL PROVISIONS

Section 1. Duration. These covenants and restrictions shall run with the land and shall inure to the benefit of, and be enforceable by, the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from this date, after which time said covenants and restrictions shall be automatically extended for a successive period of ten (10) years, unless an instrument signed by the then owners of the real property which is the subject of this Declaration has been recorded, agreeing to change said covenants and restrictions, in whole or in part.

Section 2. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as an Owner on the records of the Callaway County Recorder of Deeds at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation, recover damages, or to enforce a lien against a lot Owner. The failure of any owner to enforce any covenant or restriction herein contained will in no event be deemed a waiver of the right to do so thereafter. Any person intentionally violating this Declaration shall be liable for attorney's fees incurred by the person or persons obtaining enforcement hereof.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provision which shall remain in full force and effect.

Section 5. Amendment. The Declaration may be amended with the approval of two-thirds (2/3) of the vote of the owners of lots in the subdivision, voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all owners at least fourteen (14) days in advance and shall set forth the purpose of the meeting. Any amendments shall be signed by two-thirds (2/3) of the owners of the lots [certified by the officers of the Association] and recorded at least thirty (30) days in advance of the effective date of the amendment.

Master Key Place I, LLC

By: 
Member Bill Williams

STATE OF Missouri)
) ss
COUNTY OF Callaway)

On this 26 day of July, 2005, personally appeared before me Bill 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 Fulton, MO, the day and year first above written.

Sheri L. Herring
Notary Public

My Commission expires: _____



