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Draft 09/22/2022; Updated 11/30/2022

RECORDING MEMORANDUM

Instrument: Seventh Amendment to the By-Laws of Pinnacle Lake Estates Association, Inc.

Grantor: Pinnacle Lake Estates Association, Inc.
102 Skyline Drive South
New Florence, MO 63363

Grantee: Pinnacle Lake Estates Association, Inc.
102 Skyline Drive South
New Florence, MO 63363

Date: _____, 2023

Legal Description: See Exhibit A, herein enclosed and incorporated by reference

County: Montgomery County and Warren County, Missouri

Reference:	<u>Montgomery County:</u> Book 324, Page 637 Book 356, Page 365 Book 474, Page 179 Book 526, Page 265 Book 596, Page 071 Book 609, Page 397 Book 722, Page 521	<u>Warren County:</u> Book 496, Page 345 Book 672, Page 244 Book 1136, Page 277 Book 1281, Page 700 Document No. 200706560, Page 1 Document No. 200803157, Page 1 Document No. 201503783, Page 1
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Return To: Jaime Fraser Carr Law, LLC
10 Fenton Plz, #275
Fenton, MO 63026

This cover page is attached solely for the purpose of complying with the requirements stated in Sections 59.310.2 and 59.313.2, Mo. Rev. Stat. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached instrument. In the event of a conflict between the provisions of the attached instrument and the provisions of this cover page, the attached instrument shall control.

**SEVENTH AMENDMENT TO THE BY-LAWS OF
PINNACLE LAKE ESTATES ASSOCIATION, INC.**

THIS SEVENTH AMENDMENT is adopted this ____ day of _____, 2023 by Pinnacle Lake Estates Association, Inc., a Missouri nonprofit corporation (“Association”).

WHEREAS, Pinnacle Lake Estates (the “Subdivision”) is a planned community that exists pursuant to the “Restrictions to Pinnacle Lake Estates” recorded on or about September 11, 1964 at Book 205, Page 542 of the Montgomery County Records and Book 114, Page 245 of the Warren County Records, and all subsequent amendments and/or restatements recorded in the counties of Montgomery and Warren (collectively, the “Restrictions”); and

WHEREAS, said real property subjected to the Subdivision is more particularly described in Exhibit A of the Restrictions and is incorporated herein as **Exhibit A** for reference; and

WHEREAS, the Association is the Lot Owners association of the Community, organized in accordance with the Act and Restrictions, and administered pursuant to the following By-Laws: (1) By-laws recorded on September 21, 1990 in Book 324, page 637 of the Montgomery County Records and Book 496, Page 345 of the Warren County Records (“Initial By-Laws”); (2) Revision of By-Laws of Pinnacle Lake Estates Association recorded on September 27, 1994 in Book 356, Page 365 of the Montgomery County Records and on September 30, 1994 in Book 672, Page 244 of the Warren County Records (“First Amendment to the By-Laws”); (3) Revision of By-Laws of Pinnacle Lake Estates Association recorded in November of 2002 in Book 474, Page 179 of the Montgomery County Records and Book 1136, Page 277 of the Warren County Records (“Second Amendment to the By-Laws”); (4) Revisions of By-Laws of Pinnacle Lake Estates Association, Inc. recorded on October 4, 2004 in Book 526, Page 265 of the Montgomery County Records and Book 1281, Page 700 of the Warren County Records (“Third Amendment to the By-Laws”); (5) Revisions of By-Laws of Pinnacle Lake Estates Association, Inc. recorded on August 21, 2007 in Book 596, Page 071 of the Montgomery County Records and Document No. 200706560 of the Warren County Records (“Fourth Amendment to the By-Laws”); (6) Revisions of By-Laws of Pinnacle Lake Estates Association, Inc. recorded in May of 2008 in Book 609, Page 397 of the Montgomery County Records and Document No. 200803157 of the Warren County Records (“Fifth Amendment to the By-Laws”); and the (7) Revisions of By-Laws of Pinnacle Lake Estates Association, Inc. recorded on August 7, 2015 in Book 722, Page 521 of the Montgomery County Records and Document No. 201503783 of the Warren County Records (“Sixth Amendment to the By-Laws”) (Collectively, the “By-Laws”); and

WHEREAS, the Association may amend the By-Laws, pursuant to Article VIII, Section 1 of the By-Laws, by a majority vote of the “eligible Association members present” at a meeting duly called for such a purpose; and

WHEREAS, the Board desires to modernize the By-Laws procedures and conduct business more efficiently by amending and restating the By-Laws in its entirety, and such amendment is in the best interests of the Subdivision as a whole, as more particularly set forth herein below; and

NOW THEREFORE, by a majority vote of the Members in Good Standing present at a meeting of the Association on _____, 2023, the Association hereby amends and restates the By-Laws in their entirety to read as follows:

ARTICLE I – NAME AND PURPOSE OF ASSOCIATION

SECTION 1: The association name shall be known as “Pinnacle Lake Estates Association, Inc.”

SECTION 2: The purpose of the Association shall be:

a. To own, operate and maintain recreation areas, lake, beaches, roads, and other facilities in Pinnacle Lake Estates, which is more particularly described in Exhibit A attached hereto and incorporated herein, located in the counties of Warren and Montgomery, State of Missouri, for the benefit of its members.

b. To do all and everything necessary, suitable, useful, or proper for the accomplishment of any of the purposes of the Association.

c. To overall do anything permitted by law.

ARTICLE II – MEMBERSHIP

SECTION 1: PLE Member Definition: Members are defined as record Owners of a Lot in the Subdivision.

a. “Primary Lot” means the first Lot deeded, conveyed, sold or transferred to a Lot Owner prior to January 1, 2022 AND any Lot deeded, conveyed, sold or transferred to a Lot Owner on or after January 1, 2022.

b. “Secondary Lot” means each additional Lot beyond the Primary Lot deeded, conveyed, sold or transferred to a Lot Owner prior to January 1, 2022 is considered a Secondary Lot and will remain a Secondary Lot until such time that Lot is deeded, conveyed, sold or transferred to another Lot Owner, at which time it shall be considered a Primary Lot (see Primary Lot above). Any Lot deeded, conveyed, sold or transferred to a Lot Owner on or after January 1, 2022 is considered a Primary Lot, regardless of the number of Lots the Lot Owner owns.

SECTION 2: Votes per Lot or Owner: Voting shall be limited to one vote per Lot and per Lot Owner, regardless of the number of Lots owned or the number of Lot Owners in the legal description. This means Lot Owners with multiple Primary Lots and/or Secondary Lots shall receive only one (1) vote. Lots owned by the Association shall have no vote.

SECTION 3: Voting and Members in Good Standing: Members shall only be entitled to vote when they are Members in Good Standing (meaning a Member who is current in the payment of all assessments, fees, fines, penalties, legal fees, expenses, interest, and other charges imposed under the Governing Documents).

SECTION 4: Voting in Person, Electronically or by Proxy: At all Lot Owner annual and/or special meetings duly called by the Board, a Member in Good Standing may vote either in person, electronically by ballot, or by a notarized proxy, executed in writing by the Member. Such proxy

shall be filed with the Association at least forty-eight (48) hours before the duly called meeting. All proxies are subject to verification prior to the start of the meeting. Any Person may not submit more than two (2) general proxies, but directed proxies are not limited, as long as they are submitted by the deadline provided in the notice and verified.

SECTION 5: Notice of Meetings: The Board shall provide to each Member a notice of each annual or special meeting of the Association, stating the purpose and the date, time, and location of the meeting, as well as the proxy or electronic voting deadline. A Lot Owner must be a Member in Good Standing as of the ballot, electronic or proxy deadline and normally five (5) days before the meeting, unless otherwise specified by the Board. Notices shall be served by mail, email, or personal delivery not less than thirty (30) nor more than sixty (60) days before a meeting. Notice of a meeting in the manner provided in this Section shall be considered service of notice.

a. **Waiver of Notice.** In the event the notice of an Association meeting is deficient in any way, a Member may waive such deficiency (a) by written waiver either before or after the meeting or (b) by personal attendance at the meeting, unless the Member specifically objects to lack of proper notice at the time the meeting is called to order. A Member waives such objection by casting a vote with respect to any business. With respect to a special meeting of the Association, attendance at such meeting also shall be deemed waiver of notice of all business transacted at such meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice.

b. **Adjournment of Meetings.** If any membership meeting (i.e., annual meeting or special meeting) cannot be held because a quorum (10% of the membership as per Section 6 herein) is not present, the Board shall reschedule the meeting and notify the Members of the rescheduled meeting, as outlined in Section 5 above or Section 13 of the Restrictions. At the rescheduled meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. However, monthly board meetings only require a board quorum and need not be adjourned unless a majority of the Trustees fail to attend.

SECTION 6: Quorum: A majority of the Trustees currently in office shall constitute a quorum for the Board, while quorum for any meeting of the membership (whether annual or special) shall be a minimum of ten percent (10%) of the membership. This means that monthly board meetings only require a majority of the Board for quorum, whereas membership meetings require ten percent (10%) of the membership for quorum.

ARTICLE III – BOARD OF TRUSTEES

SECTION 1: GOVERNMENT: General management of the affairs of the Association shall be vested in the Board of Trustees, who shall be elected as provided by these By-laws.

- a. The Board of Trustees shall meet at least once a month.
- b. The term of each Trustee shall be three (3) years.
- c. The Board of Trustees shall be composed of not less than 7 and not more than 9 Trustees.
- d. The Trustees shall be elected at the annual meeting of the Association as provided by these By-laws.

e. In order to be a candidate and serve on the Board of Trustees, a Member must meet the following qualifications: (1) be an Owner of a Lot according to the records of the counties of Montgomery and/or Warren, Missouri, (2) not be engaged in a pending judicial or administrative proceeding adverse to the Association's interests, (3) be at least 21 years of age, (4) be a Member in Good Standing, and (5) have no violation of the Governing Documents that remains unresolved after notice and opportunity to be heard.

f. If any Trustee ceases to be a Member of the Board or the Association during his/her term whether by resignation, incapacity to act, or removal by the Board or otherwise, his/her position shall be filled by the alternate designated at the previous Annual Meeting. Should the alternate be unable or unwilling to serve, a successor shall be chosen by a majority vote of the Trustees remaining in office at any meeting or a meeting duly called for that purpose. The successor shall complete the term of the Trustee he/she is replacing. In the event that the term to be filled is less than six (6) months, the Board may vote to leave the position unfilled until the next Annual Meeting.

SECTION 2: ELECTION OF TRUSTEES: At the Annual Meeting, Trustees will be elected to fill any expired terms on the Board.

a. Trustees shall be nominated by Members in Good Standing. Nominees must be Members in Good Standing that meet the qualifications of the previous Section (specifically Section 1(e)). If and only if there are no nominations in advance of the meeting, then a Member may nominate another Member from the floor. If there are no nominations from the floor and after the meeting a vacancy still exists, then the Board may appoint a Member in Good Standing to fill the vacancy for the remainder of the term. All nominees must be physically present at the Annual Meeting to accept the nomination.

b. Nominees receiving the plurality of votes shall be declared elected. Nominees who do not receive the plurality of votes (i.e., the runner-up(s)) shall be designated as alternates, to fill terms as described above in Section 1(f) of this Article III.

c. Votes will be counted in front of the membership and announced at the annual meeting.

d. A meeting of the Board of Trustees shall be held within 30 days following the election of Trustees, at which time the Board shall elect the Trustees to serve in each of the officer positions of the Board of Trustees, including but not limited to President, Vice President, Recording Secretary, Administrative Secretary, and Treasurer. At this meeting, the Board may also elect the various committee chairs, such as (but not limited to) Security, Roads, Architecture and Special Projects.

e. No Trustee shall hold more than one office, but an Officer may serve as a committee chairperson, co-chairperson, or committee member. Committees may include, but are not limited to, Architectural, Roads and Grounds Maintenance, Security, Special Projects and/or Recreation.

f. The Board shall have the power to appoint committee chairpersons and committee members to specific committees by the majority vote of the trustees.

g. All Trustees must sign and abide by the Board of Trustees Code of Conduct.

SECTION 3: REMOVAL OF TRUSTEES: Any Trustee may be removed as follows:

(a) **By the Members.** A request to remove a Trustee must be made to the Board by petition signed by a majority (>50%) of all Members in Good Standing. Then, at any annual or special meeting of the Association duly called for such purpose, at which a quorum is present, any Trustee (after notice and opportunity to be heard) may be removed by two-thirds (2/3) of the

Members in Good Standing in attendance casting such votes at said meeting. In the event the Board declines or fails to call a special meeting or include the matter on the agenda of the annual meeting, within 30 days after receipt of a valid petition, the petitioners may schedule and hold such meeting as a Common Expense. No more than one vote shall be held to recall any specific Trustee within any period of twelve (12) months. In the event any Trustee is removed by such vote, the Board may appoint a Member in Good Standing to fill the vacancy pursuant to Article III, Section 1(f) above. Any Trustee removed from office will be ineligible to hold further positions of Trustee or committee member for two complete term cycles or 6 years.

(b) By the Board. Any Trustee who ceases to meet the board qualifications outlined above or who has more than four (4) unexcused absences from membership and/or board meetings in any fiscal year may be removed from the Board by vote of the remaining Trustees. The Board may also remove a Trustee with cause by a majority vote of the remaining Trustees after thirty (30) days written notice has been provided to said Trustee, stating the reasons for proposed removal. This statement shall be accompanied by a notice of the date, time, place, and that the purpose of the Board is to act on the removal. The Trustee shall be given an opportunity to be heard and the matter considered by the Board at the time and place mentioned in the notice before the Board renders a final decision. A vacancy created under this subsection shall be filled by a successor appointed by a majority vote of the remaining Board members according to By-Laws, Article III, Section 1(f) above.

SECTION 4: ELECTRONIC TRANSACTIONS: The Association hereby incorporates the Missouri Uniform Electronic Transactions Act, Section 432.200, et seq., Mo. Rev. Stat. (“Act”), as may be amended, and all Members are subject to said Act, except any Member that specifically opted out via written notification to the Association. “Email” means an electronic communication or transaction made in accordance with the Electronic Transactions Act, as amended. Any email address provided shall not be subject to inspection by the members unless the Member consents.

- (a) Owner Transactions.** Business may be conducted via Email to:
- (i) Send any notices as may be required under the Restrictions, these By-Laws, the Articles of Incorporation, Rules and Regulations, and any amendments or resolutions thereof (hereinafter the “Governing Documents”) except for notice of the annual meeting,
 - (ii) Newsletter or other information impacting the community as approved by the Trustees,
 - (iii) Seek input on matters that impact the community as approved by the Trustees,
 - (iv) Nominate candidates, and
 - (v) Receive, send or cast a ballot or notarized proxy.

(b) Board Transactions. Information may be disseminated among the Trustees by Email, but decisions must be made at a meeting, unless it is an emergency. If the Board determines, in its sole discretion, that an issue, matter or event cannot wait until the next monthly meeting, (i) the Board may discuss the matter and vote to take action via telephone conference, email, video chat or some other form of communications equipment, and (ii) the decision on the issue, matter or event shall be ratified at the next meeting and included in said meeting’s minutes to be filed in the Association’s records.

ARTICLE IV – DUTIES AND POWER OF THE BOARD OF TRUSTEES

SECTION 1: The Board of Trustees shall have **the power** and control over the Property of the Association to **administer, direct and manage its affairs**; and it shall fix, adopt, amend, create, remove, and revise the **Rules and Regulations of the Association** and the policies of the Property in accordance with the Restrictions, these By-Laws, Articles of Incorporation and the laws of the Federal Government, the State of Missouri and the **Counties of Montgomery and Warren**.

SECTION 2: The Board of Trustees shall have the power to hold meetings; appoint committees; employ staff, **independent contractors or vendors**, and employees as deemed necessary to accomplish the function for the Association; censure, sue, or prosecute Members of the Association; authorize proper expenditures; and take all necessary steps to carry out the purpose of this Association and promote its best interest, and **the safety, health and welfare of its Members**.

SECTION 3: No Member of the Board of Trustees shall receive, directly or indirectly, any salary or **compensation** for serving on the Board of Trustees.

SECTION 4: The Board of Trustees, **by a majority vote of the Trustees present at a duly called meeting with a board quorum present**, shall have absolute power and authority to distribute and dispense any of the funds of the Association in accordance with these By-laws and the **other Governing Documents of the Association**.

SECTION 5: The Board of Trustees are authorized to establish, **adopt, create, amend, remove, revise,** and enforce Rules and Regulations as described in the Restrictions and Article VI herein.

SECTION 6: The Board of Trustees are authorized to establish and enforce collection of assessments as described in Article V herein.

SECTION 7: **The Board of Trustees are authorized to establish and collect late fees and interest on unpaid assessments as per Article V herein and/or impose fines or other penalties for non-compliance of the Association's Governing Documents, which includes the Covenants and Restrictions, By-Laws, and Rules and Regulations, as per Section 9 below and Article VI.**

a. **The Board of Trustees shall establish a published schedule of penalties, including fines and interest accrual.**

b. **The Board of Trustees shall have the authority to place a lien on the Lot of any Owner who has not paid the assessments, fees, fines, reasonable legal fees and costs, and/or interest associated with non-compliance of the Association's Governing Documents (including but not limited to the Covenants and Restrictions, By-Laws, Rules and Regulations and any amendments and resolutions). Before recording a lien, the Board of Trustees, by ordinary mail, shall give the delinquent Owner at least thirty (30) days to pay said assessments, fees, fines and/or interest.**

SECTION 8: The Board of Trustees are authorized to initiate legal action against any Lot Owner, his Immediate Family Member(s), or his guest(s) who violates any of the conditions of the Restrictions, By-laws, or **Rules and Regulations**; and if meritorious, the attorney fees, court costs, and all other expenses shall be imposed against, and the responsibility of, the Lot Owner.

SECTION 9: The Board of Trustees of the Association shall have the power, as provided in the Restrictions, to impose penalties and/or fines for any violation of the Governing Documents. The following procedures shall apply prior to imposition of fines:

(a) **Notice.** The Board or its delegate shall serve the alleged violator with written notice describing (1) the nature of the alleged violation, (2) the proposed penalty to be imposed, (3) a period of not less than fifteen (15) days within which the alleged violator may request a hearing before the Board (which may be reduced if the Board believes that a risk to health or safety is present), and (4) a statement that the proposed penalty shall be imposed as contained in the notice unless a written request for hearing is received within fifteen (15) days of the notice (or some other time period as provided in the notice). If a timely request for a hearing is not made, the penalty stated in the notice shall be imposed; provided the Board may, but shall not be obligated to, suspend any proposed penalty if the violation is cured within the period of time stated in the notice, which is typically thirty (30) days. Such suspension shall not constitute a waiver of the right to penalize future violations of the same or other provisions of the Governing Documents by any Person.

(b) **Hearing.** If a hearing is requested within the allotted time, the hearing shall be held in executive session or in open session at the request of the alleged violator. The alleged violator shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any penalty hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, Trustee or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or his or her representative appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the penalty, if any, imposed.

Any failure to comply with this Section shall not invalidate any fine levied so long as the Owner had actual notice of the hearing.

SECTION 10 – Accounting and Access to Books and Records. The Board is authorized to keep books with detailed accounts of the receipts and expenditures affecting the Association and its administration. All books and records shall be kept in accordance with generally accepted accounting principles (“GAAP”) and preserved for the period of time required by applicable law or regulation. A financial review of the accounts of the Association may be made periodically in compliance with GAAP for the Association, but such financial review or audit would be a Common Expense by a certified public accountant.

Also, Owners have a right to access the Association’s books and records. However, any costs incurred by the Association, including costs of copies, professional fees or attorney’s fees, time incurred gathering, and time spent by Owner during inspection, shall be the responsibility of the Owner. The membership register, financial books and records, minutes of meetings of the Members, the Board, and committees, and other records of the Association shall be made available by the Board for inspection and copying by any Member or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as

a Member at the office of the Association or at such other place as the Board shall prescribe. Copies may be provided electronically in a reasonably available electronic format.

(a) Privileged Books and Records. Correspondence and other records protected by attorney-client privilege or other privilege, competitive bids, records containing private information of a Member, and other records deemed confidential by the Board are not subject to inspection by Members without the Board's prior written consent.

(b) Written Request. A Member shall submit to the Board a written request to access the Association's records, and the request shall describe the records to be accessed with reasonable particularity and state a valid purpose. The Board may establish reasonable rules with respect to notice to be given to the custodian of the records by the Member desiring to make the inspection, payment of the cost of reproducing copies of documents requested by a Member, and such other matters related to carrying out the purposes of this Section.

(c) Right of Trustee. Every Trustee shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association unless the Trustee has a conflict of interest or is in litigation with the Association. The right of inspection by a Trustee includes the right to make extracts and copies of documents at his or her expense.

SECTION 11 – Board Standards. The Board shall be guided by the following standards:

(a) Business. While conducting the Association's business affairs, the Board shall be protected by the business judgment rule. The business judgment rule protects a Trustee from personal liability so long as the party claiming liability does not prove that the Trustee failed to (1) act within his or her authority, (2) serve in a manner the Trustee believes to be in the best interests of the Association and its Members, (3) serve in good faith, or (4) act with such care as an ordinarily prudent person in a like position would use under similar circumstances.

(b) Governance. In conducting its governance functions, the Board's decisions and actions shall be governed and tested by the rule of reasonableness. The Board shall exercise its power in a fair and nondiscriminatory manner and shall adhere to the procedures established in the Governing Documents.

(c) Operations. Operational standards of the Board and any committee appointed by the Board shall be the requirements set forth in the Governing Documents or the minimum standards which the Board may establish. Operational standards may evolve as the needs and demands of the Property and the Association change over time.

(d) Indemnification. The Board or its individual Trustees shall not be personally liable for their acts in the performance of their duties, except for dishonesty or acts criminal in nature; and the Association shall indemnify and hold the Trustees harmless from all such acts (i.e., acts to which they are not personally liable) to the extent permitted by law.

SECTION 12 – Parliamentary Rules. The Board may establish procedures to govern the conduct of Association proceedings when not in conflict with Missouri law or the Governing

Documents. The failure to follow such procedures shall not invalidate any actions of the Association or Board so long as the action is otherwise valid.

ARTICLE V – ASSESSMENTS

SECTION 1: The purpose of assessments shall be to provide funds for recreation, health, safety, and welfare of the Association Members, and in particular for maintenance of roads, services and facilities devoted to these purposes and related to the use and enjoyment of the Common Ground and the improvements owned or used by the Association. Such funds shall be used for, but not limited to, insurance, repairs, maintenance, and additions to above mentioned improvements or facilities, and, in addition thereto, for the cost of labor, equipment, material and for the management of such. The Association shall collect assessments as follows:

(a) Due Date. The Annual Assessment is due on July 1st of each year, or some other date as determined by the Board via resolution.

(b) Interest and Late Fees. Assessments (including special assessments and any installments thereof) shall bear interest from the due date until payment is received at the rate of 18% per annum, or any other legal rate (but not exceeding 18%) adopted by resolution of the Board. If any payment is not received within the time specified by the Board, the Board shall charge a late fee of \$25.00 or such other reasonable amount as adopted by resolution of the Board.

(c) Late Notices. The Association shall send a late notice when any assessment is late, if and as determined by the Board via resolution before utilizing legal counsel.

(d) Use of Collection Agency/Legal Counsel. The Association may use the services of a collection agency and/or attorney to recover unpaid assessments, late fees, interest, costs, or other charges due to the Association. The Owner shall be responsible for reasonable attorney's fees and costs incurred. The legal proceedings may include a lawsuit and/or foreclosure by Sheriff's Sale or Trustee's Sale.

(e) Allocation of Payments: Any payments or partial payments on a delinquent account shall be applied in the following manner: (1) costs, (2) attorney's fees, (3) Management (or other professional) or administrative fees, (4) late fees, (5) interest, (6) principal amount of assessments due including any special assessment, fines or other charges against the account, if any, (7) other costs and expenses, and (8) amount of accelerated assessment, if applicable.

SECTION 2: Any increase in assessments to be levied against all Lots may only be approved by a majority vote of the Members in Good Standing present in person or by notarized proxy at an annual or special meeting duly called with a quorum present. The membership must be notified in writing by the Board of Trustees at least thirty (30) days in advance of such a meeting that an assessment increase will be voted upon. Such notice shall contain a proposal setting forth the proposed amount, purpose and duration of increase per Lot to be voted on at said meeting.

SECTION 3: The Board of Trustees may levy special assessments against all Lots upon the

approval or affirmative vote of a majority of the Members in Good Standing present at an annual or special meeting duly held with a quorum present.

SECTION 4: The Board of Trustees shall have the authority to place liens on the Lots of any Owners who have not paid their assessments, as described herein and in Article IV, Section 7(b). Before recording a lien, the Board of Trustees, by ordinary mail, shall give the delinquent Owner at least thirty (30) days to pay said outstanding balance.

SECTION 5: The Board of Trustees shall have the authority to initiate legal proceedings, which may include a lawsuit, Sheriff's Sale or Trustee's Sale, against members who are at least one (1) year delinquent in payment of assessments.

ARTICLE VI – RULES AND REGULATIONS

SECTION 1: The Board of Trustees are authorized to establish, adopt, create, remove, revise, amend and enforce Rules and Regulations for the use of recreational facilities, the lake, and recreational vehicles, but shall not prohibit the use of camping trailers by Lot Owners.

SECTION 2: The record Lot Owner must obtain written permission from the Board of Trustees for any permanent addition/changes to their Lot, which includes but is not limited to Residence or dwellings, septic systems, storage buildings, porches, gazebos, driveways, any change to grade or grading of Lot, culvert pipes, decks, balconies, patios, and boat docks.

Everything related to Dwelling, Boat docks and Septic have been removed from this section. Moved to Covenants.

ARTICLE VII – AMENDMENTS

SECTION 1: The By-Laws may be amended by the affirmative vote of two-thirds (2/3) of the Members in Good Standing physically present (in person or by notarized proxy) at a duly called annual or special meeting with a quorum present. If a mail-in or Email vote is called for, the By-Laws may be amended by the affirmative vote of 2/3 of the Members in Good Standing who submit a ballot or vote, as long as at least 10% of the membership votes.

SECTION 2: Notice to the Members of any proposed amendment to the By-Laws shall include a copy of the proposed amendment and be presented to the membership at least thirty (30) days prior to the vote at an annual or specially called meeting.

SECTION 3: Amendments to the By-Laws shall become effective upon execution by the designated Trustees or upon a later date if so specified therein. Any challenge to an amendment must be made within six months after the effective date; otherwise, such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provision of the By-Laws.

SECTION 4: Notwithstanding anything herein to the contrary, the Board may authorize administrative amendments without a membership vote to correct minor or typographical errors and/or to comply with the Federal Housing Administration or the Veterans Administration or other governmental entity as necessary.

ARTICLE VIII – INSURANCE

To the extent reasonably available, the Association shall maintain in force property insurance for the amenities upon the Common Ground and liability insurance for the Common Ground and its amenities, as well as Directors and Officers insurance; and each Owner is responsible for maintaining insurance for the full replacement value of his/her own Lot and Residence.

SECTION 1: ASSOCIATION PROPERTY INSURANCE:

(a) Property Insured. The Association shall maintain a property insurance policy to insure the amenities on the Common Ground to its full insurable replacement cost. The deductible shall be a Common Expense in such amount as the Board may deem reasonable under the circumstances. The Board shall have the authority to allocate the deductible to the Owners that benefit or were at fault or negligent.

(b) Risks Insured Against. The Association's policy shall afford protection against perils, as broadly as reasonably available, under coverage currently known as "special form" or "special causes of loss" and including earthquake. The insurance shall be on a replacement cost basis, as reasonably available. The Association's policy does not protect against coverage available under the National Flood Insurance Program.

SECTION 2: ASSOCIATION LIABILITY INSURANCE: Liability insurance shall be provided in an amount determined by the Board but in no event less than \$1,000,000.00, covering all occurrences commonly insured against for death, bodily injury, property damage and personal injury arising out of or in connection with the use, ownership or maintenance of the Common Ground, and the activities of the Association. The Community Manager, if any, shall be named as an insured.

(a) Insurance policies carried pursuant to this Section 2 shall provide that:

(i) Each Owner is an additional insured under the policy with respect to liability arising out of the interest of the Owner in the Common Ground or membership in the Association,

(ii) The insurer issuing the policy may not cancel or refuse to renew it until thirty (30) days after written notice of the proposed cancellation or non-renewal has been mailed to the Association, except for nonpayment which shall be not less than ten (10) days' notice.

SECTION 3: OWNER POLICIES: Each Owner shall be responsible to maintain insurance for his or her own benefit:

(a) Property. Property insurance for his or her Lot including (1) the full repair and replacement value of the Residence, and (2) the Owner's personal property and contents in the Lot or stored elsewhere in the Subdivision or is otherwise responsible.

(b) Liability. Liability insurance including any damaged property of other Owners or injury or death to persons arising within the Lot or attributable to an occurrence in the Lot.

(c) Leased Lots. If a Lot is leased (as per Restrictions, Section 4), (i) the Owner shall maintain insurance on the Lot in accordance with this Section and (ii) the tenant shall be responsible for his own renter's policy including Personal Liability Insurance under Section 3(b) above.

SECTION 4: DIRECTORS' AND OFFICERS' LIABILITY INSURANCE: The Association shall maintain directors' and officers' liability insurance covering all of the Trustees and Officers, and naming the Community Manager, if any, as an insured, in such limits as the Board may determine.

SECTION 5: WORKERS' COMPENSATION INSURANCE: The Association shall maintain workers compensation insurance if employees are hired or if contractors are hired who do not maintain their own policy.

SECTION 6: OTHER INSURANCE: The Association may carry other insurance which the Board considers appropriate to protect the Association or the Owners' interests in the Subdivision and the Association.

ARTICLE IX – GENERAL PROVISIONS

SECTION 1: FISCAL YEAR: The fiscal year of the Association shall be July 1st to June 30th, unless otherwise set by resolution of the Board.

SECTION 2: SEVERABILITY: Invalidation of any one of the provisions of these By-Laws, by judgment, order or decree shall in no way affect any other provision of these By-laws, each of which shall remain in full force and effect.

CERTIFICATION

We, the undersigned, being the President and Secretary of Pinnacle Lake Estates Association, Inc., a Missouri nonprofit corporation, in the counties of Montgomery and Warren do hereby certify that the foregoing By-Laws constitute the By-Laws of said Association, as duly adopted by the Members of the Association on the _____ day of _____, 2023, and supersede any and all prior By-Laws and amendments.

IN WITNESS WHEREOF, we have hereunto subscribed our names this _____ day of _____, 2023.

PINNACLE LAKE ESTATES ASSOCIATION, INC.

By: _____

Carlene Lewis, President

[No Seal]

Attest: _____
_____, Secretary

EXHIBIT A

LEGAL DESCRIPTION OF PINNACLE LAKE ESTATES

Said property being described: All of the East one-half of the Southwest quarter and the Southeast quarter of Section 12 and the East one-half of the Northwest quarter, the East one-half and the Northwest quarter of the Southwest quarter, all of the Northeast quarter and all of the Southeast quarter of Section 13 and all of the Northeast quarter and the North one-half of the Southeast quarter of Section 24 all in Township 47 North Range 5 West in Montgomery County, consisting of 1,000 acres, more or less. **ALSO,** Lot Number 2 Northwest quarter and Lot Number 2 of the Southwest quarter of Section 18 and Lot Number 2 of the Northwest quarter and the South one-half of Lot Number 1 of the Northwest quarter and the South one-half of the Northeast quarter and the North one-half of the Southeast quarter and the East one-half of the Southwest quarter of Section 19 all in Township 47 North Range 4 West of Warren County, consisting of 520 acres, more or less (“Pinnacle Lake Estates”).

FOR DISCUSSION PURPOSES ONLY

This is a draft document prepared for discussion purposes by Jaime Fraser Carr Law. Any changes are subject to review and approval by the attorneys before this document is approved and recorded.

Draft 10/20/2022; Revised 12/16/2022; Updated 5/5/2023; Revised 09/25/23

RECORDING MEMORANDUM

Instrument: Restatement of Covenants, Conditions and Restrictions to Pinnacle Lake Estates Association, Inc.

Grantor: Pinnacle Lake Estates Association, Inc.
102 Skyline Drive South
New Florence, MO 63363

Grantee: Pinnacle Lake Estates Association, Inc.
102 Skyline Drive South
New Florence, MO 63363

Date: _____, 2023

Legal Description: See Exhibit A, herein enclosed and incorporated by reference

County: Montgomery County and Warren County, Missouri

Reference:	Montgomery County:	Warren County:
	Book 205, Page 542	Book 114, Page 245
	Book 287, Page 493	Book 285, Page 1027
	Book 354, Page 756	Book 672, Page 246
	Book 405, Page 414	Book 927, Page 134
	Book 474, Page 174	Book 1136, Page 280
	Book 526, Page 255	Book 1281, Page 690
	Book 625, Page 475	Document No. 200902196, Page 1

Return To: Jaime Fraser Carr Law, LLC
10 Fenton Plz, #275
Fenton, MO 63026

This cover page is attached solely for the purpose of complying with the requirements stated in Sections 59.310.2 and 59.313.2, Mo. Rev. Stat. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached instrument. In the event of a conflict between the provisions of the attached instrument and the provisions of this cover page, the attached instrument shall control.

**RESTATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS TO
PINNACLE LAKE ESTATES ASSOCIATION, INC**

THIS RESTATEMENT is made this _____ day of _____, 2023 by Pinnacle Lake Estates Association, Inc. (“Association”).

WHEREAS, Pinnacle Lake Estates (“Community”) is a residential community located in Montgomery and Warren Counties, Missouri created as a planned community (and not a condominium) by virtue of the (1) Restrictions to Pinnacle Lake Estates dated September 10, 1964 recorded at Book 205, Page 542 of the Montgomery County Records and Book 114, Page 245 of the Warren County Records (the “Initial Restrictions”); (2) Amendment to Restrictions to Pinnacle Lake Estates dated June 24, 1974 recorded at Book 247, Page 159 of the Montgomery County Records and Book 176, Page 333 of the Warren County Records (“First Amendment”); (3) Second Amendment to Restrictions to Pinnacle Lake Estates dated April 21, 1978, recorded at Book 261, Page 145 of the Montgomery County Records and Book 214, Page 712 of the Warren County Records (“Second Amendment”); (4) Third Amendment to Restrictions to Pinnacle Lake Estates dated May 18, 1978, recorded at Book 261, Page 240 of the Montgomery County Records and Book 217, Page 163 of the Warren County Records; (5) Fourth Amendment to Covenants, Restrictions and Trusteeship to Pinnacle Lake Estates dated December 29, 1984, recorded at Book 287, Page 493 of the Montgomery County Records and Book 285, Page 1027 of the Warren County Records; (6) [Additions to] Fourth Amendment of the Covenants, Restrictions and Trusteeship to Pinnacle Lake Estates recorded on or around September 19, 1985 in Book 291, Pages 468-491 and Book 296, Pages 511-18 of the Montgomery County Records and Book 315, Pages 1-28 and Book 339, Pages 261-69 of the Warren County Records (“Additions to Fourth Amendment”); (7) Revision of the Fourth Amendment of the Covenants, Restrictions and Trusteeship to Pinnacle Lake Estates dated May 4, 1993, recorded at Book 344, Pages 321-22 of the Montgomery County Records and Book 0604, Pages 101-03 of the Warren County Records (“1st Revision of 4th Amendment”); (8) Revision of Fourth Amendment of the Covenants, Restrictions and Trusteeship to Pinnacle Lake Estates recorded August 16, 1994, recorded at Book 354, Pages 756-57 of the Montgomery County Records and recorded on September 30, 1994 in Book 672, Pages 246-47 of the Warren County Records (“2nd Revision of 4th Amendment”); (9) Revision of the Fourth Amendment of the Covenants, Restrictions and Trusteeship to Pinnacle Lake Estates recorded in January of 1999 at Book 405, Pages 414-17 of the Montgomery County Records and Book 927, Pages 134-37 of the Warren County Records (“3rd Revision of 4th Amendment”); (10) Revision of the Fourth Amendment of the Covenants, Restrictions and Trusteeship to Pinnacle Lake Estates recorded on or around November 12, 2002 in Book 474, Pages 174-78 of the Montgomery County Records and Book 1136, Pages 280-84 of the Warren County Records (“4th Revision of 4th Amendment”); (11) Revision of the Fourth Amendment of the Covenants, Restrictions and Trusteeship to Pinnacle Lake Estates recorded on October 4, 2004 in Book 526, Pages 255-64 of the Montgomery County Records and Book 1281, Pages 690-99 of the Warren County Records (“5th Revision of 4th Amendment”); (12) Fifth Amendment of the Covenants, Restrictions and Trusteeship to Pinnacle Lake Estates Association, Inc. dated September 10, 2005 and recorded on January 12, 2006 in Book 558, Pages 293-303 of the Montgomery County Records (“Fifth Amendment”); and (13) Revision to the Fifth Amendment of the Covenants, Restrictions and Trusteeship to Pinnacle Lake Estates Association, Inc. dated September 13, 2008 and recorded on

April 8, 2009 in Book 625, Pages 475-84 of the Montgomery County Records and Book 200902196, Pages 1-10 of the Warren County Records (“1st Revision of 5th Amendment”);

WHEREAS, the Initial Restrictions to Pinnacle Lake dated September 10, 1964 and recorded at Book 205, Page 542 of the Montgomery County Records and Book 114, Page 245 of the Warren County Records and all of the above-referenced Amendments shall be in full force and effect and the same are hereby ratified, confirmed, and incorporated herein by reference, except to the extent amended by this Amendment (the “Initial Restrictions”, subsequent Amendments, and this “Restatement” shall be hereafter collectively referred to as the “Restrictions” or “Covenants”);

WHEREAS, certain real property was subjected to the Indenture as more particularly described on Exhibit “A” of the Restrictions (“Property”), and Exhibit “A” is incorporated by reference herein; and

WHEREAS, Section 11 of the Restrictions authorizes the Association to amend the Restrictions by an affirmative vote of a majority of the qualified membership (or members in good standing) attending in person or by notarized proxy at a duly called meeting; and

WHEREAS, the Association and its Owners desire to amend the Restrictions to clarify and update its restrictions, duties, enforcement, and amendment procedure to address contemporary needs, as more particularly described herein below.

NOW, THEREFORE, by a majority vote of those present at a Special Meeting of members of the Association held on _____, 2023, the Association hereby adopts this Restatement and restates all prior amendments and the Restrictions in its entirety as follows:

1. Definitions

1.1 “Association” means Pinnacle Lake Estates Association, Inc. and its successors and assigns.

1.2 “Board of Trustees” or “Board” means the body designated to act on behalf of the Association.

1.3 “By-Laws” means the By-Laws of the Association and any amendments.

1.4 “Common Expenses” means expenses or financial liabilities of the Association, including: (a) expenses of administration of the Association, (b) maintenance, repair, or replacements on the Common Ground, including improvements thereon; (c) expenses relating to implementation and enforcement of the Governing Documents; (d) expenses declared to be Common Expenses herein; (e) expenses agreed upon as Common Expenses by the Association; and (f) such reasonable reserves as may be established by the Association.

1.5 “Common Ground” means all the common areas and easements as depicted on the Plat, the real property comprising Association roads, lake and creeks, boat

docks, boat launch parking area, boat ramps, campground, bathhouse, pavilion, tennis court, picnic area, beach, retention pond property, guard facilities, office, main gate, north gate, the Pinnacle (or rock formation in the middle of the lake), and all improvements on the Common Ground, and such other common areas as the Association may acquire in the future. The Common Ground shall be held and operated for the common use and enjoyment of the Owners and their residents.

1.6 “Covenants” and/or “Restrictions” means this instrument, as may be amended.

1.7 “Documents” or “Governing Documents” means the Covenants and/or Restrictions, Articles of Incorporation, By-Laws, Rules and Regulations, and any resolutions and amendments.

1.8 “Immediate Family Member(s)” means the Owner’s spouse, children, siblings, and/or parents.

1.9 “Lot” means a separate parcel of land defined by a deed recorded in Warren or Montgomery County with lot owners name, including a Residence and other improvements thereon, the location and dimensions of which are depicted on the Plat.

a. “Primary Lot” means the first Lot deeded, conveyed, sold or transferred to a Lot Owner prior to January 1, 2022; and on or after January 1, 2022, any Lot deeded, conveyed, sold or transferred to a Lot Owner.

b. “Secondary Lot” means each additional Lot beyond the Primary Lot deeded, conveyed, sold or transferred to a Lot Owner prior to January 1, 2022 is considered a Secondary Lot and will remain a Secondary Lot until such time that Lot is deeded, conveyed, sold or transferred to another Lot Owner, at which time it will considered a Primary Lot (see Primary Lot above). Any Lot deeded, conveyed, sold or transferred to a Lot Owner on or after January 1, 2022 is considered a Primary Lot, regardless of the number of Lots the Lot Owner owns.

1.10 “Member” means the record Owner of a Lot in the Association Subdivision.

1.11 “Member in Good Standing” means a Member who is current in the payment of all assessments, fees, fines, expenses, legal fees, interest, and other charges imposed under the Governing Documents. An Owner must be a “Member in Good Standing” to vote in any Association matter, use or be physically present upon any Association Common Ground (except roads), be a candidate for election as Trustee, serve as a Trustee, or be counted for quorum purposes.

1.12 “Nonprofit Corporation Act” or “NCA” means the Missouri Nonprofit Corporation Act, Chapter 355, Mo. Rev. Stat., as may be amended.

- 1.13 “Ordinance”** means any applicable ordinances, codes or regulations of the counties of Montgomery and Warren, Missouri, or its successor(s), as may be amended, or of such local government as may have jurisdiction at any point.
- 1.14 “Owner” or “Lot Owner”** means any Person who has a recorded fee simple title to a Lot in the Subdivision, not including any person having a Security Interest in the Lot. The records of the counties of Montgomery and Warren shall be conclusive in determining ownership.
- 1.15 “Permanent Resident”** means any person residing in a single-family dwelling in the Subdivision for more than six (6) months of the year.
- 1.16 “Person”** means a natural person, estate trust, or governmental entity; provided, however, that in the case of a land trust, “person” means the beneficiary of the trust rather than the trust or the trustee.
- 1.17 “Plat”** means all plats of Pinnacle Lake Estate Subdivision and/or Pinnacle Lake Estates Association, Inc.
- 1.18 “Property”** means the land, improvements, easements, rights and appurtenances, as more particularly described in the Plat, including all Common Ground and Lots.
- 1.19 “Residence”** means any building on a Lot, whether depicted on the Plat, designed and intended for independent residential use (i.e., single family dwelling).
- 1.20 “Rules and Regulations” or “Rules”** means rules and regulations adopted by the Board pursuant to the Governing Documents.
- 1.21 “Subdivision” or “PLE”** means the Owners and Property that are subject to these Restrictions.

2. Roads and Easements

2.1 Roads. All roads indicated on the Plat of said Pinnacle Lake Estates and included in the legal description, which is more particularly described on Exhibit A attached hereto and incorporated herein, now filed or on future plats, to be constructed by a developer, will be constructed according to the standards established by the Trustees of the Pinnacle Lake Estates Association, Inc. before said roads may be accepted for maintenance.

2.2 Easements.

(1) Easement Appurtenant. Perpetual easements for the use and enjoyment of the Common Ground are hereby established appurtenant to all Lots for use by the Owners thereof, their families, guests and invitees.

(2) Easements in Gross. The Property shall be subject to a perpetual easement in gross to the Association for ingress and egress, to perform its obligations and duties as required by the Governing Documents.

(3) Existing Easement. Easements as shown on the Plat are established and dedicated for streets and roads, electricity, gas, water and telephones and for all other public and private utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, drainage, gas mains, telecommunications wires and equipment and electrical conduits and wires on the Common Ground.

(4) Effect of Easements. All easements and rights herein established shall run with the land and inure to the benefit of and be binding on the Association, its successors and assigns, and any Owner, purchaser, mortgagee, holder of a Security Interest, or other person having an interest in any portion of the Property herein described, whether or not such easements are mentioned or described in any deed of conveyance.

(5) No building, gate, fence, wall, or other structure shall be erected on any easement or utility easement.

3. Residences, Property Standards and Businesses

3.1 All Residences or Dwellings must be constructed to conform to the following:

(a) Minimum area requirements of enclosed living space:

- (1) Single story Residence/Dwelling must have a minimum area of 850 square feet of enclosed living space.
- (2) Two story Residence/Dwelling must have a minimum area of 425 square feet of enclosed living space on the first floor, and a minimum area of 425 square feet of enclosed living space on the second floor.
- (3) The living space of either a Single or Two story Residence/Dwelling is required to have at least an 8 foot ceiling height throughout the required square feet of enclosed living space.

The words “enclosed living space” as used herein shall mean a building with enclosed heated living area and the area shall be computed on the outside measurements of the Residence, except it shall not include any area of basements, garages, porches and attics. Any structure less than the above square feet minimums may not at any time be used for living/dwelling even on a temporary basis (weekend, daily camping, etc.), and structures below these minimums or that do not meet the required dwelling utility requirements may only be used for storage.

(b) Required Residence/Dwelling utility requirements:

All Residence/Dwelling structures of any sizes are required to have running water, an approved onsite wastewater treatment or storage system, and electric service or

where building/waste treatment/storage codes allow: suitable reliable alternative power system that can reliably support the residence/dwelling infrastructure systems: lights, water, and wastewater treatment or storage system/monitoring power requirements on a daily basis.

(c) Other Residence/Dwelling requirements.

All Residence/Dwelling structures must have one full bathroom (toilet, sink, shower) within the structure.

3.2 No more than one Residence shall be located on each Lot. Each Lot and Residence thereon shall be used solely for single-family residential purposes, including unrelated persons living together as a single-family unit.

(1) An Owner or occupant of a Residence may conduct a home occupation or manage a business in the Residence, but only if it is incidental to residential use (such as a home office) and does not involve interference with parking, physical alteration of the Residence, observable business activity such as signs or advertising displays, an unreasonable number of deliveries or pedestrian or vehicular traffic or create a nuisance or in any way impair the rights of any Owner. Such home office use shall be in strict compliance with the Ordinances. No Residence or any portion of the Common Ground may be used for any commercial or business purpose except as provided in this Section.

(2) Only a PLE Permanent Resident may be allocated a mail slot in the PLE CBU and the PLE CBU is the only place residents may receive USPS mail delivery.

3.3 No house trailers, mobile homes, manufactured homes, or similarly described structures are permitted. Modular homes, prebuilt Dwellings, or Cabins shall be permitted, but if and only if:

- (1) All other PLE Association requirements for Residences, Dwellings, and structures are met;
- (2) New or no more than 5 years old from date of manufacture;
- (3) Has a roof pitch no less than 4- inch rise to 12-inch run;
- (4) Meets the Association's minimum enclosed living space square foot requirements;
- (5) Is permanently erected on and affixed to a spread footing and foundation, poured concrete *piers or monolithic pour*;
- (6) Photos (or inspection) of the specific proposed structure or accurate representative of model is presented in advance with PLE Lot Improvement Form for approval of exterior condition and materials used in the construction and is approved by the Board in writing prior to any construction; and
- (7) Is built in conformance with all current applicable state and local building codes.

House trailers, mobile homes, manufactured homes and similarly described structures which were documented by the Board of Trustees of the Association to exist within Pinnacle Lake Estates on or before September 30, 1994 are permitted to remain, but should

those Residences/dwellings be removed or structurally damaged beyond acceptable standards at any time in the future, they may not be replaced with any structure not permitted by the Restrictions, By-laws or other Rules of the Association at that time in effect.

3.4. Subdivision and Merger. No portion of land located within Pinnacle Lake Estates shall be subdivided or re-subdivided into lots containing less than three (3) acres of land. No portion of land located within Pinnacle Lake Estates shall be merged with another portion of land to create a single Lot, except in the circumstance of a small Lot < 0.5 acres (or a boundary adjustment or fraction of a Lot) adjacent to a larger Lot, in which case a merger or consolidation of the two Lots may be permissible if prior written authorization is obtained from the Board and such merger complies with all laws and local ordinances. However, any Lots merged will still have to pay an assessment on each Lot, as if the Lots remained independent and separate. Likewise, an Owner that owns multiple Lots still has to pay the full assessment on each Lot owned.

(1) Any merger, subdivision or re-subdivision of land located within Pinnacle Lake Estates and/or restructuring of lot lines of platted lots of record of Pinnacle Lake Estates shall require a new plat or a revision to the existing recorded plat, which is to be completed at the property owner's expense, and such revision shall be submitted to the Board of Trustees for written approval prior to submitting such revision to the plat to the county or other applicable governmental body for approval and prior to recording. Any subdivision, merger, and/or restructuring of lot lines of land located within Pinnacle Lake Estates not indicated on a plat filed of record shall require a plat be completed at the property owner's expense. Such proposed plat shall be submitted to the Board of Trustees for written approval prior to submitting the plat to the county or other applicable governmental body for approval and prior to recording. The Board of Trustees shall have the authority to consent or reject such revision to plat or proposed plat in its sole discretion.

(2) Upon written approval of a revision to plat or proposed plat by the Board of Trustees, the property owner must present the approved plat to the proper planning and zoning commission or authorities of the county in which the property is located for approval. Upon approval by the appropriate county authorities, the approved plat or revision to plat shall be filed for record in the recorder's office of the county in which the property is located. For purposes of this section, if the property that is subject to the revision to plat or the plat is located in more than one (1) county, the property owner must present such plat or revision to plat to the proper authorities of each county in which the property is located and record the revision to plat or proposed plat in each county's recorder's office.

3.5 No clubs, organizations, corporations, limited liability companies, limited partnerships, limited liability partnerships, general partnerships, not for profit corporations or similar corporate entities shall hold title to any land located within Pinnacle Lake Estates.

4. **Leasing**

All leases must be in writing, provided a copy to the Board, and subject to the Governing Documents. The Owners, tenants and occupants are all subject to the Governing Documents, as well as all leases.

- (1) Short term (<6 months) leasing of Lot Owner dwellings, Residence, or property is prohibited. Leasing of a Residence or property of greater than 6-month duration is permissible, as long as the Lot Owners give up their right to use PLE Common Ground, including the Lake, during the time of the lease. If the Lot being leased is a Secondary Lot, Lot Owner will be responsible for paying a Primary Lot assessment, regardless of grandfather status. Further:
 - a. Not less than the entire Lot shall be leased;
 - b. No Lot shall be leased, sublet or assigned (i) on a nightly or monthly basis, (ii) for transient purposes (30 days or less), including no home exchange or swap, no time-sharing, and no Airbnb®, VRBO® or their functional equivalent, or (iii) for hotel purposes (such as cleaning or room service), including bed and breakfasts; and
 - c. The Owner assigns to the tenant all rights and privileges related to occupancy of the Lot, including use of the Common Ground and the Lake. The Owner retains the rights of ownership and the duty to pay assessments, fines and other charges by the Association, and the duty to maintain the Lot and carry insurance to protect his or her own interests.
- (2) The Owner is responsible for any violation by the tenant of the Governing Documents, and the Association is authorized to enforce any such violation except for nonpayment of rent.
- (3) Any sublease, renewal, extension, or assignment of a Lease shall be in writing.
- (4) The Board may adopt such rules, regulations, and forms as it deems reasonable and necessary to implement the provisions of this subsection.
- (5) If the Owner or tenant violates any provision of the Governing Documents, the Association, in addition to its other remedies, shall be entitled to any appropriate relief and remedies under Missouri law against the Owner, including but not limited to (i) the right to collect rent from the tenant directly if the Owner is delinquent in assessments, and/or (ii) termination of the lease and eviction of the tenant by judicial proceeding, after notice to the Owner and opportunity to be heard and/or to cure, at the Owner's expense, including collection of unpaid fines, fees and administrative charges, and recovery of costs, expenses, and reasonable attorney's fees.

5. **Building Modifications and Permits**

No building, fence, deck, wall, holding tank, septic system, well, boat dock, driveway, culvert pipe or other structure shall be erected, altered, built, or permitted to remain unless plans or specifications are first approved, in writing, by the Board of Trustees of the

Association, and the Owner is responsible to comply with all federal, state and local laws and any ordinances of the Counties of Montgomery and Warren, Missouri, including obtaining any necessary permits at his/her own expense.

6. Failure to Maintain Exhibit B was removed so what is considered an issue?

Any structures and/or vehicles, including but not limited to sheds, porches, boat docks, campers, homes, decks, gazebos, boats, autos, etc., that are, in the opinion of the Board of Trustees, determined to be in disrepair or in violation of the Association Rules and Regulations, the Owners will be notified in writing that repair or removal is necessary and will be given a minimum of 30 days to complete the necessary work. Less than 30 days may be given in the event of a health or safety threat. At the request of the Lot Owner, an extension may be granted by the Board of Trustees when it is considered appropriate in the Board's sole discretion. If the Lot Owner fails to comply by the stated date, the Board of Trustees has the authority to contract with a private service to have the repairs done or remove the stated structure and/or vehicle from the property at the Owners' expense. The costs shall be billed to the Owner, and non-payment of the bill will be handled pursuant to Sections 8 and 12 herein and as outlined in the By-Laws, Article IV, Sections 7 through 9.

7. Lot Owner Guests

Lot Owners may allow guests to utilize their property in their absence only by giving written permission and presenting it to the security guard or other proper official. Guests shall not utilize motorized watercraft or Community amenities (i.e., the beach, pavilion, campgrounds, tennis courts and bath house) if the Lot Owner or Lot Owner's Immediate Family Member(s) is/are not present. All Owners, Immediate Family Members, occupants, and guests must abide by the Rules and Regulations of the Association. Any fines issued to the guests, occupants, etc. will be assessed to the respective Lot Owner.

8. Assessments

An assessment shall be due on each Lot (regardless of the number of Lots owned or number of Owners in the legal description or 'of record') to cover the Common Expenses, including but not limited to (a) expenses of administration of the Association, (b) maintenance, repair, improvements, or replacements on the Common Ground, including improvements thereon; (c) expenses relating to implementation and enforcement of the Governing Documents; and (d) any other expenses declared to be Common Expenses by the Governing Documents or the Association. Further, each Owner of a Lot covenants to pay and shall be personally liable for all assessments or other charges coming due while he is an Owner. Any increase in assessments to be levied against Lots may only be approved by a majority vote of the Members in Good Standing in attendance during the vote at a duly-called annual or special meeting with a quorum present via the following methods: (a) in person, (b) by notarized proxy, or (c) by a ballot submitted directly to the Board via the mail or Email received in advance of the meeting. The membership must be notified in writing by the Trustees at least thirty (30) days in advance of such a meeting that a vote on an assessment increase will occur. Such notice shall contain a proposal setting forth the proposed amount and purpose of the increase per Lot to be voted on at said meeting.

(1) Notice of Assessment and Date: Notice of each annual assessment and special assessment shall be given to each Lot Owner containing a due date. The assessment shall be due thirty (30) days from the date the notice is given unless another date is specifically identified by the Board of Trustees and provided in the notice.

(2) Effect of Non-Payment of Assessment and Personal Obligation of the Owner: Each such assessment, together with the costs of collection thereof, as herein provided, shall be the personal obligation of the Lot Owner of record at the time when the assessment became due. **Liability for assessments may not be avoided by waiver of the use of the Common Ground or services, or by abandonment of the Lot, or by reliance upon any claim against the Association, Board, another Owner or any third party. The Lot Owner may relinquish the lot to PLE for the back assessments and all net proceeds from the sale of the lot will go to PLE.** Each regular or special assessment not paid on the due date shall become a delinquent assessment. Each such delinquent assessment shall accrue interest at the rate of eighteen percent (18%) per annum on the unpaid principal balance, calculated from the due date, through and including the date full payment is received. **Late fees may also be imposed via Board resolution.** The Association through its Board of Trustees shall also have the power to assess any Lot Owner any actual costs and expenses incurred by the Board of Trustees in remedying, or attempting to remedy, any such delinquency, violation or breach. Said costs include reasonable attorney fees incurred, whether or not any lien is filed, or suits are brought, and regardless of whether any resolution is by settlement or by trial. All such costs and attorney fees shall also be a lien on such Lot as provided herein and a personal obligation of the Lot Owner. The Board of Trustees may (a) bring an action at law or equity against the Owner personally obligated to pay or (b) foreclose the lien against the Lot as described herein.

(3) Creation of Lien: In the event of a delinquency in the payment of any assessment, such amounts as may be delinquent, together with late charges, interest, and all costs which may be incurred by the Board of Trustees or its representatives in the collection of such delinquent accounts, including reasonable attorney fees and costs, shall constitute a lien on said Lot in the manner provided herein. Any assessment, cost, charge, penalty, fine, or other sum for which these Restrictions make provision for the creation of a lien, shall become a lien against the Lot in question upon the recordation of a **Notice of Lien** in the office of the Recorder of Deeds for the County where the Lot is located. The Notice of Lien may be signed by any one or more of the Board of Trustees, describing the Lot and stating the amount owed.

Once a notice of lien is recorded, the lien shall include all further charges and reasonable attorney fees and costs actually incurred by the Association with respect to the collection, **lawsuit or foreclosure** of the lien or other satisfaction of any amounts owed. This includes any additional assessments, **late fees, penalties, legal fees, costs,** and interest which may become due. No additional notice of lien need be recorded itemizing such sums.

(4) Foreclosure of Lien: Any such lien may be foreclosed by judicial proceeding or by publication in the same manner as a mortgage on real estate or a power of sale under Chapter 443 of the Revised Statutes of the State of Missouri, specifically Sections 443.290 to 443.440, *Mo. Rev. Stat.*, as the same may be amended from time to time.

The Association shall upon demand, at any time, furnish to any Lot Owner liable for said assessment a certificate in writing signed by a member of the Board of Trustees, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment, therein stated to have been paid.

9. Special Assessments

Special assessments for emergencies may be levied upon Lot Owners in accordance with the procedure established by the Trustees of the Association. Special assessments must be approved by a majority vote of the Members in Good Standing physically present in person or by notarized proxy at an annual or specially called meeting with a quorum, or by a ballot submitted to the Board directly via the mail or Email. The Association is herewith granted the authority to enforce said payment in the manner provided herein.

10. Members in Good Standing and Voting

All Lot Owners are Members of the Association but shall not be entitled to vote unless they are Members in Good Standing, meaning the assessments and all late fees, fines, penalties, legal fees, costs, interest, and any other charges are paid at least five (5) days prior to an annual or specially called meeting where a vote will take place, if voting by ballot or proxy. When less than five days prior to a meeting, a Lot Owner in arrears may pay all outstanding fees in person via cashier's check, certified check, or money order prior to the start of the meeting, in order to become current and vote at said meeting. Lot Owners who are in arrears for more than 90 days will also have all Association gate cards shut off (except for those that allow property access) and be denied access to all Common Ground except roads.

11. Amendments

Except as expressly provided herein or by law, the Restrictions and the provisions herein may be amended at any time by an affirmative vote of two-thirds of the Members in Good Standing in attendance, either in person or by notarized proxy, at an annual or special meeting duly called with a quorum present. A copy of any proposed amendment shall be furnished to the Owners with the notice of the vote. An amendment may change or eliminate any restriction herein and/or add new and more burdensome restrictions.

(i) Limitation of Challenges: No action to challenge the validity of an amendment adopted by the Association pursuant to this Section may be brought more than one (1) year after the amendment is recorded; otherwise, such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provision of the Restrictions.

(ii) Recordation of Amendments: Each amendment shall be recorded in the counties of Montgomery and Warren, and the amendment is effective upon recording, unless otherwise expressly provided in the amendment.

(iii) Execution of Amendments: Amendments to the Restrictions shall be executed on behalf of the Association by the President and certified by the Administrative Secretary, or by such other officers as may be designated by Board resolution.

(iv) Board Amendments: Notwithstanding anything to the contrary in this Section, the Board is authorized to amend the Restrictions to correct drafting or technical errors, to bring the Community into compliance with conditions imposed by lenders providing government insured or guaranteed loans, or to comply with federal or state laws and regulations that preempt the Restrictions.

12. Enforcement, Penalties and Non-Waiver

The Trustees of the Association are, by this instrument, authorized to establish and enforce Rules and Regulations for the administration of the Association and use of recreational facilities, the lake, and recreational vehicles on the Common Ground and roads, but shall not prohibit the use of recreational vehicles by Lot Owners on their Lots.

(1) Enforcement Remedies and Relief: If any Person subject to the Governing Documents fails to comply with any provision thereof, the Association or any Person or class of Persons adversely affected by such failure to comply has a claim for appropriate relief. Punitive damages may be awarded in the case of a willful, wanton and malicious failure to comply with any such provision. All remedies set forth in herein shall be cumulative of any remedies available at law or in equity. The Association, if it prevails, shall be entitled to recover its reasonable attorney's fees, court costs and expenses incurred in enforcing the Governing Documents, regardless of whether the Association prosecuted or defended a claim, and whether or not the matter is adjudicated, or litigation is commenced. By way of example and not of limitation, the Association's remedies include the following:

(a) Abate a violation of a restriction, after notice and opportunity to be heard, or take other self-help action at the Owner's expense and such action shall not constitute a trespass;

(b) Require Owner to remediate or abate a violation of a restriction, after notice and opportunity to be heard;

(c) Levy fines for a violation of a restriction, after notice and opportunity to be heard, and to collect any unpaid fines in the same manner as delinquent assessments;

(d) Tow or cause to be towed any vehicle, boat, trailer or other object that is not permitted on the Property or is parked in an unauthorized location or manner, at the Owner's cost, after notice and opportunity to be heard (unless such parking violation blocks the roadway, preventing emergency vehicles from passing, in which case the vehicle, boat

or other object may be immediately towed); such action shall not constitute a trespass or conversion or any other tort;

(e) Record a notice of violation, including a notice of lien for unpaid fines, against the Lot of any Owner in violation of a restriction; and

(f) Suspend the Owner's right to vote and right to use any Common Grounds (roads excepted) until the violation is abated. Further, no Owner may be a candidate for election as Trustee, or serve as Trustee, or vote in any Association matter, or use the Common Ground (roads excepted), if he or she is not a Member in Good Standing.

Exhibit B and C removed in next section. What is the schedule of offences and the amount of fines

(2) Violation and Penalties: The Association through its Board of Trustees shall have the authority to determine a schedule of offenses subject to a fine and the amount of such fine in the Board's sole discretion, and adopt, repeal, or amend such schedule of offenses or the amount of the applicable fine. Upon approval by the Board of Trustees, any adoption, amendment or repeal regarding the fines shall be posted at the Administration Building and a copy thereof shall be made available to any member of the Association upon the request of such member. In no case shall the amount of a fine be in excess of \$100 for a first offense or \$300 for a repeated or recurring offense. The Association through its Board of Trustees may assess a fine against any Owner who, or whose occupant or guest, is determined to have violated or to be in violation of any of the offenses subject to a fine, after notice and opportunity to be heard. The Owner may request a hearing in writing before the Board of Trustees within thirty (30) days of the date on the notice of the violation and fine. If no written request is made for a hearing and payment of the fine is not received within sixty (60) days of the date on the notice, or if a hearing is requested and payment of a fine is not received within thirty (30) days of the decision of the Board of Trustees after hearing, the fine shall become a lien against the Owner's Lot and enforceable as set out herein for assessments and liens. The Board of Trustees shall determine, at its sole discretion, the protocol for any hearing conducted hereunder.

(3) Discretion and Non-waiver: The decision to pursue enforcement in any particular case shall be left to the Board's sole discretion. A decision not to enforce shall not be construed as a waiver to the right of the Association to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction or rule.

13. Notices

All notices, demands or other writings pursuant to the Governing Documents shall be deemed to have been fully given or made or sent by the Association through its Board of Trustees in any of the following manners in the order listed:

- (a) In writing and deposited in the regular mail to the address provided to the Association by the Owner or on the Deed of any Owner recorded in the Office of the Recorder of Deeds of the County of Warren or the County of Montgomery.
- (b) In writing and recorded in the Office of the Recorder of Deeds in the County in which the lot is located.

- (c) In writing and posted on the Lot of the Owner.
- (d) In writing and published in a newspaper of general circulation in the County in which the Owner's Lot is located.
- (e) In writing posted on the Association's website.

It is the responsibility of each Lot Owner to provide the Association with an address to which any notice, demand or other writing may be given or sent as above provided. Upon change of address, it is the Lot Owner's responsibility to give written notice to the Association of any new address. Further, it is the Lot Owner's responsibility to notify the Board in writing if the Owner wants to opt out of electronic notices and receive paper notices only as per subsections (a) through (d) above.

14. Community Standards and Behavior

(1) Pets, Animals and Livestock. No cattle, horses, swine, sheep, goats, or other farm animals or livestock may be kept on any Lot without prior written consent of the Board and only after the Lot Owner presents his/her site plan to manage the animals to the Board and to the other lot owners who may be adversely affected by such animals' presence, at a monthly Board meeting. Said animals may not exceed three (3) under any circumstances. Fowl, such as chickens and ducks, are permissible without Board approval but limited to a combined total of eight (8) fowl. However, adult male chickens (roosters) and guinea hens are prohibited. Further Rules and Regulations may be adopted via Board resolution as the Board deems appropriate in its sole discretion.

The Trustees of the Association shall have the power to establish rules and leash regulations for domestic animals.

- 1) No pets or animals with vicious tendencies are permitted on Common Ground.
- 2) Each Owner shall further comply with all local ordinances and subdivision regulations, particularly of the counties of Montgomery and Warren, Missouri, relating to the number, supervision, control, responsibility, and maintenance of animals in residential areas.
- 3) Owners and occupants with pets shall be responsible for their pets and shall be courteous to other residents to ensure pets do not disturb other residents' use and enjoyment within the Subdivision.
- 4) Owner shall be responsible for any damage to the Common Ground caused by any of his or his occupants' pets or animals, and the Owner or occupants shall timely and properly dispose of any pet waste.
- 5) Pets or animals of any kind are not allowed on the beach, picnic area, or at the pavilion.

(2) Firearms

The use of firearms, whether for hunting, target shooting or otherwise, is strictly prohibited on all Common Ground, as well as all Lots within the Subdivision that are less than ten (10) acres in size. No discharge of firearms on said Lot is allowed within two hundred

(200) yards of an Association structure, other Lot or public road. Further, no round from discharged firearm shall cross the said Lot's property line.

(3) Abandoned Vehicle

No motor vehicle or equipment in a wrecked or dilapidated condition, or otherwise abandoned, inoperable or immobile under its own power shall be permitted on any Lot, except in the instance of ordinary or emergency repairs which render a vehicle or piece of equipment inoperable only temporarily. Temporary or ordinary repair period shall not exceed sixty (60) days. The fact that motor vehicles of the type which ordinarily requires licenses for legal operation on public highways do not have affixed current licenses required by the State of Missouri for operation on public roadways shall create an irrefutable presumption that the vehicle is inoperable.

(4) Parking

No vehicles shall be parked on the Association's roads at any time, including but not limited to cars, SUVs, trucks, vans, commercial vehicle, camper, mobile home, recreational vehicle, trailer, boat or boat trailer, dumpster or Portable Storage Unit (such as a PODS®). The Association's roads are narrow, so any car or vehicle parked on the Association's roads creates a safety concern and may prevent emergency vehicles from passing. An Owner may park a derelict, abandoned, unlicensed vehicle or a commercial vehicle or a camper, mobile home, recreational vehicle, trailer, boat or boat trailer on his Lot and/or driveway for no more than 48 consecutive hours and no more than 48 hours per week. The term "commercial vehicle" means any vehicle that displays advertising of a business to the public and/or has commercial tools, equipment, or materials in the bed of or attached to such vehicle visible to the public. No Owner shall park or keep a dumpster or Portable Storage Unit (such as a PODS®) on his Lot without prior written consent of the Board. However, the following exceptions to this provision are as follows:

- (a) Parking along the edge of road in front of the office is permitted while tending to Association matters, so long as roadway is not blocked to thru traffic or emergency vehicles; and
- (b) Parking along the edge of the road at the beach area and/or along the edge of Boat Dock Lane is allowed, so long as roadway is not blocked to thru traffic or emergency vehicles.

(5) All-Terrain and Off-Road Vehicles

No all-terrain vehicles, motorcycles or other motorized unlicensed land vehicles may be used on Association Common Ground, unless the operator has acquired prior written consent from the Board of Trustees. No all-terrain vehicles, motorcycles or other motorized land vehicles may be used on the roadways of the Subdivision unless:

- A. A valid PLE registration sticker is displayed on the vehicle.
- B. The vehicle has in full force and effect the minimum liability insurance required by the State of Missouri for operation of motor vehicles on a public roadway with regard to the operation of the said vehicle.
- C. The operator shall abide by Missouri law while operating the vehicle.

(6) Watercraft

- A. No watercraft may be used on Pinnacle Lake unless:
 - (i) A valid PLE registration sticker is displayed on the watercraft.
 - (ii) The watercraft has in full force and effect the minimum liability insurance required by the State of Missouri and at least \$50,000.00 at all times.
 - (iii) The operator shall abide by the PLE Rules & Regulations as well as Missouri law when operating watercraft.
 - (iv) Special circumstances and exceptions require prior written consent from the Board of Trustees.
- B. The maximum size of boat motors is 60 horsepower and personal watercraft motors is 55 horsepower.
- C. Boat docks may not extend more than 20 feet into the lake, except in exceptional circumstances related to water depth in specific areas of the lake where such a modification or variance, submitted in writing and approved by the Board, would not impede normal boat traffic.

(7) Living in an RV

No recreational vehicle, camper, basement, tent, shack, barn, garage, or other vehicle or outbuilding shall be, at any time, used as a permanent residence. *Recreational vehicles and campers owned by an Owner may be stored on that Owner's Lot but may not be used as a living space for more than fourteen (14) consecutive calendar days in any three (3) month period.*

(8) Sanitary Facilities

- A. No outdoor sanitary facilities will be permitted other than the sanitary facilities provided by the Association or a licensed porta potty vendor pre-approved by the Board and permitted by the counties of Montgomery and Warren annually as needed if applicable.
- B. Septic system must meet the Missouri Clean Water Commission requirements.
 - (i) It is the Lot Owner's responsibility to obtain approval from the County or State agencies on a septic system before construction begins.
 - (ii) Owner shall consult with the Board of Trustees for additional Association requirements.

(9) Obstructions.

No Owner may place obstructions on the Common Ground or alter the Common Ground without prior written consent of the Board.

(10) Nuisances.

Each Owner shall conduct themselves (and ensure their occupants and guests conduct themselves) in such a way during activities in any Lot or in the Common Ground without creating any noxious or offensive conditions, nor shall anything be done which will become an annoyance or a nuisance to other Owners or occupants. No Owner shall permit anything

to be done or kept in his Lot which will increase the insurance rates for the Association, or which will interfere with the rights of other Owners or disturb them by unreasonable noises, odors, light or otherwise, or permit any nuisance or illegal act on his Lot or Residence or upon the Common Ground.

(11) Abusive Behavior.

All Owners shall treat each other in a respectful manner so as to not use verbal or display written forms of profanity, nor be abusive, harassing, intimidating or act in an aggressive manner directed at other Owners or their occupants, guests, invitees or the Trustees, or directed at management or its agents or employees, or contractors or vendors.

(12) No Unlawful Use.

No portion of the Property shall be used for any purpose prohibited by law or Ordinance.

(13) Hazardous Materials.

Excluding customary household or ATV/Boating materials, no flammable, toxic or other hazardous materials may be kept or stored within the Property.

(14) Yard Trash/Rubbish.

All household trash and debris, other than yard waste, shall be stored in suitable receptacles. All such receptacles shall be fitted with a lid sufficient to prevent the garbage from being disturbed.

(15) Technological Advances.

The Board may adopt reasonable rules and regulations regarding technology pursuant to the Board's sole discretion as technology continues to evolve. This includes but is not limited to the use of drones and the installation and use of security cameras. Drones and security cameras may never be used by the Association, a Lot Owner, guest, etc. to invade the privacy of another.

15. These Restrictions are covenants running with the land and are enforceable in their entirety by the Association through its Board of Trustees. These Restrictions and all Governing Documents shall be binding on all Lot Owners, and their families, occupants, tenants, guests, invitees, and mortgagees, as well as any person claiming under them, their heirs, successors, or assigns. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or occupancy of a Lot constitutes agreement that the provisions of the Governing Documents are accepted and ratified by each such person. All provisions of the Governing Documents recorded in the Office of Recorder of Deeds of Montgomery County and Warren County, Missouri, are covenants running with the land and shall bind any Persons having at any time any interest or estate in the Property.
16. If any Owners of any Lots, or his or her families, occupants, tenants, guests, invitees, mortgagees, heirs, successors, or assigns, shall violate, or attempt to violate any of the conditions or restrictions herein contained, it shall be lawful for any other Owner or Person(s) owning any real estate situated in the Property, to bring a proceeding at law or in

equity against the Owner(s), Person or persons violating, or attempting to violate any such conditions or restrictions, and to prevent him, or them, from such violations.

17. Invalidation of any one of the provisions of the Governing Documents, by judgment, order or decree from any Court, shall in no way affect any other provision hereof, each of which shall remain in full force and effect.
18. The Restrictions may be executed electronically, by facsimile or e-mail and signed in counterparts, each of which shall be deemed an original, but all of which shall constitute one in the same instrument.

The Board of Trustees is authorized to execute, attest and record this Restatement upon its approval by the Owners and certify, by their signatures below, that this Restatement has been duly adopted by the Owners in accordance with the Restrictions.

This Restatement shall be effective upon the date of its recording in the records of Montgomery County and Warren County, Missouri, and shall be applicable to events and circumstances occurring after said effective date.

IN WITNESS WHEREOF, the Board of Trustees of Pinnacle Lake Estates Association, Inc. hereby executed this Restatement on the day and year first above written.

Board of Directors,
Pinnacle Lake Estates Association, Inc.
a Missouri nonprofit corporation

By: Carlene Lewis, President

[NO SEAL]

Attest: _____
_____, Secretary

STATE OF MISSOURI)
) SS
COUNTY OF _____)

On this _____ day of _____, 2023 before me appeared Carlene Lewis, to me personally known, who, being by me duly sworn, did say that he is the President of Pinnacle Lake Estates Association, Inc., a Missouri nonprofit corporation, and said instrument was signed and sealed on behalf of the Association, by authority of its Board of Trustees, and that said person Carlene Lewis acknowledged said instrument to be his free act and deed on behalf of the corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION OF PINNACLE LAKE ESTATES

Said property being described: All of the East one-half of the Southwest quarter and the Southeast quarter of Section 12 and the East one-half of the Northwest quarter, the East one-half and the Northwest quarter of the Southwest quarter, all of the Northeast quarter and all of the Southeast quarter of Section 13 and all of the Northeast quarter and the North one-half of the Southeast quarter of Section 24 all in Township 47 North Range 5 West in Montgomery County, consisting of 1,000 acres, more or less. **ALSO**, Lot Number 2 Northwest quarter and Lot Number 2 of the Southwest quarter of Section 18 and Lot Number 2 of the Northwest quarter and the South one-half of Lot Number 1 of the Northwest quarter and the South one-half of the Northeast quarter and the North one-half of the Southeast quarter and the East one-half of the Southwest quarter of Section 19 all in Township 47 North Range 4 West of Warren County, consisting of 520 acres, more or less (“Pinnacle Lake Estates”).