

**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: \_\_\_\_\_, 2021

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 \_\_\_\_\_, 2021 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 (“1<sup>st</sup> Revision of 4<sup>th</sup> 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 (“2<sup>nd</sup> Revision of 4<sup>th</sup> 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 (“3<sup>rd</sup> Revision of 4<sup>th</sup> 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 (“4<sup>th</sup> Revision of 4<sup>th</sup> 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 (“5<sup>th</sup> Revision of 4<sup>th</sup> 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 (“1<sup>st</sup> Revision of 5<sup>th</sup> 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 \_\_\_\_\_, 2021, 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 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 Restrictions, Articles of Incorporation, By-Laws, Rules and Regulations, resolutions and any amendments.**

**1.8 “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 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 after January 1, 2022 is considered a Primary Lot, regardless of the number of Lots the Lot Owner owns.**

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

**1.10 “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 and has no outstanding violations. Any outstanding violation must be abated or an alteration application (when appropriate) may be submitted to the Board for approval before an Owner can be a Member in Good Standing. 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.**

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

1.12 “Ordinance” means any applicable ordinances, codes or regulations of the counties of Montgomery and Warren, Missouri, or its successor(s), as may be amended, and the municipality of New Florence, as may be amended, or of such local government as may have jurisdiction in the future.

1.13 “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.

1.14 “Permanent Resident” means any person residing in a single-family dwelling in the Subdivision for more than six (6) months of the year.

1.15 “Person” means a natural person, corporation, business trust, estate trust, partnership, association, joint venture, government, governmental subdivision or agency, or other legal or commercial 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.

1.16 “Plat” means the Plats of Pinnacle Lake Estate Subdivision and/or Pinnacle Lake Estates Association, Inc.

1.17 “Property” means the land, improvements, easements, rights and appurtenances, more particularly described in the Plat and in Exhibits “A” and “B” attached hereto, and subjected to the Original Declaration.

1.18 “Residence” means any building on a Lot depicted on the Plat designed and intended for independent residential use (i.e., single family dwelling).

1.19 “Rules” means rules and regulations adopted by the Board pursuant to the Governing Documents.

1.20 “Subdivision” or “PLE” means the Owners and Property that are subject to this Restrictions.

## 2. Roads and Easements

2.1 Roads. All roads indicated on the Plat of said Pinnacle Lake Estates, 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 minimum area requirements of enclosed living space:

- (1) Single story Residence must have a minimum area of 768 square feet of enclosed living space.
- (2) Two story Residence must have a minimum area of 768 square feet of enclosed living space on the first floor.

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 minimums may not at any time be used for living, but for storage only.

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 unless approval is received by the US Postmaster General to receive mail delivery elsewhere. Under no circumstances can a physical mailbox be placed on any Lot within the gates of the Association.

**3.3.** No house trailers, mobile homes, manufactured homes, or similarly described structures are permitted. Modular homes, tiny houses or cabins shall be permitted, however, if, in addition to any other requirements for Residences, dwellings and structures, the modular home, tiny house or cabin is:

- (1) new
- (2) has a roof pitch no less than 4- inch rise to 12-inch run,
- (3) is a minimum of 24 feet in width and length,
- (4) meets the Association's minimum square foot requirements,
- (5) is permanently erected on and affixed to a spread footing and foundation, and
- (6) is in conformance with all 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 or LLC 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 and 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 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 months 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.

#### **4. Building Modifications and Permits**

No building, fence, deck, wall, holding tank, well, boat dock, 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 New Florence and/or the Counties of Montgomery and Warren, Missouri, including obtaining any necessary permits at his/her own expense.

#### **5. Failure to Maintain**

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 7 and 11 herein and as outlined in the By-Laws, Article IV, Sections 8 and 9.

**6. Lot Owner Guests**

Only Lot Owners, their immediate families, and guests with written permission of a Lot Owner, in his or her absence, presented to the security guard or other proper official, may sail, boat ride, ski, fish or swim in Pinnacle Lake or use any facilities on the Common Ground now available. All property owners and guests must abide by the Rules and Regulations of the Association. Any fines issued to guests, family members, tenants or occupants of a Lot will be assessed to that Lot Owner whom the guest is visiting or where the occupants are residing. All others may use such facilities now available or to be provided only with the approval of a majority of the Board of Trustees of the Association.

**7. 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 present during the vote in person or by notarized proxy eligible members present at an annual or a specially called 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 of 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. 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.

## **8. 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 ~~qualified members~~ physically present in person or by notarized proxy at a specially called meeting. The Association is herewith granted the authority to enforce said payment in the manner provided herein.

**9. 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, penalties, legal fees, costs, interest, and any other charges are paid. Lot Owners who are in arrears for more than 90 days will also have all Association gate cards shut off (except for the one to allow for property access) and be denied access to all Common Ground except roads.

**10. 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 at a meeting, either in person or by notarized proxy. 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 Secretary, or by such other officers as may be designated by Board resolution.

(iii) **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.

**11. Enforcement, Penalties and Non-Waiver**

The Trustees of the Association are, by this instrument, authorized to establish and enforce Rules and Regulations for the use of recreational facilities, the lake, and recreational vehicles on the Property 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; 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.

**(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 fifteen (15) 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 thirty (30) days of the date on the notice, or if a hearing is requested and payment of a fine is not received within (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.*

## 12. 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.

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.

## 13. Community Standards and Behavior

**(1) Pets, Animals and Livestock.** No cattle, *horses*, swine, sheep, goats, ~~fowl~~ 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 the 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; adult male chickens (roosters) are prohibited. Horses may be kept only at locations designated by the Association. 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.

- 2) Each Owner shall further comply with all ordinances and subdivision regulations of the City of New Florence and the counties of Montgomery and Warren, Missouri, relating to the number, supervision, control, responsibility, and maintenance of animals in residential areas.
- 3) Owners 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 pets or animals, and the Owner shall timely and properly dispose of any pet waste.

**(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 Property 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; and 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.

**(5) All-Terrain and Off-Road Vehicles**

No all-terrain vehicles, motorcycles or other motorized unlicensed land vehicles may be used on the Common Ground of the Property, 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 Property unless:

A. 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.

B. The operator shall abide by Missouri law when operating the vehicle.

**(6) Watercraft**

No water vehicles may be used on Pinnacle Lake unless the operator has acquired prior written consent from the Board of Trustees. No watercraft may be used on Pinnacle Lake unless:

A. The water vehicle has in full force and effect the minimum liability insurance required by the State of Missouri for operation of the watercraft.

B. The operator shall abide by Missouri law when operating the watercraft.

**(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**

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.*

**(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 himself and his (or his occupants and guests) 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 outside of a Residence.

14. 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.
15. 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.
16. 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.
17. 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.

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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: Danny Latham-Smith, President

[NO SEAL]

Attest: \_\_\_\_\_

\_\_\_\_\_, Secretary

STATE OF MISSOURI                    )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021 before me appeared Danny Latham-Smith, 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 Danny Latham-Smith 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”).