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DOCUMENT COVER SHEET

Instrument: Amended and Restated Covenants, Conditions and Restrictions 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: _____, 2025

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

County: Montgomery County and Warren County, Missouri

Reference:	Montgomery County:	Warren County:
	Book ____, Page ____	Book 114, Page 245
	Book 247, Page 159	Book 176, Page 333
	Book 261, Page 145	Book 214, Page 712
	Book 261, Page 246 or 248	Book 217, Page 163
	Book 287, Page 493	Book 285, Page 1027
	Book 291, Pages 468, 471, 474	Book 315, Pages 1, 4, 8
	Book 344, Page 321	Book 604, Page 101
	Book 354, Page 756	Book 672, Page 244
	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 558, Page 293	Book ____, Page ____
	Book 625, Page 475	Document No. 200902196

Return To: Stephen G. Davis, Esq.
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120 S. Central Ave., Suite 1800
St. Louis, MO 63105

**AMENDED AND RESTATED COVENANTS, CONDITIONS AND RESTRICTIONS OF
PINNACLE LAKE ESTATES ASSOCIATION, INC.**

THESE AMENDED AND RESTATED COVENANTS, CONDITIONS AND RESTRICTIONS OF PINNACLE LAKE ESTATES ASSOCIATION, INC. are made this ___ day of _____, 2025 by Pinnacle Lake Estates Association, Inc. (the “**Association**”).

WHEREAS, Pinnacle Lake Estates (the “**Subdivision**” or “**PLE**”) 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 recorded on September 11, 1964 in Book 114, Page 245 of the Warren County Records¹ (the “Initial Restrictions”); (2) Amendment to Restrictions to Pinnacle Lake Estates recorded on June 25, 1974 in Book 247, Page 159 of the Montgomery County Records and on or about June 25, 1974 in Book 176, Page 333 of the Warren County Records (“First Amendment”); (3) Second Amendment to Restrictions to Pinnacle Lake Estates recorded on April 21, 1978 in Book 261, Page 145 of the Montgomery County Records and on April 21, 1978 in Book 214, Page 712 of the Warren County Records (“Second Amendment”); (4) Third Amendment to Restrictions to Pinnacle Lake Estates recorded on June 13, 1978 in Book 261, **on or about Page 246 or 248** of the Montgomery County Records and on June 1, 1978 in Book 217, Page 163 of the Warren County Records (“Third Amendment”); (5) Fourth Amendment to Covenants, Restrictions and Trusteeship to Pinnacle Lake Estates recorded on December 31, 1984 in Book 287, Page 493 of the Montgomery County Records and on December 31, 1984 in Book 285, Page 1027 of the Warren County Records (“Fourth Amendment”); (6) Fourth Amendment of the Covenants, Restrictions and Trusteeship to Pinnacle Lake Estates recorded September 19, 1985 in Book 291, on or about Pages 468, 471, and 474 of the Montgomery County Records and recorded on September 19, 1985 in Book 315, on or about Pages 1, 4 and 8 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 recorded on May 10, 1993 in Book 344, Page 321 of the Montgomery County Records and on May 4, 1993 in Book 604, Page 101 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 on August 16, 1994 in Book 354, Page 756 of the Montgomery County Records and recorded on September 30, 1994 in Book 672, Page 244 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 on January 28, 1999 Book 405, Page 414 of the Montgomery County Records and on January 22, 1999 in Book 927, Page 134 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 November 12, 2002 in Book 474, Page 174 of the Montgomery County Records and on November 7, 2002 in Book 1136, Page 280 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, Page 255 of the Montgomery County Records and on October 4, 2004 in Book 1281, Page 690 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. recorded on January 12, 2006 in Book 558, Page 293 of the Montgomery County Records (“Fifth Amendment”)²; and (13)

¹ **Note:** We do not have a copy of the Initial Restrictions recorded in Montgomery County.

² **Note:** We do not have a copy of the Fifth Amendment recorded in Warren County.

Revision to the Fifth Amendment of the Covenants, Restrictions and Trusteeship to Pinnacle Lake Estates Association, Inc. recorded on April 8, 2009 in Book 625, Page 475 of the Montgomery County Records and on April 8, 2009 as Document No. 200902196 of the Warren County Records (“1st Revision of 5th Amendment” and, together with Initial Restrictions, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Additions to Fourth Amendment, 1st Revision of 4th Amendment, 2nd Revision of 4th Amendment, 3rd Revision of 4th Amendment, 4th Revision of 4th Amendment, 5th Revision of 4th Amendment, and Fifth Amendment, collectively, the “Old Covenants”);

WHEREAS, the Association may amend the Old Covenants pursuant to Section 11 the 1st Revision of 5th Amendment by the affirmative vote of a majority of the qualified membership attending in person or by notarized proxy at a duly called meeting; and

WHEREAS, these Covenants have received the affirmative vote of a majority of the qualified membership attending in person or by notarized proxy at a duly called meeting.

NOW, THEREFORE, these Covenants do hereby amend, restate, supersede and replace all previous covenants, conditions and restrictions of the Association and any amendments thereto in their entirety, including, without limitation, the Old Covenants, upon the date of recording in the Offices of the Recorders of Deeds for Montgomery County and Warren County, Missouri.

1. Definitions

- 1.1** “**Association**” means Pinnacle Lake Estates Association, Inc. and its successors and assigns.
- 1.2** “**Board**” means the Board of Trustees 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, the lake, creeks, boat docks, boat launch parking areas, boat ramps, campgrounds, bathhouses, pavilions, tennis courts, picnic areas, beaches, retention pond property, guard facilities, offices, the main gate, the north gate, the Pinnacle (the 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 guests.

- 1.6 “**Covenants**” means this instrument, as may be amended.
- 1.7 “**Governing Documents**” means these Covenants and the Association’s Articles of Incorporation, By-Laws, and Rules and Regulations, and any resolutions and amendments to any of the foregoing.
- 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 in the Subdivision defined by a deed recorded in Warren or Montgomery County bearing the lot owner’s name, including any Residence, Seasonal Dwelling, or 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.
- (b) “**Secondary Lot**” means each additional Lot deeded, conveyed, sold or transferred to a Primary Lot Owner, or a revocable trust of which the Primary Lot Owner is both the settlor and the trustee. For clarity, a Lot deeded, conveyed, sold or transferred to a Primary Lot Owner and another Person who is not a Primary Lot Owner, jointly, shall not be a Secondary Lot with respect to the Primary Lot Owner, but shall be a Primary Lot with respect to the other Person who was not previously a Primary Lot Owner.
- 1.10 “**Member**” means the record Owner of a Lot in the 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.
- 1.12 “**Ordinance**” means any applicable ordinances, codes or regulations of the Counties of Montgomery and Warren, Missouri, or their successor(s), as may be amended, or of such local government as may have jurisdiction at any point.
- 1.13 “**Owner**” or “**Lot Owner**” means any Person who has a recorded fee simple title to a Lot in the Subdivision. The records of the Counties of Montgomery and Warren, Missouri shall be conclusive in determining ownership.
- 1.14 “**Permanent Resident**” means any person residing in a Residence for more than six (6) months of the year.
- 1.15 “**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.

- 1.16 “Plat”** means all plats of Pinnacle Lake Estates, Inc. and/or Pinnacle Lake Estates Association, Inc.
- 1.17 “Property”** means the land, improvements, easements, rights and appurtenances, as more particularly described in the Plat, including the Common Ground and Lots.
- 1.18 “Residence”** means any building on a Lot that conforms to the Ordinances governing the construction and use of single-family homes in Montgomery County and/or Warren County, as applicable.
- 1.19 “Rules and Regulations”** means the rules and regulations adopted by the Board pursuant to the Governing Documents.
- 1.20 “Subdivision” or “PLE”** shall have the meaning set forth in the recitals to these Covenants.
- 1.21 “Seasonal Dwelling”** means any building or structure, whether portable or otherwise, that does not conform to the Ordinances governing the construction and use of single-family homes in Montgomery County and/or Warren County, as applicable. For example, the following are considered Seasonal Dwellings: campers, recreational vehicles, tents, shacks, barns, garages, and outbuildings.
- 1.22 “Trustee”** means any member of the Board.

2. Roads and Easements

- 2.1 Roads.** All roads indicated on the Plat and included in the legal description, attached hereto as Exhibit A and incorporated herein by this reference, as well as all roads that may be constructed in the future, must be constructed in accordance with the standards established by the Board before said roads may be accepted for maintenance by the Association.
- 2.2 Easements.**
- (a) 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.
 - (b) 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.
 - (c) 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.

- (d) **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.
- (e) No building, gate, fence, wall, or other structure shall be erected on any easement or utility easement.

3. Seasonal Dwellings, Residences, and Other Structures

3.1 Seasonal Dwellings. Any Owner of a Seasonal Dwelling must obtain a permit for same from the county listed on the deed for the Lot where the Seasonal Dwelling will be located. Seasonal Dwellings must adhere to applicable Ordinances and the International Property Maintenance Code.³ Each Seasonal Dwelling must have an approved⁴ onsite wastewater treatment or storage system. Seasonal Dwellings may only be used for temporary occupancy, such as weekends, or short vacation stays.

3.2 Residences. Each Residence must have an enclosed and heated living area, running water, an approved⁵ onsite wastewater treatment or storage system, and electric service (or, if allowed by the applicable Ordinances, a suitable and reliable alternative power system that can support the infrastructure of the Residence on a daily basis). No more than one Residence shall be located on each Lot. Residences may only be used for single-family residential purposes (which shall include unrelated persons living together as a single-family unit).

3.3 Other Structures. House trailers, mobile homes, manufactured homes, modular homes, prebuilt homes, cabins, and similarly described structures are permitted, provided that:

- (a) They meet all requirements for Residences or Seasonal Dwellings;
- (b) They are new or no more than five (5) years old from the date of manufacture;
- (c) They have a roof pitch no less than a 4-inch rise to a 12-inch run;
- (d) They are permanently erected on and affixed to a spread footing, poured concrete pier, or monolithic pour foundation;

³ **Note:** It's unusual for an Association to adopt the International Property Maintenance Code. Consider whether the International Property Maintenance Code covers anything that isn't already covered by the Ordinances or the Rules and Regulations.

⁴ **Note:** Approved by who? The Board or a local authority?

⁵ **Note:** Same comment as FN 4.

- (e) A photo of the specific proposed structure, or an accurate representation of the model, and the PLE Lot Improvement Form are presented to the Board for approval of the exterior condition and materials to be used, which must be approved by the Board in writing prior to any construction; and
- (f) They are built in conformance with the Ordinances.

3.4 Existing Structures.

- (a) House trailers, mobile homes, manufactured homes, modular homes, prebuilt homes, cabins, and similarly described structures that existed within the Subdivision on or before September 30, 1994, as documented by the Board, and that do not otherwise qualify as Residences or Seasonal Dwellings, shall be permitted to remain; provided, however, that should any such structure be removed or damaged beyond acceptable standards it may only be replaced with a comparable structure which complies with the Ordinances and which has been approved by the Board pursuant to Section 3.3(e) above.
- (b) Seasonal Dwellings that existed within the Subdivision on or before June 15, 2024, as documented by the Board, shall be permitted to remain; provided, however, that should any such structure be removed or damaged beyond acceptable standards it may only be replaced with a comparable structure which complies with the Ordinances and which has been approved by the Board pursuant to Section 3.3(e) above.

3.5 Subdivision and Merger. No portion of the Property shall be subdivided or re-subdivided into lots containing less than three (3) acres of land. A merger or consolidation of two (2) or more Lots that are touching may be permissible if prior written consent is obtained from the Board and such merger complies applicable law. Notwithstanding the foregoing, no merger or consolidation of Lots under this Section shall relieve the Owner thereof from any assessments, which shall be levied as if each Lot that was consolidated or merged remained independent and separate. The Association’s records will be conclusive in determining which Lots were formerly independent and separate.⁶

- (a) Any merger, subdivision or re-subdivision of Property and/or restructuring of Lot lines shall require a new plat or a revision to the Plat, which is to be completed at the Owner’s expense, and such plat shall be submitted to the Board for written approval prior to recording in the Offices of the Recorders of Deeds for Montgomery County and Warren County, Missouri. Any merger, subdivision or re-subdivision of Property and/or restructuring of Lot lines that is not indicated on the Plat shall require a new plat or a revision to the Plat, which is to be completed at the Owner’s expense, and such plat shall

⁶ **Note:** Is there a prior plat we can reference here? That would make it easier to enforce this Section.

be submitted to the Board for written approval prior to recording in the Offices of the Recorders of Deeds for Montgomery County and Warren County, Missouri. The Board shall have the authority to consent to or reject any such plat in its sole discretion.

- (b) If the Board approves a plat pursuant to Section 3.5(a), the Owner must present the plat to the proper planning and zoning commission or authorities in Montgomery County and/or Warren County, as applicable. Upon approval by said commission or authorities, the plat shall be filed for record in the Offices of the Recorders of Deeds for Montgomery County and Warren County, Missouri.

3.6 Any permanent addition or change to a Lot, including the construction of a Residence or Seasonal Dwelling, septic system, storage building, porch, gazebo, driveway, culvert pipe, deck, balcony, patio, or boat dock, or any change to the grade or grading of a Lot, shall require the prior written consent of the Board.

3.7 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 Lot.⁷

3.8 Each Owner shall maintain a policy of liability insurance against claims for bodily injury, personal injury or death, or for damage or injury to property occurring upon such Owner's Lot or which may be attributable to an occurrence on such Owner's Lot.

4. Leasing

The Association deems it to be in the best interests of the Subdivision to foster owner-occupancy, and thereby improve stability among residents, inhibit transiency, and safeguard the value of investment, by adopting reasonable regulations on the leasing of Units. Accordingly, all leases shall be subject to this Section and the restrictions contained herein.

Any lease permitted under this Section, and any sublease, renewal, extension, or assignment of a lease, shall be in writing and, whether or not expressly set forth in the lease, shall be deemed to incorporate the terms and conditions of the Governing Documents, including the following provisions.

4.1 No Lot without a Residence may be leased at any time.

4.2 No Lot may be leased, and no lease may be made, for a duration of less than twelve (12) consecutive months of occupancy by the tenant.

4.3 The Owner of a leased Lot shall furnish a copy of the lease and the names and relationships of all tenants to the Board at least five (5) days prior to the commencement date of the lease, and the Board shall have the right to review the lease to determine compliance with the Governing Documents.

⁷ **Note:** To be discussed after further review.

- 4.4** The Owner of a leased Lot must assign to the tenant all rights and privileges related to occupancy of the Lot, including use of the Common Ground, the lake, and other PLE facilities for the duration of the lease. In furtherance of the foregoing, the Owner must surrender all but one gate card for the duration of the lease. The tenant shall receive a gate card from the PLE office once the lease has been reviewed and approved by the Board.
- 4.5** No Owner of a leased Lot shall be eligible for entry into the boat dock lottery for the duration of the lease.
- 4.6** All leased lots shall pay annual assessments at the Primary Lot rate.
- 4.7** Not less than the entire Lot shall be leased.
- 4.8** No Lot shall be leased, sublet or assigned (i) on a nightly or monthly basis, (ii) for transient purposes, including home exchange or swap, time-sharing, Airbnb®, VRBO® or their functional equivalent, or (iii) for hotel purposes, including bed and breakfasts.
- 4.9** The Owner of a leased Lot shall continue to be responsible for payment of assessments, fines and other charges by the Association, and the maintenance of the Lot.
- 4.10** The Owner of a leased Lot shall continue to maintain a policy of liability insurance as required by Section 3.7, and, in addition thereto, the tenant shall maintain a policy of renter’s insurance.
- 4.11** Any ATV, boat, camper, or similar vehicle owned by tenant and stored on the Lot or used anywhere on the Property must be registered with PLE. Any such registration shall be for a term of one (1) year and shall automatically expire upon termination of the lease for any reason.
- 4.12** The Owner of a leased Lot is responsible for ensuring the tenant’s compliance with all requirements of these Covenants. Notwithstanding the foregoing, the Board has the authority to take all necessary steps to ensure a tenant’s compliance with the Governing Documents (except the authority to enforce payment of rent), including the eviction of a tenant for a tenant’s noncompliance with the Governing Documents, at the Owner’s sole cost, including but not limited to all applicable attorneys’ fees and costs, whether or not a lawsuit is filed against the tenant.
- 4.13** If the Owner of a leased Lot or their tenant violates any provision of the Governing Documents, the Association, in addition to its other remedies, shall be entitled to any appropriate relief and all remedies under Missouri law, 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 sole cost, including collection of unpaid fines, fees and administrative charges, and recovery of expenses and reasonable attorneys’ fees and costs.

- 4.14** The Board may adopt such rules, regulations, and forms as it deems reasonable and necessary to implement the provisions of this Section.

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. The Owner shall obtain any permits necessary for such structure at the Owner’s sole cost and shall ensure that any such structure complies with all Ordinances.

6. Failure to Maintain

If any structure and/or vehicle, including but not limited to sheds, porches, boat docks, campers, homes, decks, gazebos, boats, and automobiles, are determined to be in disrepair [according to the International Maintenance Code] or in violation of the Rules and Regulations, the Owner of such structure and/or vehicle will be notified in writing that repair or removal is necessary and will be given a minimum of thirty (30) days to complete the same, except that fewer than thirty (30) days may be given in the event of a health or safety threat. The Board, at the request of the Owner, may grant appropriate extensions. If the Owner fails to complete any repair or removal required by this Section, the Board may contract with a private service to complete such repair or removal at the Owner’s 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

It is expected that Owners or their Immediate Family Member(s) will meet their guests at the gate to provide them with access to the Property and will accompany their guests while they are on the Property. It is not expected that security guards will be available to provide guests with access to the Property, although arrangements can be made during season,⁸ provided that the persons requiring access to the Property have been added to the security guards’ guest list. All Owners, Immediate Family Member(s), guests, and occupants must abide by the Rules and Regulations. Any fines issued to guests or occupants will be assessed to the respective Owner.

8. Assessments

The purpose of assessments shall be to provide funds for the recreation, health, safety, and welfare of the Members, and in particular for the maintenance of roads, for services and facilities devoted to the foregoing purposes and related to the use and enjoyment of the Common Ground, and for the improvements owned or used by the Association. Such funds shall be used for insurance, repairs, maintenance, and additions to improvements or facilities, for the costs of labor, equipment, and materials and the management of same, and for other similar expenses.

⁸ **Note:** What does the “season” refer to?

8.1 Annual Assessments.

- (a) An annual assessment shall be due on each Lot to cover Common Expenses, including but not limited to (i) the administrative expenses of the Association; (ii) maintenance, repair, improvements, or replacements on the Common Ground; (iii) expenses relating to implementation and enforcement of the Governing Documents; and (iv) any other expenses declared to be Common Expenses by the Governing Documents or the Association. All annual assessments shall be due on July 1st of each year, or on such other date as the Board may designate.
- (b) Any increase in annual assessments must be approved by the affirmative vote of a majority 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; provided, however, that annual assessments for Secondary Lots shall be less than annual assessments for Primary Lots. Notice of such meeting shall be given in the manner provided for in the By-Laws.

8.2 Special Assessments. Special assessments for emergencies may be levied upon the Owners in accordance with procedures established by the Board. Special assessments must be approved by the affirmative vote of a majority 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.

8.3 Notice of Assessment and Date. Notice of each annual assessment and special assessment shall be given to each Owner, which notice shall state the due date for such assessment. All assessments shall be due thirty (30) days from the date the notice is given unless another date is specifically identified by the Board and provided in the notice.

8.4 Effect of Non-Payment of Assessment and Personal Obligation of the Owner. Each assessment, together with the costs of collection, shall be the personal obligation of the Owner of record at the time when the assessment became due. Any Owner in arrears for more than ninety (90) days will have all Association gate cards deactivated (except those allowing property access)⁹ and will be denied access to the Common Ground (roads excepted). Liability for assessments may not be avoided by waiver of the use of the Common Ground or services provided by the Association, by abandonment of the Lot, or by reliance upon any claim against the Association, the Board, another Owner or any third party. An Owner may relinquish their Lot to the Association to satisfy delinquent assessments, in which case the Association shall be the recipient of the net proceeds from the sale of such Lot. Each regular or special assessment not paid on the due date shall become a delinquent assessment.

⁹ **Note:** What does this exception refer to?

- (a) Delinquent assessments 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.
- (b) The Board shall charge a late fee of \$25.00 on each delinquent assessment, or such other amount may as the Board may determine.
- (c) The Board may assess any Lot Owner the actual costs and expenses incurred by the Board in remedying, or attempting to remedy, any delinquency. Said costs include reasonable attorneys' fees, whether or not any lien is filed, or suits are brought, and regardless of whether any resolution is by settlement or by trial; provided, however, that the Board shall send a late notice to any Owner in arrears prior to engaging legal counsel. All such costs and attorneys' fees shall also be a lien on such Lot as provided herein and a personal obligation of the Lot Owner. The Board may bring an action at law or equity against the Owner personally obligated to pay or foreclose the lien against the Lot as described herein.

8.4 Allocation of Payments. Any payments or partial payments on a delinquent account shall be applied in the following manner: (a) costs, (b) attorneys' fees, (c) management (or other professional) or administrative fees, (d) late fees, (e) interest, (f) principal amount of assessments due including any special assessment, fines or other charges against the account, if any, (g) other costs and expenses, and (h) amount of accelerated assessment, if applicable.

8.5 Certification of Payment. The Association shall upon demand, at any time, furnish to any Lot Owner liable for an assessment a certificate in writing signed by a Trustee, 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. Enforcement.

The Board is, by this instrument, authorized to establish, adopt, create, amend, remove, revise, 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 or camping trailers by Lot Owners on their Lots.

9.1 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 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 attorneys' 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 for any violation of these Covenants shall 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 the Owner to remediate or abate the violation, after notice and opportunity to be heard;
- (c) Levy fines in the manner provided below, and collect any unpaid fines in the same manner as delinquent assessments pursuant to Section 8;
- (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 sole cost, in accordance with applicable law, and 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, trailer 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 Owner for the violation; and
- (f) Suspend the Owner’s right to vote and right to use the Common Ground (roads excepted) until the violation is abated.

9.2 Fines. The Board is authorized to establish a schedule of offenses subject to a fine and the amount of such fine, and adopt, repeal, or amend such schedule of offenses or the amount of the applicable fine. Upon approval by the Board, any adoption, amendment or repeal regarding the fines shall be posted at the PLE Administration Building and a copy thereof shall be made available to any Owner upon request. 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. Fines shall be assessed in accordance with the following procedures:

- (a) The Board or its delegate shall serve the alleged violator with written notice containing the following: (1) the nature of the alleged violation, (2) the proposed penalty, (3) a date not less than thirty (30) days from the date of service by which the alleged violator may request a hearing before the Board (which time period may be reduced if the Board believes a risk to health or safety is present), and (4) a statement that the proposed penalty shall be imposed unless a written request for a hearing is received by the date contained in the notice. If a hearing is not timely requested, the proposed penalty shall be imposed; provided the Board may, but shall not be obligated to, suspend any proposed penalty if the violation is cured within the time period stated in the notice to request a hearing. 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) If a hearing is timely requested, the hearing shall be held in executive session or in open session at the request of the alleged violator. Prior to the effectiveness of any penalty hereunder, proof of proper notice shall be included in the meeting minutes. 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 the notice. The notice requirement shall be deemed satisfied if the alleged violator or his or her representative appears at the meeting. The meeting minutes shall include a written statement of the results of the hearing and the penalty, if any, imposed, which penalty shall be paid within thirty (30) days of the hearing. Except as set forth herein, the Board shall determine the protocol for any hearing conducted hereunder in its sole discretion.
- (c) Failure to comply with this Section shall not invalidate any fine levied so long as the Owner had actual notice of the hearing.

9.3 Liens. The Board is authorized 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 accrued due to non-compliance with the Governing Documents. Before recording a lien, the Board shall, by ordinary mail, give the delinquent Owner at least thirty (30) days to pay said assessments, fees, fines, reasonable legal fees and costs, and/or interest accrued.

- (a) 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 or its representatives in the collection of such delinquent amounts, including reasonable attorneys' 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 Covenants 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 Montgomery County and/or Warren County, as applicable. The Notice of Lien shall describe the Lot and state the amount owed, and may be signed by any one or more of the Trustees. Once the Notice of Lien is recorded, the lien shall include all further charges and reasonable attorneys' fees and costs incurred by the Association with respect to the collection, lawsuit or foreclosure of the lien or other satisfaction of any amounts owed, including but not limited to additional assessments, late fees, penalties, attorneys' fees, costs, and interest which may become due. No additional Notice of Lien need be recorded itemizing such amounts.
- (b) 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.

- 9.4 Legal Action.** The Board is authorized to initiate legal action against any Lot Owner, such Lot Owner's Immediate Family Member(s), or such Lot Owner's guest(s) who violates any of the conditions of the Governing Documents; and if meritorious, the legal fees and costs, and all other expenses shall be imposed against, and shall be the responsibility of, the Lot Owner. The Association through the Board may assess any Lot Owner the actual costs and expenses incurred by the Board in remedying, or attempting to remedy, any delinquency, violation or breach
- 9.5 Discretion and Non-waiver.** The nonenforcement of any provision hereof shall not be construed as a waiver of the right of the Association to enforce such provision at a later time under other circumstances and shall not preclude the Association from enforcing any other covenant, restriction or rule.

10. Members in Good Standing and Voting

All Lot Owners are Members of the Association, but only Members in Good Standing shall be entitled to run for election to the Board, serve on the Board, vote in any Association matter, or use the Common Ground (roads excepted).

11. Amendments

Except as expressly provided herein or by law, these Covenants may be amended at any time by the 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 notice of the meeting at which said amendment will be voted on.

- 11.1 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 these Covenants.
- 11.2 Recordation of Amendments.** Each amendment shall be effective upon the date of recording in the Offices of the Recorders of Deeds for Montgomery County and Warren County, Missouri, unless otherwise expressly provided in the amendment.
- 11.3 Execution of Amendments.** Amendments to these Covenants 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.
- 11.4 Board Amendments.** Notwithstanding anything to the contrary in this Section, the Board is authorized to amend these Covenants to correct drafting or technical errors, to bring the Subdivision 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 these Covenants.

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 in any of the following manners unless otherwise provided herein:

- (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 for Montgomery County and/or Warren County, as applicable.

It is the responsibility of each Owner to provide the Association with an address to which any notice, demand or other writing required to be delivered hereunder may be given or sent as provided in this Section. Upon a change of address, it is the Owner's responsibility to give written notice to the Association of their new address. Further, it is the Owner's responsibility to notify the Board in writing if the Owner wants to opt out of electronic notices and receive paper notices only.

13. Standards and Behavior

13.1 Animals and Livestock. No cattle, horses, swine, sheep, goats, or other farm animals or livestock may be kept on any Lot without the prior written consent of the Board, and only after the Owner presents the Owner's site plan to manage the animals to the Board and to the other 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 hens¹⁰ are prohibited. Further Rules and Regulations may be adopted via Board resolution as the Board deems appropriate in its sole discretion.

13.2 Pets. No pets or animals with vicious tendencies are permitted on the Common Ground. Each Owner shall comply with all Ordinances and Rules and Regulations relating to the number, supervision, control, responsibility, and maintenance of animals in residential areas. Owners with pets shall be responsible for their pets and shall be courteous to other residents to ensure their pets do not disturb other residents' use and enjoyment of the Subdivision. Owners with pets shall also be responsible for any damage to the Common Ground caused by their pets or animals, and shall timely and properly dispose of any pet waste. Notwithstanding anything herein to the contrary, no pets or animals of any kind are allowed on the beach, at the picnic area, or at the pavilion. Further Rules and Regulations may be adopted via Board resolution as the Board deems appropriate in its sole discretion.

¹⁰ **Note:** The Association likely can't prohibit guinea hens ([RSMo 442.404.5](#)).

- 13.3 Firearms.** The use of firearms, whether for hunting, target shooting or otherwise, is strictly prohibited on the Common Ground, as well as all Lots within the Subdivision that are less than three (3) acres in size. No firearm may be discharged within two hundred (200) yards of an Association structure, another Lot, or a public road. Further, no round from a discharged firearm shall cross the property line of a Lot.s
- 13.4 Abandoned Vehicles.** 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. No repair period shall exceed sixty (60) days. Any motor vehicle which ordinarily requires a license for legal operation on public highways in the State of Missouri shall have a current license affixed at all times. Failure to comply with the preceding sentence shall create an irrefutable presumption that the vehicle is inoperable.
- 13.5 Parking.** No commercial vehicle, camper, mobile home, recreational vehicle, trailer, boat or boat trailer, dumpster or Portable Storage Unit (such as a PODS©) shall be parked on the Association’s roads at any time. Cars, SUVs, pick-up trucks, and vans, may be parked on the Association’s roads provided they are adjacent to an Owner’s Lot, and provided they do not remain parked on the Association’s roads for more than seventy-two (72) consecutive hours. No vehicle shall impede passage of the Association’s roads. An Owner may park a commercial vehicle, camper, mobile home, recreational vehicle, trailer, boat or boat trailer on their Lot and/or driveway for no more than forty-eight (48) consecutive hours and no more than forty-eight (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 and visible to the public. No Owner shall park or keep a dumpster or Portable Storage Unit (such as a PODS©) on their Lot without the prior written consent of the Board. Notwithstanding the foregoing, Owners may park:
- (a) Along the edge of the road in front of the PLE office while tending to Association matters, so long as the roadway is not blocked to thru traffic or emergency vehicles; and
 - (b) Along the edge of the road at the beach area and/or along the edge of Boat Dock Lane, so long as the roadway is not blocked to thru traffic or emergency vehicles.
- 13.6 All-Terrain and Off-Road Vehicles.** No all-terrain vehicles, motorcycles or other unlicensed motorized land vehicles may be used on the Common Ground without the prior written consent of the Board. Notwithstanding the foregoing, all-terrain vehicles, motorcycles or other unlicensed motorized land vehicles may be used on the Association’s roads if:
- (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 the operation of the vehicle on a public roadway; and
- (c) The operator abides by Missouri law while operating the vehicle.

13.7 Watercraft. The maximum size of boat motors is sixty (60) horsepower and the maximum size of personal watercraft motors is fifty-five (55) horsepower. No watercraft may be used on the lake unless:

- (a) A valid PLE registration sticker is displayed on the watercraft;
- (b) The watercraft has in full force and effect liability insurance of at least \$25,000.00 at all times;
- (c) The operator abides by Missouri law and the Rules and Regulations while operating the watercraft.
- (d) Under special circumstances, the operator has received the prior written consent of the Board.

13.8 Docks. Docks may not extend more than twenty (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.

13.9 Living in an RV. Recreational vehicles and campers owned by an Owner may be stored on the Owner’s Lot, but under no circumstances may they be used as a permanent residence.¹¹

13.10 Sanitary Facilities. No outdoor sanitary facilities will be permitted other than the sanitary facilities provided by the Association or a licensed portable waste disposal system (i.e., a “porta-potty”) that has been pre-approved by the Board and has all necessary permits from the Counties of Montgomery and Warren, which pre-approval and permits shall be obtained annually.

13.11 Septic System. All septic systems must meet the Missouri Clean Water Commission requirements. It is the Owner’s responsibility to obtain all necessary approvals from the Counties of Montgomery and Warren and any applicable State agencies prior to construction. The Owner shall consult with the Board for additional Association requirements.

¹¹ **Note:** To be discussed. This Section is inconsistent with Section 13.5, which states that recreational vehicles and campers may not be parked on a Lot for more than 48 consecutive hours/48 hours per week. Also, the Seasonal Dwellings Section already prohibits the use of recreational vehicles and campers as permanent residences. Consider whether to delete this Section and incorporate these concepts elsewhere.

- 13.12 Obstructions.** No Owner may place obstructions on the Common Ground or alter the Common Ground without the prior written consent of the Board.
- 13.13 Nuisances.** All Owners shall conduct themselves (and ensure their occupants and guests conduct themselves) in such a way as to avoid any noxious or offensive conditions, and nothing shall 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 their 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 their Lot or upon the Common Ground.
- 13.14 Abusive Behavior.** All Owners shall treat each other in a respectful manner, and shall avoid the use of verbal or the display of written forms of profanity. No abusive, harassing, intimidating or aggressive act or behavior shall be directed at other Owners, occupants, guests, or invitees, the Trustees, or management, its agents, employees, contractors or vendors.
- 13.15 No Unlawful Use.** No portion of the Property shall be used for any purpose prohibited by any applicable law or Ordinance.
- 13.16 Hazardous Materials.** Excluding customary household, vehicle, or boating materials, no flammable, toxic or other hazardous materials may be kept or stored on the Property.
- 13.17 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.
- 13.18 Technological Advances.** The Board may adopt reasonable Rules and Regulations for the use of technology (including drones and security cameras) on the Property to ensure privacy. Drones and security cameras may never be used on the Property to invade the privacy of any person, including by the Association, the Owners, and their guests.
- 13.19 Businesses.** An Owner or occupant of a Residence may conduct a home occupation or manage a business in their 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. Home office use shall be in strict compliance with any applicable law or Ordinance. No Residence or any portion of the Common Ground may be used for any commercial or business purpose except as provided in this Section.

13.20 Mail. All USPS mail delivered to the Subdivision must be delivered to the PLE Cluster Box Unit. Only Permanent Residents may be allocated a mail slot in the PLE Cluster Box Unit.

14. Miscellaneous

- 14.1** These Covenants shall run with the land and are enforceable in their entirety by the Association through its Board. These Covenants and all Governing Documents shall be binding on all Owners, 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 Offices of the Recorders of Deeds for 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.
- 14.2** If any Owner, or their family, 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 to bring a proceeding at law or in equity against the Person violating, or attempting to violate any such conditions or restrictions, and to prevent such Person from such violations.
- 14.3** 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.
- 14.4** These Covenants 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.

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”).