

FOR DISCUSSION PURPOSES ONLY

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Draft 09/22/2022; Updated 2/10/2025

RECORDING MEMORANDUM

Instrument: Seventh Amendment to the By Laws of Pinnacle ~~Estat~~
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~~

Space Above for Recorder's Use Only

DOCUMENT COVER SHEET¹

Instrument: Amended and Restated By-laws of
Pinnacle Lake Estates Association, Inc.

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

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

Date: _____, 2025

¹ Note: We don't recommend recording these By-Laws, because they are intended to function as an internal document governing the affairs of the Association.

County: Montgomery County and Warren County, Missouri

Reference: Montgomery County: Warren County:

Reference:

Montgomery County:

Book 324, Page 637

Book 354, Page 754

Book 356, Page 365

Book 474, Page 179

Book 526, Page 265

Book 596, Page 071

Book 609, Page 397

Book 722, Page 521

Warren County:

Book 496, Page 345

Book 672, Page 244²

Book 1136, Page 277

Book 1281, Page 700

Document No. 200706560, ~~Page~~

Document No. 200803157, ~~Page~~

Document No. 201503783, ~~Page~~

Return To:

Jaime Fraser Carr Law, LLC

10 Fenton Plz, #275

Fenton, MO 63026

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

² Note: We do not have a copy of a document recorded in Warren County in Book 672, Page 244.

AMENDED AND RESTATED BY-LAWS OF
PINNACLE LAKE ESTATES ASSOCIATION, INC.

*~~This cover page is attached solely for the purpose of complying
with the requirements stated in Sections~~*

*~~59.310.2 and 59.313.2, Mo. Rev. Stat. The information provided on this cover page shall not be
construed as either modifying or supplementing the substantive provisions of the attached instrument. In
the event of a conflict between the provisions of the attached instrument and the provisions of this cover
page, the attached instrument shall control.~~*

~~SEVENTH AMENDMENT TO THE~~ THESE
AMENDED AND RESTATED BY-LAWS OF
PINNACLE LAKE ESTATES ASSOCIATION, INC.

are made this day of

~~THIS SEVENTH AMENDMENT is~~
~~adopted this~~ day of

_____, 2025

by Pinnacle Lake Estates Association, Inc., ~~a Missouri nonprofit corporation~~ (the
“Association”).

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

WHEREAS, ~~said~~ the real property ~~subjected~~ subject to the ~~Subdivision~~ Covenants is more particularly described in Exhibit A of the ~~Restrictions and is incorporated herein~~ Covenants, attached hereto as Exhibit A ~~for~~ and incorporated herein by this reference; and

WHEREAS, the Association is ~~the Lot Owners association of the Community~~, organized in accordance with the ~~Act and Restrictions~~ Covenants, and is currently administered pursuant to the following By-Laws: (1) By-laws recorded on September 21, 1990 in Book 324, ~~page~~ Page 637 of the Montgomery County Records and recorded on or about September 31, 1990 in Book 496, Page 345 of the Warren County Records (“Initial By-Laws”); (2) Revision of By-Laws of Pinnacle Lake Estates Association recorded on August 16, 1994 in Book 354, Page 754 of the Montgomery County Records and on September 27, 1994 in Book 356, Page 365 of the Montgomery County Records, and on September 30, 1994 in Book 672, Page 244 of the Warren County Records³ (“First Amendment to the By-Laws”); (3) Revision of By-Laws of Pinnacle Lake Estates Association recorded ~~in on~~ November ~~of~~ 12, 2002 in Book 474, Page 179 of the Montgomery County Records and on November 7, 2002 in Book 1136, Page 277 of the Warren County Records (“Second Amendment to the By-Laws”); (4) Revisions of By-Laws of Pinnacle Lake Estates Association, Inc. recorded on October 4, 2004 in Book 526, Page 265 of the Montgomery County Records and on October 4, 2004 in Book 1281, Page 700 of the Warren County Records (“Third Amendment to the By-Laws”); (5) Revisions of By-Laws of Pinnacle Lake Estates Association, Inc. recorded on August 21, 2007 in Book 596, Page 071 of the Montgomery County Records and on August 21, 2007 as Document No. 200706560 of the Warren County Records (“Fourth Amendment to the By-Laws”); (6) Revisions of By-Laws of Pinnacle Lake Estates Association, Inc. recorded ~~in on~~ May ~~of~~ 9, 2008 in Book 609, Page 397 of the Montgomery County Records and on May 12, 2008 as Document No. 200803157 of the Warren County Records (“Fifth Amendment to the By-Laws”); and the (7) Revisions of By-Laws of Pinnacle Lake Estates Association, Inc. recorded on August 7, 2015 in Book 722, Page 521 of the Montgomery County Records and on August 7, 2015 as Document No. 201503783 of the Warren County Records (“Sixth Amendment to the By-Laws”) (~~Collectively~~ collectively, the “Old By-Laws”); and

³ Note: We do not have a copy of an amendment to the By-Laws being recorded in Warren County in 1994.

WHEREAS, the Association may amend the Old By-Laws,– pursuant to Article VIII, Section 1 ~~of the By-Laws, by~~thereof by the affirmative vote of a majority ~~vote~~ of the “eligible Association members present”² at a meeting duly called for such a purpose; and

WHEREAS, these By-Laws have received the affirmative vote of a majority of the eligible Members present at a meeting duly called for such a purpose.

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

NOW, THEREFORE, ~~by a majority vote of the Members in Good Standing present at a meeting~~ these By-Laws do hereby amend, restate, supersede and replace all previous by-laws of the Association on _____, 2023, ~~the Association hereby amends and restates the By-Laws~~ and any amendments thereto in their entirety ~~to read as follows:~~, including, without limitation, the Old By-Laws, upon the date of recording in the Offices of the Records of Deeds for Montgomery County and Warren County, Missouri.

ARTICLE I – NAME, DEFINITIONS, AND PURPOSE ~~OF ASSOCIATION~~

SECTION 1: Name

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

SECTION 2: Definitions

Capitalized terms not defined herein shall have the meanings ascribed to them in the Covenants.

SECTION 2: Purpose

~~SECTION 2:~~ The purpose of the Association shall be:

- a. ~~a.~~ To own, operate and maintain the Common Ground, including the lake, recreation areas, lake, beaches, roads, and other facilities in Pinnacle Lake Estates, ~~which is more particularly described in Exhibit A attached hereto and incorporated herein, located in the counties of Warren and Montgomery, State of Missouri~~ the Subdivision, for the benefit of ~~its members~~ the Members; and
- b. ~~b.~~ To do ~~all~~ anything and everything necessary, suitable, useful, or proper for the accomplishment of any of the purposes of the Association.
- ~~c. To overall do anything permitted by law.~~

ARTICLE II – MEMBERSHIP

SECTION 1: Membership and Votes

Each Owner is a Member of the Association, and such terms may be used synonymously. Each Owner shall have one vote for such Owner’s Primary Lot. No Owner shall have any votes for such Owner’s Secondary Lot or Lots.

SECTION 1: PLE Member Definition ~~2: Members are defined as record Owners of a Lot in the~~ in Good Standing and Voting Subdivision.

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

To be eligible to vote at an annual or special meeting of the Association, an Owner must be a Member in Good Standing before the meeting is called to order, or the proxy deadline, as applicable. If an Owner in arrears desires to pay all outstanding amounts less than five (5) days

prior to a meeting of the Members, such payment must be made in person via cashier's check, certified check, or money order for such Owner to be entitled to vote.

~~b. "Secondary Lot" means each additional Lot beyond the Primary Lot deeded, conveyed, sold or transferred to a Lot Owner prior to January 1, 2022 is considered a Secondary Lot and will remain a Secondary Lot until such time that Lot is deeded, conveyed, sold or transferred to another Lot Owner, at which time it shall be considered a Primary Lot (see Primary Lot above). Any Lot deeded, conveyed, sold or transferred to a Lot Owner on or after January 1, 2022 is considered a Primary Lot, regardless of the number of Lots the Lot Owner owns. that is deeded the same as in primary lot. (example: Jane and John Doe) Any lot deeded differently shall be considered a Primary Lot (Example Jane and Adam Doe)~~

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

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

~~SECTION 43: Voting in Person, Electronically or by Proxy:-~~

At all ~~Lot Owner~~ annual and/or special meetings duly called by the Board, a Member in Good Standing may vote either in person, ~~electronically by ballot,~~ or by a notarized proxy, executed in writing by the Member. ~~Such pro~~

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

SECTION 54: Notice of Meetings:—

- a. **Notice.** The Board shall provide to each Member a notice of each annual or special meeting of the Association, stating the purpose ~~and the~~ date, time, and location of the meeting, as well as the proxy or electronic voting deadline. ~~A Lot Owner must be a Member in Good Standing prior to the official start on the annual/special meeting. as of the ballot, electronic or proxy deadline and normally five (5) days before the meeting, unless otherwise specified by the Board~~ If an annual assessment increase or a special assessment will be voted on, such notice shall also state the proposed amount of the assessment, the purpose thereof, and, in the case of an annual assessment increase, the increase in the amount assessed per Lot. Notices shall be served by mail, email, or personal delivery not less than thirty (30) nor more than sixty (60) days before a meeting. Notice of a meeting in the manner provided in this Section shall be considered service of notice.
- b. **Waiver of Notice.** ~~In the event the notice of an Association meeting~~ If a Member does not receive notice as provided in this Section, or if such notice is deficient in any way, at the Member may waive ~~such deficiency~~ notice (a) by written waiver either before or after the meeting or ~~(b)~~ (bii) by personal attendance at the meeting, unless the Member specifically objects to lack of proper notice at the time the meeting is called to order. ~~A Member waives such objection by casting a vote with respect to any business. With respect to a special meeting of the Association, attendance at such meeting also shall be deemed waiver of notice of all business transacted at such meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.~~ Waiver of notice of a meeting ~~of the Members~~ by a Member shall be deemed the equivalent of proper notice.

SECTION 6: Quorum

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

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

- b. Meetings of the Board. A quorum for any Board meeting shall be a majority of the Trustees. If any monthly Board meeting cannot be held because a quorum is not present, the Trustees in attendance shall adjourn and reschedule the meeting, notifying the absent Trustees thereof.

ARTICLE III – BOARD OF TRUSTEES

SECTION 1: ~~GOVERNMENT:~~ Government

General management of the affairs of the Association shall be vested in the Board ~~of Trustees~~, who shall be elected as provided ~~by these By laws~~ herein.

~~a. The Board of Trustees shall meet at least once a month. b. The term of each Trustee shall be three (3) years.~~

- a. ~~e.~~ The Board ~~of Trustees~~ shall be composed of not less than seven (7) and not more than nine (9) Trustees. ~~d~~

b. ~~—~~ The Trustees shall be elected at the annual meeting of the Association as provided ~~by~~ herein.
~~these By laws.~~

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

- d. Upon election to the Board, each Trustee shall serve for a term of three (3) years.

- e. The Board shall meet at least once per month.

- f. ~~f.~~ If any Trustee ~~ceases to be a Member of the Board or the Association during his/her term whether by resignation, incapacity to act, or removal by the Board or otherwise, his/her~~ resigns, is removed, is incapacitated, or is otherwise incapable of serving as a Trustee for the duration of their term, such Trustee's position shall be filled by the alternate designated at the previous ~~Annual Meeting~~ annual meeting. Should the alternate be unable or unwilling to serve, a successor shall be chosen by a

majority vote of the Trustees remaining in office at any Board meeting ~~or a meeting duly called for that purpose~~. The successor Trustee shall complete the term of the Trustee ~~he/she is replacing~~ so replaced. In the event that the remainder of the term to be filled is less than six (6) months, the Board may vote to leave the position ~~unfilled~~ vacant until the next ~~Annual Meeting~~ annual meeting.

SECTION 2: ~~ELECTION OF TRUSTEES:~~ Election of Trustees

At the ~~Annual Meeting~~ annual meeting, ~~new~~ Trustees ~~will~~ shall be elected from the nominees to fill ~~any expired terms on the~~ all open Board positions.

- a. ~~a. Trustees shall~~ A candidate for election to the Board must be nominated by ~~Members~~ a Member in Good Standing. ~~Nominees must be Members in Good Standing that meet the qualifications of the previous Section (specifically Section 1(e)). If and only if there are no nominations in advance of the meeting, then a Member may nominate another Member from the floor, which nomination may be made from the floor. To be eligible for nomination, the candidate must also be a Member in Good Standing that meets the qualifications set forth in Article III, Section 1(c). If there are no nominations from the floor and, after the meeting, a vacancy still exists, then the Board may appoint a Member in Good Standing to fill the vacancy for the remainder of the term. All nominees~~ candidates must be physically present at the ~~Annual Meeting~~ annual meeting to accept ~~the~~ nomination.
- b. ~~b. Nominees receiving the~~ a plurality of votes shall be declared elected to the Board. Nominees who do not receive ~~the~~ a plurality of votes (i.e., the runner-up(s)) shall be designated as alternates, to fill ~~terms~~ vacancies on the Board as described above ~~in Section 1(f) of this Article III.~~
- c. ~~c. Votes will be counted in front of the membership and announced at the annual meeting.~~
- d. ~~d. A meeting of the Board of Trustees shall be held within thirty (30) days following the election of the new Trustees, at which time the Board shall elect the Trustees to serve in each of the officer positions of the Board of Trustees, including but not limited to President, Vice President, Recording Secretary, Administrative Secretary, and Treasurer. At this meeting, the~~ The Board may also elect ~~the various committee chairs, such as (but not limited to) Security, Roads, Architecture and Special Projects.~~ committee chairpersons and committee members. All such elections shall be made by the affirmative vote of a majority of the Trustees.
- e. ~~e. No Trustee shall hold more than one office, but an Officer~~ officer may serve as a committee chairperson, co-chairperson, or committee member. Committees may include, but are not limited to, Architectural, Roads and Grounds Maintenance, Security, Special Projects and/or Recreation. ~~f. The Board shall have the power to appoint committee chairpersons and committee members to specific committees by the majority vote of the trustees.~~

f. ~~g.~~ All Trustees must sign and abide by the Board of Trustees Code of Conduct.⁴

SECTION 3: ~~REMOVAL OF TRUSTEES:~~ Removal of Trustees

Any Trustee may be removed as follows:

(a) **By the Members.** ~~A~~The Members may request to remove a Trustee ~~must be made by submitting a petition~~ to the Board ~~by petition~~ signed by a majority (~~>50<10%~~)⁵ of ~~all the~~ Members in Good Standing. ~~Then, at any annual or~~At the next annual meeting or, if the next annual meeting is more than thirty (30) days away, then at a special meeting ~~of the Association~~ duly called for such purpose, ~~at which a quorum is present, any~~said Trustee (after notice and opportunity to be heard) may be removed by the affirmative vote of two-thirds (2/3) of the

Members in Good Standing ~~in attendance casting such votes at said meeting. In the event. If~~ the Board ~~declines or~~ fails to ~~call a special meeting or~~ include the matter on the agenda of the next annual meeting; ~~or declines to call a special meeting~~ within thirty (30) days after receipt of a valid petition, the petitioners may schedule and hold such meeting ~~as a Common Expense~~. No more than one vote shall be held to ~~recall any~~remove a specific Trustee within ~~any a 12-month~~ period ~~of twelve (12) months. In the event. If~~ any Trustee is removed ~~by such vote pursuant to this Section~~, the Board may ~~appoint a Member in Good Standing to~~ fill the vacancy ~~pursuant to Article III, Section 1(f)~~as provided above. Any Trustee removed from office pursuant to this Section will be ineligible to ~~hold further positions of~~serve as a Trustee or committee member for two (2) complete term cycles or six (6) years.

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

SECTION 4: Electronic Transactions⁶

~~SECTION 4: ELECTRONIC TRANSACTIONS:~~ The Association hereby incorporates the Missouri Uniform Electronic Transactions Act, Section 432.200, et seq., Mo. Rev. Stat. ~~(“Act”)~~, as may be amended (the “Electronic Transactions Act”), and all Members are subject to ~~said~~

⁴ Note: Please provide us with a copy of the Code of Conduct so we can reference it appropriately.

⁵ Note: Please confirm the intended threshold.

⁶ Note: To be discussed. We generally take the position that ballots may not be cast electronically.

~~Acts~~same, except any Member that specifically ~~opted~~opts out via written notification to the Association. “**Email**” means an electronic communication or transaction made in accordance with the Electronic Transactions Act, ~~as amended. Any email address provided shall not be subject to inspection by the members unless the Member consents. No Member shall be entitled to inspect the Association’s records of the Members’ email addresses.~~

(a) ~~(a) — Owner~~Member Transactions. ~~Business~~Email may be ~~conducted via~~Emailused to:

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

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

ARTICLE IV – DUTIES AND POWER OF THE BOARD OF TRUSTEES

SECTION 1: General Powers

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

Governing Documents, all applicable federal and state laws, and the Ordinances. ~~SECTION 2:~~ The Board ~~of Trustees~~ shall have the power to hold meetings; 2 appoint committees; 2 employ staff, independent contractors or vendors, and employees as deemed necessary to accomplish the

~~function for~~ functions of the Association; ~~censure, sue, or prosecute Members of the Association;~~ authorize proper expenditures; and take all necessary steps to carry out the purpose of ~~this~~ the Association and promote its best ~~interest~~ interests, and the safety, health and welfare of ~~its~~ the Members.

SECTION 2: Compensation

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

SECTION 3: Disposition of Funds

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

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

SECTION 4: Assessments

~~SECTION 6: The Board of Trustees are is~~ authorized to establish and enforce collection of assessments ~~as described in Article V herein~~ in the manner set forth in the Covenants.

SECTION 5: Enforcement

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

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

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

The Board is authorized to enforce the Governing Documents in the manner set forth in the Covenants.

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

~~**Section 9:** in order for the Board of Trustees to sell/purchase the real estate situated in Pinnaele Lake Estates there must be a minimum vote of approval by 2/3 of the trustees to determine price. In the event the offer is countered at a lower amount there must be an additional vote with a minimum of approval by 2/3 of the board of Trustees to accept the lower offer. this vote will be done via email. It is required by the Board of Trustees to respond to this email within 24 hours. If a response vote is not received in required timeline, then it will be assumed the vote is in favor of recommended/counter price~~

SECTION 6: Purchase and Sale of PLE Real Estate

~~**SECTION 10:** The Board of Trustees of the Association shall have the power, as provided in the Restrictions, to impose penalties and/or fines for any violation of the Governing Documents. The following procedures shall apply prior to imposition of fines:~~

The Board may purchase or sell Property situated in PLE provided the offer price is approved by the affirmative vote of two-thirds (2/3) of the Trustees. If an offer is countered at a lower amount, the Board may accept the counteroffer price with the affirmative vote of two-thirds (2/3) of the Trustees. Any vote with respect to an offer or counteroffer price may be conducted electronically provided the Trustees submit their votes within twenty-four (24) hours. Any Trustee who does not submit their vote within said twenty-four (24) hour period will be deemed to have voted in favor of the offer or counteroffer price.

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

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

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

SECTION 11—7: Accounting and Access to Books and Records.—

The Board is authorized to keep books with detailed accounts of the receipts and expenditures affecting the Association and its administration. All books and records shall be kept in accordance with generally accepted accounting principles (“GAAP”)⁷ and preserved for the period of time required by applicable law or regulation. A financial review of the accounts of the Association may be made periodically in compliance with GAAP ~~for the Association, but, and~~ such financial review or audit ~~would~~shall be a Common Expense ~~by a certified public accountant.~~

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

⁷ Note: Does the Association comply with GAAP?

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

- a. ~~(a)~~ **Privileged Books and Records.** Correspondence and other records protected by attorney-client privilege or other privilege, competitive bids, records containing private information of a Member, and other records deemed confidential by the Board are not subject to inspection by Members without the Board's prior written consent.
- b. ~~(b)~~ **Written Request.** A Member shall submit to the Board a written request to access the Association's records, ~~and the request shall describe the records to be accessed with reasonable particularity and~~ which shall state a valid purpose for the request and describe the records requested with reasonable particularity. The Board may establish reasonable rules with respect to notice to be given to the custodian of the records by the Member desiring to make the inspection, payment of the cost of reproducing copies of documents requested by ~~a~~the Member, and such other matters related to carrying out the purposes of this Section.
- c. ~~(c)~~ **Right of Trustee.** Every Trustee shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the ~~physical properties~~Property owned or controlled by ~~the Association unless the Trustee has a conflict of interest or is in litigation with~~ the Association. The right of inspection by a Trustee includes the right to make extracts and copies of documents at his or her expense.⁸

SECTION ~~12~~ 8: Board Standards.

The Board shall be guided by the following standards:

- a. ~~(a)~~ **Business.** While conducting the Association's business affairs, the Board shall be protected by the business judgment rule. The business judgment rule protects a Trustee from personal liability so long as the party claiming liability does not prove that the Trustee failed to (1) act within his or her authority, (2) serve in a manner the Trustee believes to be in the best interests of the Association and its Members, (3) serve in good faith, or (4) act with such care as an ordinarily prudent person in a like position would use under similar circumstances.
- b. ~~(b)~~ **Governance.** In conducting its governance functions, the Board's decisions and actions shall be governed and tested by the rule of reasonableness. The Board shall exercise its power in a fair and nondiscriminatory manner and shall adhere to the procedures established in the Governing Documents.
- c. ~~(c)~~ **Operations.** Operational standards of the Board and any committee appointed by the Board shall be the requirements set forth in the Governing

⁸ Note: To be discussed. The Missouri Nonprofit Corporations Act generally requires that Members have access to the Association's records.

Documents or the minimum standards which the Board may establish. Operational standards may evolve as the needs and demands of the Property and the Association change over time.

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

SECTION ~~13~~ 9: Parliamentary Rules.—

The Board may establish procedures to govern the conduct of Association proceedings when not in conflict with Missouri law or the Governing

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

ARTICLE V — ASSESSMENTS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI—RULES AND REGULATIONS

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

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

ARTICLE ~~VHV~~ – AMENDMENTS

SECTION 1: ~~The~~ Amendment

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

SECTION 2: Notice ~~to the Members of~~

A copy of any proposed amendment to ~~the~~these By-Laws shall ~~include a copy of the proposed amendment and be presented to the membership~~ be furnished to the Members with notice of the meeting at which said amendment will be voted on at least thirty (30) days' prior to ~~the vote at an annual or specially called~~such meeting.

SECTION 3: Effective Date and Validity

~~SECTION 3:—Amendments to the~~An amendment to these By-Laws shall become effective upon execution by ~~the~~a designated ~~Trustees~~Trustee or upon a later date ~~if so~~ specified therein. Any challenge to an amendment must be made within six (6) months after the effective date; otherwise, such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provision of ~~the~~these By-Laws.

SECTION 4: Clerical Errors

Notwithstanding anything herein to the contrary, the Board may authorize administrative amendments without a ~~membership~~ vote of the Members to correct minor or typographical errors

and/or to comply with the Federal Housing Administration or the Veterans Administration or other governmental ~~entity~~entities as necessary.

ARTICLE ~~VH~~^{VI} – INSURANCE

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

SECTION 1: ~~ASSOCIATION PROPERTY INSURANCE:~~Property Insurance

~~(a) — **Property Insured.**—~~The Association shall maintain ~~a~~ property insurance ~~policy to insure on~~ the amenities ~~on~~and the Common Ground ~~to its full insurable~~in an amount sufficient to cover the replacement cost costs thereof. The deductible shall be an amount deemed reasonable by the Board and shall be assessed as a Common Expense ~~in such amount as.~~ [Notwithstanding the foregoing, the Board may deem reasonable under the circumstances. The Board shall have the authority to allocate the deductible to the Owners that Members who benefit or were at from the Association's property insurance due to their fault or negligent negligence.]⁹

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

SECTION 2: ~~ASSOCIATION LIABILITY INSURANCE:~~Liability Insurance

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

. Each Member shall be an ~~(a) — Insurance policies carried pursuant to this Section 2 shall provide that:~~

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

. (ii) —The insurer issuing the policy may not cancel or refuse to renew ~~it until~~such policy without at least thirty (30) days ~~after~~' prior written notice ~~of the proposed cancellation or non-renewal has been mailed~~ to the Association, except ~~for~~in the case of nonpayment, which shall ~~be not less than~~require at least ten (10) days' prior written notice to the Association.

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

⁹ Note: To be discussed after further review.

The Association's liability insurance shall insure against all occurrences commonly insured against for death, bodily injury, property damage and personal injury arising out of or in connection with the use, ownership or maintenance of the Common Ground, and the activities of the Association. The Community Manager, if any, shall be named as an insured.

SECTION 3: Directors' and Officers' Insurance

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

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

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

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

SECTION 4: Workers' Compensation Insurance

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

SECTION 5: Other Insurance

~~SECTION 6: OTHER INSURANCE:~~ The Association may ~~carry~~maintain such other insurance ~~which~~as the Board ~~considers~~deems appropriate to protect the interests of the Association and the Members. ~~or the Owners' interests in the Subdivision and the Association~~

ARTICLE ~~IX~~VII – GENERAL PROVISIONS

~~SECTION 1: FISCAL YEAR:~~ Fiscal Year

The ~~Assessment~~assessment fiscal year of the Association shall be July 1st to ~~June 30th~~June 30th, unless otherwise set by resolution of the Board. The operational ~~Fiscal Year~~fiscal year of the Association shall be September 1st to August 30th.¹⁰

~~SECTION 2: SEVERABILITY:~~ Severability

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

¹⁰ Note: Please clarify the rationale behind the fiscal/operational year distinction.

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CERTIFICATION

We, the undersigned, being the President and Secretary of Pinnacle Lake Estates Association, Inc., a Missouri nonprofit corporation, in the counties of Montgomery and Warren, do hereby certify that the foregoing By-Laws constitute the By-Laws of said Association, as duly adopted by the Members of the Association on the _____ day of _____, ~~2023~~2025, and supersede any and all prior By-Laws and amendments.

IN WITNESS WHEREOF, we have hereunto subscribed our names this _____ day of _____, ~~2023~~2025.

PINNACLE LAKE ESTATES ASSOCIATION, INC.

By: Carlene Lewis, President

[No Seal]

Attest: _____
_____, Secretary

EXHIBIT A

LEGAL DESCRIPTION OF PINNACLE LAKE ESTATES

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

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Summary report: Litera Compare for Word 11.9.1.1 Document comparison done on 4/18/2025 5:36:37 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
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Modified DMS: nd://4912-9692-7542/2/Amended and Restated Bylaws.docx	
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Delete	383
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<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	3
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Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
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